

Terms and Conditions

This document sets forth the terms of service (the "Terms of Service") for the Alaska Photobooth Company, a division of Capture the Fun Alaska, LLC. website and mobile properties located at www.akphotobooth.com all of these items shall be referred to herein as the "Services;" more generally, the Alaska Photobooth Company websites and mobile properties shall hereinafter be referred to herein as the "Websites"). The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, this "Agreement"). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept these terms and conditions, you are not authorized to use the Services. If you have a Capture the Fun Alaska LLC account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services.

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view, access or otherwise interact with through the Services shall be referred to as "Content." The terms "we," "us," "Alaska Photobooth Company's" and "Alaska Photobooth Company" refer to Capture the Fun Alaska, a Alaska limited liability company located in the United States of America ("Alaska Photobooth Company"). "Services" as defined above refers to those provided by Alaska Photobooth Company or its corporate affiliates (Capture the Fun Alaska, LLC. and such entities may be collectively referred to as the "Capture the Fun Alaska Companies"). For the avoidance of doubt, the websites are all owned and controlled by Capture the Fun Alaska, LLC.

The term "you" refers to the individual, company, business organization, or other legal entity using the Services and/or contributing Content to them. The Content that you contribute, submit, transmit and/or post to or through the Services may be referred to, variously, as "your Content" and/or "Content you submit."

The Services are provided for the purpose of providing in-person and online, photographic experiences, photography, event services, virtual entertainment experiences, photo booth rental service, flipbook rental services and other offerings relating to the delivery of experiential marketing services.

Alaska Photobooth Company may change or otherwise modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any revisions will take effect upon posting. We will notify registered users of Alaska Photobooth Company's Services (such registered users to be referred to as "Account Holders") of material changes to these terms and conditions by either sending a notice to the email address associated with the Account Holder's profile or by placing a notice on Alaska Photobooth

Company's websites. Be sure to return to this page periodically to review the most current version of these Terms of Service.

USE OF THE SERVICES

As a condition of your use of the Services, you warrant that (i) all information supplied by via the Services to the Alaska Photobooth Company Companies is true, accurate, current and complete, (ii) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 18 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to Alaska Photobooth Company's websites, and (iv) you possess the legal authority to enter into this Agreement and to use the Services, including Alaska Photobooth Company's websites in accordance with all terms and conditions herein. The Alaska Photobooth Company Companies do not knowingly collect the information of anyone under the age of 18. We retain the right at Alaska Photobooth Company's sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third-party sites, you understand that you are solely responsible for any information that you share with the Alaska Photobooth Company Companies. You may access the Services solely as intended through the provided functionality of the Services in accordance with and as permitted under these Terms of Service.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of the Alaska Photobooth Company Companies. To request permission, please direct your request to:

Capture the Fun Alaska LLC, 970 Cranberry Ridge Drive, Fairbanks, AK 99712

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you will be solely responsible for safeguarding your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a Alaska Photobooth Company account for commercial purposes and are accepting this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words "you" and "your" as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a "Business Representative."

REFUND AND CANCELLATION POLICY

When you place your order with Alaska Photobooth Company you are booking the services of someone who is therefore unable to serve another customer. You agree and understand to the following:

Retainer fee is non-refundable.

*Rescheduling a Alaska Photobooth Company may not be possible. If we are unable to reschedule your Alaska Photobooth Company, at our discretion, we may issue a credit or refund.

ADDITIONAL PRODUCTS

The Alaska Photobooth Company Companies may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that the Alaska Photobooth Company Companies have no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other terms conflict with the terms and conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

PROHIBITED ACTIVITIES

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to the Alaska Photobooth Company Companies or licensed to the Alaska Photobooth Company Companies by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Services. Additionally, you agree not to:

- (i) use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by the Alaska Photobooth Company Companies;
- (ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without Alaska Photobooth Company's express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;

- (iv) take any action that imposes, or may impose, in Alaska Photobooth Company's discretion, an unreasonable or disproportionately large load on Alaska Photobooth Company's infrastructure;
- (v) deep-link to any portion of the Services for any purpose without Alaska Photobooth Company's express written permission;
- (vi) "frame," "mirror" or otherwise incorporate any part of the Services into any other websites or service without Alaska Photobooth Company's prior written authorization;
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by the Alaska Photobooth Company Companies in connection with the Services;
- (viii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- (ix) download any Content unless it's expressly made available for download by the Alaska Photobooth Company Companies.

PRIVACY POLICY AND DISCLOSURES

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with Alaska Photobooth Company's Privacy Policy.

