



4-PONG LCC

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If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or

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3. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with any Content Standards set out in these Terms of Use.
4. To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
5. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
6. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
7. Additionally, you agree not to:
8. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
9. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
10. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
11. Use any device, software, or routine that interferes with the proper working of the Website.
12. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
13. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, including Restricted Areas, the server on which the Website is stored, or any server, computer, or database connected to the Website.
14. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
15. Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination. We have the right to:

1. Suspend or terminate any User’s access to the site for any or no reason in our sole discretion.
2. Take any action with respect to any User that we deem necessary or appropriate in our sole discretion, including if we believe that such User has violated the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
5. Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN ANY OF THE

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Arbitration. At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.]

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