



TERMS OF SERVICE

These Quickplay Ltd. (“Quickplay”, “Company,” “we,” “us” or “our”) Terms of Service (the “Terms”) govern how you may access and use: quickplay.com and any other website where these Terms are posted (collectively, the “Site”); the various tools and documentation, such as access tokens, software development kits (“SDKs”), any application programming interfaces (“APIs”) and any Service Plans (defined below), made available on the Site or otherwise by Quickplay (collectively, the “Tools”); the Quickplay OTT services; Quickplay’s data analytics and optimization service and associated data and recommendations transmitted through use of the APIs or similar technologies (the “Analytics Data”); and any other tool, website, dashboard, or service that provides or allows you to access any of the foregoing (collectively, the “Service”). We may from time to time provide you with a more detailed description of the Service through published software libraries, APIs and additional resources we make available to you on our Site.

The APIs and portions of the Tools are designed to be compatible with or embedded into websites and applications that serve video content, which will allow Company to collect and make available the Service to you. Analytics Data may include information about people who view video content, such as IP addresses, cookie information, unique identifiers, details about the video content viewed, computer

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

user IDs).

BY CLICKING “I AGREE,” “SUBMIT”, OR THE LIKE INDICATING ACCEPTANCE ELECTRONICALLY, OR BY ACCESSING OR USING THE SERVICE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY AVAILABLE AT [HTTPS://FIRSTLIGHT.COM/PRIVACY](https://firstlight.com/privacy) (“PRIVACY POLICY”), WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. IF YOU ACCESS OR USE THE SITE, TOOLS OR SERVICE ON BEHALF OF A COMPANY, PRINCIPAL OR OTHER ENTITY (WHETHER A SINGLE ENTITY OR MULTIPLE ENTITIES), YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND EACH SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND THAT THESE TERMS ARE FULLY BINDING UPON SUCH ENTITY AND ITS AFFILIATES. IN SUCH CASE, THE TERM “YOU” AND “YOUR” WILL REFER TO BOTH YOU INDIVIDUALLY AND SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE, TOOLS OR SERVICE. YOU SHOULD READ AND KEEP A COPY OF THESE TERMS FOR YOUR RECORDS.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. GRANT OF LICENSE; COMPANY ACCOUNTS

Subject to your full compliance with these Terms and payment of all applicable fees, Company grants you a non-exclusive, revocable, non-sublicensable, non-transferable, limited license to access and use the Site, Tools, and Service, and to integrate the APIs and portions of Tools into websites and applications that you operate, in each case



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



source license terms provided with the Tools or Service. You may not download, copy, install, or use the Tools or Service for any other purpose without Company's prior written consent. No rights or licenses are granted except as expressly set forth in these Terms. The software contained in the Tools and Service is licensed to you, not sold.

In addition to compliance with these Terms, your access and use of the Service must be in accordance with Company's API documentation, support pages and other pages on our Site or links or documents provided to you from time to time ("Documentation"). We may update the API and Documentation from time to time, and may add or remove functionality, in each case in our sole discretion.

Your Company account gives you access to the Service and functionality that we may establish and maintain from time to time and in our sole discretion. You may never use another user's account without permission. You are solely and fully responsible and liable to Company for the activity that occurs on your account, including the acts or omissions of each user on your account (such as your employees, contractors and service providers) or any other person accessing or using the Service through or in connection with your account. When creating your account, you must provide accurate and complete information, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Company immediately of any breach of security or unauthorized use of your account. Company will not be liable for any losses caused by any unauthorized use of your account. By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



We may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software.

Company does not warrant that the Mobile Software will be compatible with your mobile device. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software solely in order to use the Service as provided herein. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Company may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, or similar agreement if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Company or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

As between Company and you, you (or your licensors) will own the Analytics Data and any and all text, images, profile information, data, video, audiovisual content, works of authorship or other types of materials, information or communications, or hyperlinks to any of the foregoing you provide Company or upload, publish, transmit or distribute on or through the Service (collectively, "User Content"). You (on behalf of yourself and your licensors) grant, and you represent and warrant that you have all rights necessary to grant, Company an irrevocable, assignable, sublicensable (through multiple tiers), transferable, fully paid, royalty-free, and worldwide right and license to copy, store, reproduce, distribute, publicly display, modify, use, and create derivative works of the User Content and Analytics Data to: (a) provide the Service to you; (b) improve Company's products and services; (c) create and share with Company's other customers (in aggregate and anonymous form) reports and information to help them optimize and benchmark their data and services; (d) provide your Analytics Data and/or User Content to, or permit access thereto for, your third-party service providers or other users upon your request (and you hereby grant such rights to such third-party service providers or other users); and (e) perform such other actions as authorized or instructed by you in connection with your use of the Service.