USER CONTENT AND USE OF OTHER INTERACTIVE SPACES; LICENSE GRANT

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any Alaska Photobooth Company synchronization product, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your Alaska Photobooth Company account by virtue of any Alaska Photobooth Company Companies product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant the Alaska Photobooth Company Companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, currently known or hereafter devised; (b) make your Content available to the rest of the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to Alaska Photobooth Company's Privacy Policy and this Agreement; and (d) use the name and/or trademark that you submit in connection with such Content of yours. You acknowledge that Alaska Photobooth Company may choose to provide attribution of your Content at Alaska Photobooth Company's discretion. You further grant the Alaska Photobooth Company Companies the right to pursue at law any person or entity that violates your or the Alaska Photobooth Company Companies' rights in your Content by a breach of this Agreement. You acknowledge and agree that your Content is non-confidential and non-proprietary. You further acknowledge, agree, and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents, and permissions to publish and otherwise use (and for the Alaska Photobooth Company Companies to publish and otherwise use) your Content as authorized under this Agreement.

To the extent that you retain any moral rights (including rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law, (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of your Content by the Alaska Photobooth Company Companies or their licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of your Content; and (d) you forever release the Alaska Photobooth Company Companies and their licensees, successors and assigns, from any claims that you could otherwise assert against the Alaska Photobooth Company Companies including but not limited to by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used by Alaska Photobooth Company without compensation or attribution at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, or other avenues through which you may post your Content, such as reviews of products, messages, materials or other items ("Interactive Spaces"). If Alaska Photobooth Company provides such Interactive Spaces on the websites, you are solely responsible for your use of such Interactive Spaces and use them at your own risk. The Capture The Fun Alaska Companies do not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area. To the extent that any entity that is one of the Alaska Photobooth Company Companies provides any form of private communication channel between Account Holders, you agree that such entity(ies) may monitor the substance of such communications in order to help safeguard Alaska Photobooth Company's community and the Services. You understand that the Alaska Photobooth Company Companies do not control or edit the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such communication. In particular, Alaska Photobooth Company does not edit or control users' Content that appears on the Websites. The Alaska Photobooth Company Companies nevertheless reserve the right to remove any such communication or other Content from the Services without notice, where they believe in their sole discretion that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the rights of the Alaska Photobooth Company Companies and/or other users of the Services. By using any Interactive Spaces, you expressly agree only to submit Content of yours that complies with Alaska Photobooth Company's published guidelines, as are in force at the time of submission and made available to you by Alaska Photobooth Company. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

1. a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
2. b. Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including

but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;

3. c. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
4. d. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
5. e. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
6. f. Constitutes mass mailings or "spamming," "junk mail," "chain letters" or "pyramid schemes;"
7. g. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including the Alaska Photobooth Company Companies;
8. h. Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers. Note that an individual's surname (family name) may be posted to Alaska Photobooth Company's websites, but only where express permission of the identified individual has been secured beforehand;
9. i. Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
10. j. Include or facilitate the dissemination of viruses, corrupted data or other harmful, disruptive or destructive files;
11. k. Is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
12. l. In the sole judgment of Alaska Photobooth Company, (i) violates the previous subsections herein, (ii) violates Alaska Photobooth Company' related guidelines as made available to you by Alaska Photobooth Company, (iii) is objectionable, (iv) restricts or inhibits any other person from using or enjoying the Interactive Spaces or any other aspect of the Services, or (v) may expose any of the Alaska Photobooth Company Companies or their users to any harm or liability of any type.

The Alaska Photobooth Company Companies take no responsibility and assume no liability for any Content posted, stored, transmitted or uploaded to the Services by you (in the case of your Content) or any third party (in the case of any and all Content more generally), or for any loss or damage thereto, nor are the Alaska Photobooth Company Companies liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Alaska Photobooth Company is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although Alaska Photobooth Company has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Alaska Photobooth Company reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Spaces or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Spaces and/or the Services more generally.

Live-Stream Recordings

Please note and be aware that those portions of the Alaska Photobooth Company services which include live-streamed or other video and/or audio communications may be recorded by Alaska Photobooth Company for the purposes of delivering the Services, for conducting quality assurance, and/or for certain marketing activities. By accepting these Terms of Service and/or using the Services, you hereby: (i) acknowledge and give your permission for Alaska Photobooth Company to record any telecommunications involving you which are part of the Services; (ii) acknowledge and give permission for Alaska Photobooth Company to make use of such recording and/or your likeness, whether audio and/or video, for the purposes of advertising or marketing the Services to others; and (iii) to make use of the recordings for training, and/or quality assurance purposes.

AS A CONDITION OF THE SERVICES YOU ACKNOWLEDGE AND AGREE THAT: (1) THE ALASKA PHOTOBOOTH COMPANY COMPANIES WILL NOT HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND (2) THE UNAUTHORIZED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO ALASKA PHOTOBOOTH COMPANY, ITS CORPORATE AFFILIATES AND/OR OTHERS.