As between Company and you, Company solely and exclusively owns and will own all rights, title, and interest in and to the Service, and all patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks, service marks, logos and designs, trade secrets, and all other intellectual property embodied by, or contained in the API, Tools, Site, Documentation and Service, and any copies thereof. The technology underlying the Service is protected by copyright, trade secret, patent, and other intellectual property laws.



WHAT WE DO **WHO WE ARE** **NEWS & INSIGHTS** **CAREERS**



APIs; (b) shall not disclose the authentication key(s) to any third party except your employees; (c) shall not use the authentication key(s) for any purpose other than as necessary to exercise rights granted under these Terms; and (d) are responsible for all activity that occurs with the authentication key(s). You shall notify Company promptly in the event you learn of any unauthorized access to any authentication key(s).

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

We may make certain Company logos or marks (the "Marks") available for use by you and other users to allow you to identify Company as a service provider. To use the Marks, you must first agree in writing to any written conditions or instructions regarding such use provided by Company to you. Company may limit or revoke your ability to use the Marks at any time. You may never use any Marks or any Company intellectual property consisting of trademarks or service marks without our express written permission, or in any manner that may lead people to confuse the origin of your products or services with ours. During the term of these Terms, you may publicly identify us as the provider of the Service to you and we may publicly identify you as a Company user. You agree that Company may use your trade name and logo in Company's marketing and



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



sponsorship, endorsement, or affiliation between you and Company.

3. LICENSE AND USE RESTRICTIONS

You agree that you will not, and will not assist or enable others to:

- a) identify or refer to Company, the Site, Tools, or Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Company, other than your permitted use of the Service and Analytics Data under these Terms;
- b) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer, decode or decompile, modify, alter, scrape, or create derivative works of any part of the Site, Tools or Service;
- c) use the Site, Tools or Service in a manner that impacts the stability of Company's servers, the operation or performance of the Services, or the behavior of other applications using the Service;
- d) identify the Company or display any portion of the Site, Tools or Service on any site or service that disparages Company or its products or services, or infringes any Company intellectual property or other rights;
- e) use the Site, Tools or Service in any manner or for any purpose that violates any applicable law, regulation, legal requirement or obligation, contractual obligation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in Company's sole discretion) to Company, its providers, its suppliers, end users of the Site, or your end users;
- f) use the Site, Tools or Service in a manner that could reasonably be interpreted to suggest that the use represents the views of Company;
- g) use the Site, Tools or Service in competition with Company or for competitive analysis, to develop competing products or



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; items subject to U.S. embargo; unsolicited mass distribution of email; multi-level marketing proposals; hate materials; hacking/surveillance/interception/descrambling equipment; libelous, defamatory, obscene, abusive or otherwise offensive content; prostitution; stolen products and items used for theft; illegal activities or conduct; or any other subject matter prohibited by these Terms;

- i) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site or Service;
- j) transmit viruses, worms, or other software agents through the Site or Service;
- k) share passwords or authentication credentials for the Site or Service, impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, or hide or attempt to hide your identity; or
- l) bypass the measures we may use to prevent or restrict access to the Site or Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or Service or the content therein.

Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Company Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user.

4. TOOLS AND SERVICE CHANGES



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



part before you may use any updated or modified Service, including activation through your Company account or acceptance of new or additional terms.

5. USER CONTENT

You agree not to post, upload, transmit or provide any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you or any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (v) contains any information or content that is illegal or that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vi) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not infringe or violate third-party rights of any kind, including without limitation any privacy, patent, copyright, trademark, trade secret, or other third party or intellectual property rights.

Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Site. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, or otherwise unsuited to your purpose, and you agree that Company shall not be liable for any



WHAT WE DO **WHO WE ARE** **NEWS & INSIGHTS** **CAREERS**



You represent and warrant that:

- your User Content and use of the Site, Tools, Analytics Data and Service will comply with all applicable laws and regulations, including without limitation, applicable privacy and data protection laws;
- you have all necessary rights, licenses and consents to provide, receive, access and/or use the User Content and Analytics Data and any other content you provide, receive, access and/or use through or in connection with the Service;
- you will disclose your User Content and Analytics Data collection and use practices in a privacy policy that is accessible on any website and in any application, product or service that you use with the APIs to collect or receive User Content or Analytics Data;
- you will provide all required notices, and obtain all required consents, that relate to your use of the Tools and Service, and that allow Company to receive and use User Content and Analytics Data as permitted under these Terms, including from individuals: (i) who use websites, applications, or other products or services that you incorporate the APIs or portions of the Tools into; or (ii) that you receive User Content or Analytics Data from or that User Content or Analytics Data you receive or provide relates to;
- you have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties, including any use of a identifiable natural person's name or likeness, and you are responsible for clearing all rights and paying all licensing fees and other costs and expenses arising in connection with your User Content;
- your User Content and Company's use or distribution thereof as contemplated by these Terms and the Service will not violate any law or infringe or misappropriate any rights of any third party,



[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)



payment of any third party fees, residuals, payments, or royalties;
and

- to the best of your knowledge, your User Content and other information that you provide to us is truthful and accurate.

7. FEES AND RENEWALS

- a) Fees. Your access to the Service is subject to payment of all applicable fees, pricing and payment terms set out in and more fully described in the applicable Service plan (the "Service Plan"). Use of Service aspects in excess of any usage or access limitations described in the applicable Service Plan's may result in additional fees, as specified in the Service Plan, such as for additional video views or additional volumes of video streamed.
- b) Billing Policies. Company may change Service Plans by offering new services for additional fees and charges, and adding or amending fees and charges for existing Service Plans/services, at any time in its sole discretion. Any change to a Service Plan's pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms.
- c) Data Retention. Company reserves the right to delete Analytics Data after the period applicable to the Service Plan you have chosen, so download or copy it before that time if you want to preserve a copy.
- d) Refunds. You are not entitled to a refund for any Service Plan that you cancel.
- e) Payment Information; Taxes. All information that you provide in connection with a purchase, service plan, or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of all payment method used in connection with a purchase, Service Plan, or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred.

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

- f) Termination by Company. The rights granted to You under these Terms will terminate automatically if You fail to comply with any of the terms and conditions set out herein. Company may terminate the Terms and your access to the Services for noncompliance, failure to pay any applicable fees or charges, or for any other reason, at any time. Upon termination of the Term, You shall make no further attempts to use the Services.

8. COMPANY'S DISCLAIMER OF WARRANTIES

The Services are provided "AS IS" and without warranty of any kind. You agree that the use of the Services is at Your own risk. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

9. LIABILITY LIMITATION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE FOR ANY (a) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; (b) LOST OR CORRUPTED DATA, INCLUDING ANALYTICS DATA WEBSITE OR APPLICATION FAILURE, COMPUTER FAILURE OR MALFUNCTION, (c) LOSS OF REVENUE, PROFITS, REPUTATION OR GOODWILL, (d) INTERRUPTION OF BUSINESS, (e) UNAVAILABILITY OF THE SITE, TOOLS, OR SERVICE, (f) BREACH OF DATA, SYSTEM, OR SERVICE SECURITY, (g) BUGS, VIRUSES, TROJAN HORSES, OR OTHER SIMILAR ERRORS OR VULNERABILITIES THAT THE SITE, TOOLS OR SERVICE INCLUDES OR CAUSES, HOWEVER ARISING, WHETHER BASED IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

LIABILITY OF ANY KIND FOR ACTIONS OF COMPANY'S AFFILIATES, SERVICE PROVIDERS, OR AGENTS.

10. MONETARY LIABILITY CAP

IN ANY CASE, COMPANY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE RIGHT TO ACCESS AND USE THE SERVICE DURING THE THREE (3) MONTH PERIOD PRECEDING SUCH CLAIM. THE FOREGOING CAP APPLIES EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. INDEMNITY

You agree that Company shall have no liability whatsoever for any use you make of the Site, Tools, User Content, Analytics Data or Service. You shall indemnify, defend, and hold harmless Company and its officers, directors, employees, affiliates, service providers, and agents (collectively, "Company Indemnities") from any and all claims, suits, actions, proceedings, damages, losses, liabilities, actions, judgments, settlements, fines, penalties, costs and fees (including attorney fees) arising from or related to your (or any of your third-party service providers') access to or use of the Site, Tools, User Content, Analytics Data, and/or Service, including without limitation any actual or alleged: (i) breach of, or activities that would constitute a breach of, these Terms, including your representations and warranties; (ii) infringement, misappropriation or violation of any copyright, patent, trademark, trade secret, or other intellectual property or other right by use of the Site, Tools, User Content, Analytics Data and/or Service with any hardware, software, system, network, service, or other matter that is not provided by Company nor expressly authorized in these Terms; (iii) violation of applicable law; or (iv) gross negligence or willful misconduct.