LIABILITY DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE ALASKA PHOTOBOOTH COMPANY COMPANIES' LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING RESERVATION AVAILABILITY AND PRICING ERRORS. THE ALASKA PHOTOBOOTH COMPANY COMPANIES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE PRODUCTS OR SERVICES DISPLAYED, DESCRIBED OR OFFERED ON THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PRICING, AVAILABILITY, PHOTOGRAPHS, OR, GENERAL PRODUCT DESCRIPTIONS, REVIEWS AND RATINGS, ETC.). IN ADDITION, THE ALASKA PHOTOBOOTH COMPANY COMPANIES EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY AVAILABILITY AND PRICING ERRORS ON THE SERVICES AND/OR PRODUCTS.

ALASKA PHOTOBOOTH COMPANY MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR

SERVICE OFFERINGS BY ALASKA PHOTOBOOTH COMPANY. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ALASKA PHOTOBOOTH COMPANY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM ALASKA PHOTOBOOTH COMPANY, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALASKA PHOTOBOOTH COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

THE ALASKA PHOTOBOOTH COMPANY COMPANIES ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

THE THIRD-PARTY SUPPLIERS PROVIDING GOODS OR SERVICES ON OR THROUGH THE SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE ALASKA PHOTOBOOTH COMPANY COMPANIES. THE ALASKA PHOTOBOOTH COMPANY COMPANIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. ALASKA PHOTOBOOTH COMPANY SHALL HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

SUBJECT TO THE FOREGOING, ANY USE OF THE SERVICES OCCURS AT YOUR OWN RISK AND IN NO EVENT SHALL THE ALASKA PHOTOBOOTH COMPANY COMPANIES (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICES; PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ALASKA PHOTOBOOTH COMPANY OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the Alaska Photobooth Company Companies are found liable for any loss or damage that arises out of or is in any way connected with your use of the Services, then the Alaska Photobooth Company Companies' liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to the Alaska Photobooth Company Companies for the transaction(s) on or through the Services giving rise to the claim, or (b) One-Hundred Dollars (US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the Alaska Photobooth Company Companies.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

INDEMNIFICATION

You agree to defend and indemnify the Alaska Photobooth Company Companies and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of the Services, including the Alaska Photobooth Company Companies' websites.

LINKS TO THIRD-PARTY SITES

The Services may contain hyperlinks to websites operated by parties other than the Alaska Photobooth Company Companies. Such hyperlinks are provided for your reference only. The Alaska Photobooth Company Companies do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this or any other website) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. The Alaska Photobooth Company Companies' inclusion of hyperlinks to such websites does not imply any endorsement of the material on such third-party websites or apps or any association with their operators.

In some cases, you may be asked by a third-party site or app to link your Alaska Photobooth Company account profile to a profile on another third-party site. You are responsible for deciding if you choose to do so, it is purely optional, and the decision to allow this information to be linked can be disabled (with the third-party site or app) at any time. If you do choose to link your Alaska Photobooth Company account to a third-party site or app, the third-party site or app will be able to access the information you have stored on your Alaska Photobooth Company account, including information regarding other users with whom you share information. You should read the terms and conditions and privacy policy of the third-party sites and apps that you visit as they have rules and permissions about how they use your information that may differ from the Services, including Alaska Photobooth Company's websites. We encourage you to review these third-party sites and apps and to use them at your own risk.

SOFTWARE AS PART OF SERVICES; ADDITIONAL MOBILE LICENSES

Software from the Services may be subject to United States export controls. No software from the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Sudan, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (b) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

As noted above, the Services include software, which at times may be referred to as "apps." Any software that is made available to download from the Services ("Software") is the copyrighted work of Alaska Photobooth Company or other party as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, Alaska Photobooth Company hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned or licensed by Alaska Photobooth Company, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT OR THIS AGREEMENT (AS APPLICABLE).

COPYRIGHT AND TRADEMARK NOTICES

Alaska Photobooth Company, its logo(s), and all other product or service names or slogans displayed on the Services are registered and/or common law trademarks of Capture The Fun Alaska, LLC and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Alaska Photobooth Company or the applicable trademark holder. In addition, the look and feel of the Services, including Alaska Photobooth Company's websites, as well as all page headers, custom graphics, button icons and scripts related to same, is the service mark, trademark and/or trade dress of Alaska Photobooth Company and may not be copied, imitated or used, in whole or in part, without the prior written permission of Alaska Photobooth Company. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Except to the extent noted elsewhere in this Agreement, reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Alaska Photobooth Company.

All rights reserved. Alaska Photobooth Company is not responsible for content on websites operated by parties other than Alaska Photobooth Company.