12. TERM AND TERMINATION

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

Terms shall also terminate the license granted hereunder. Upon termination of these Terms for any reason, and for termination by you to be effective: you shall destroy and remove from all websites, applications, computers, hard drives, networks, and other storage media all copies of the Tools and Service (other than the Analytics Data), you shall stop using all aspects of the Service, and you shall certify to Company that such actions have occurred. Company shall have the right to inspect and audit your websites, applications, and facilities to confirm the foregoing. Provisions that should reasonably be considered to survive termination of these Terms will survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, proprietary rights, indemnification, limitations of liability, effects of termination, and governing law.

13. CONFIDENTIALITY

“Confidential Information” shall mean the Tools, User Content, Analytics Data and Service and all other information disclosed to you that Company characterizes as confidential at the time of its disclosure, or that reasonably ought to be understood by you as confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall preserve and protect the confidentiality of the Confidential Information at all times. You will not disclose Confidential Information except to employees and agents who need to know it and have agreed in writing to keep it confidential; only those parties may use the Confidential Information, and only to exercise your rights and fulfill your obligations under these Terms, while using at least a reasonable degree of care to protect it;

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

Information other than in the course of the activities permitted hereunder. You shall notify Company in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these Terms, and you will cooperate with Company in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify Company prior to such disclosure to allow Company an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Company in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. You acknowledge that Company will be irreparably harmed if Confidential Information is distributed in breach of this Section, and that Company would not have an adequate remedy at law in the event of such an actual or threatened breach by you. Therefore, you agree that Company shall be entitled to seek injunctive relief against any actual or threatened breaches of this Section by you without the necessity of Company showing actual damages or showing that monetary damages would not afford an adequate remedy.

14. EXPORT CONTROLS

You agree to comply with all U.S. and foreign export control laws and regulations, including but not limited to the U.S. Export Administration Act of 1979, as amended, and successor legislation, and the Export Administration Regulations passed by the Department of Commerce. You expressly agree that You shall not export, directly or indirectly, re-export, divert, or transfer the Platform or any direct product thereof to

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

Company reserves the right to modify or revise these Terms at any time, and in connection with doing so, will update the 'last modified' date at the top of this page. You should visit the Site periodically to review these Terms and check for updates. If we make any material changes to these Terms, we will use reasonable efforts to notify you of such changes. Your continued use of the Tools or Service after the effective date of any such changes will constitute your acceptance of and agreement to such changes. If YOU DO NOT WISH TO BE BOUND TO ANY NEW TERMS, YOU MUST TERMINATE THESE TERMS BY IMMEDIATELY CEASING USE OF THE SITE, TOOLS AND SERVICE.

16. NOTICES

Notices to Company should be sent to Quickplay Ltd., 503 Briar Hill, Toronto, ON, Canada M5N 1M8. Notices to you may be provided using any contact information you provide to us, including any e-mail address or mailing address.

17. PRIVACY; SECURITY

You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in North America and Asia, and such other jurisdictions as may be required from time to time. We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

To the extent that we process any Customer Personal Data and (i) the Customer Personal Data relates to individuals located in the EEA; or

[WHAT WE DO](#) [WHO WE ARE](#) [NEWS & INSIGHTS](#) [CAREERS](#)

defined in the Data Processing Addendum.

18. THIRD-PARTY SERVICES

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content.

Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

19. GOVERNING LAW, AND CLASS ACTION/JURY TRIAL WAIVER

- A. Governing Law. These Terms shall be governed by the internal substantive laws of the Province of Ontario, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Toronto, Ontario for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary



WHAT WE DO WHO WE ARE NEWS & INSIGHTS CAREERS



found to be unenforceable.

- B. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

20. MISCELLANEOUS

These Terms constitute the entire agreement between you and Company pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder of these Terms shall remain enforceable. In these Terms, "including" means "including without limitation" (and similar terms will be construed without limitation) and headings are for convenience only and will not affect interpretation. The failure of Company to act with respect to a breach of these Terms by you or others does not constitute a waiver and shall not limit Company's rights with respect to such breach or any subsequent breaches. These Terms are personal to you and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control



WHAT WE DO WHO WE ARE NEWS & INSIGHTS CAREERS



CURIOUS? LET'S TALK.

CONTACT US

SOLUTIONS

ABOUT US

PRODUCTS

PRESS

ARCHITECTURE MATTERS

CAREERS

BLOG & INTERVIEWS

CONTACT

© 2024 Quickplay. Site by [ONYX Design](#)