Notice and Take-Down Policy for Illegal Content

Alaska Photobooth Company operates on a "notice and takedown" basis. If you have any complaints or objections to Content, including user messages posted on the Services, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately by following Alaska Photobooth Company's notice and takedown procedure. Once this procedure has been followed, Alaska Photobooth Company will respond to valid and properly substantiated complaints by making reasonable efforts to remove manifestly illegal content within a reasonable time.

MODIFICATIONS TO THE SERVICES; TERMINATION

Alaska Photobooth Company may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where Alaska Photobooth Company deems it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement, as amended.

The Alaska Photobooth Company Companies may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases or Content. The Alaska Photobooth Company Companies may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data or where Alaska Photobooth Company and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where Alaska Photobooth Company and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

Alaska Photobooth Company may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of the Alaska Photobooth Company Companies and/or others users of the Services. That means that Alaska Photobooth Company may stop providing you with Services.

JURISDICTION AND GOVERNING LAW

This website is owned and controlled by Capture The Fun Alaska, LLC dba Alaska Photobooth Company, a U.S. limited liability company. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the state of Alaska, USA. You hereby consent to the exclusive jurisdiction and venue of courts in and/or for Fairbanks North Star Borough Alaska, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against Capture The Fun Alaska, LLC arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the state of Alaska. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of Capture The Fun Alaska, LLC to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer - and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as a business or Business Representative, you may be entitled to bring claims against Capture The Fun Alaska, LLC in the Courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country or residence.

GENERAL PROVISIONS

Alaska Photobooth Company reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Alaska Photobooth Company and/or its corporate affiliates as a result of this Agreement or use of the Services.

Alaska Photobooth Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits Alaska Photobooth Company's right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on

which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Alaska Photobooth Company with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Alaska Photobooth Company with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- Additional Products
- Prohibited Activities
- User Content and Use of Other Interactive Spaces; License Grant
- Liability Disclaimer
- Indemnification
- Software as Part of Services
- Copyright and Trademark Notices
- Notice and Take-Down Policy for Illegal Content
- Modifications to the Services; Termination
- Jurisdictions and Governing Law
- General Provisions
- Service Help

The terms and conditions of this Agreement are available in the language of the Alaska Photobooth Company websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product, or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that Alaska Photobooth Company's corporate affiliates shall be deemed express third-party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without Alaska Photobooth Company's consent.

Any rights not expressly granted herein are reserved.

SERVICE HELP

For answers to your questions or ways to contact us at Capture the Fun Alaska, LLC, dba Alaska Photobooth Company (907) 479-0010 Or, you can write to us at:

Capture the Fun Alaska, LLC, 970 Cranberry Ridge Drive Fairbanks, AK 99712

Please note that Capture the Fun Alaska, LLC does not accept legal notices or service of legal process by any means other than hard copy post delivered to the address immediately above. For the avoidance of doubt and without limitation, Alaska Photobooth Company therefore does not accept notices or legal service deposited upon any of Alaska Photobooth Company's affiliates or subsidiaries.

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PRIVACY AND COOKIE STATEMENT

Effective: January 1, 2020

Alaska Photobooth Company knows that sharing your personal information with us is based on trust. We take this seriously and are committed to ensuring that we respect your privacy when you visit Alaska Photobooth Company's website or use Alaska Photobooth Company's services. Please review this Statement carefully to learn about Alaska Photobooth Company's privacy practices.

Alaska Photobooth Company operate in-person and online, photographic experiences, photography, event services, virtual entertainment experiences, photo booth rental service, flipbook rental services and other offerings relating to the delivery of experiential marketing services.

In this Statement, these are collectively referred to as Alaska Photobooth Company's Services.

Alaska Photobooth Company's Services are owned and operated by Capture the Fun Alaska, LLC. By visiting Alaska Photobooth Company's websites and related applications, whether on a computer,

phone, tablet, or similar device (these are all referred to as a "Device"), you are accepting the practices described below.

As a global company, we operate in a number of countries and territories where the laws and customs differ. This Statement provides a general overview of Alaska Photobooth Company's privacy practices; you can view certain country-specific information by selecting your place of residence in the jurisdiction links at the bottom of this Statement

Information Collected

When you access or use Alaska Photobooth Company's Services, we collect information from and about you to provide a more personalized and relevant experience. Some information we collect automatically, other information we collect from different sources, including affiliated entities, business partners, and other independent third-party sources. When you use Alaska Photobooth Company's Services by "clicking-through" from a third-party site or when you visit third-party sites via Alaska Photobooth Company's Services, those third-party sites may share information with us about your use of their service.

Information collected may include the following:

- **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline ("personal information");
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access our Website, and usage details. We collect this information:
 - Directly from you when you provide it to us.
 - Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, and other tracking technologies.
 - From third parties, for example, our business partners.
- **Information You Provide to Us**

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of subscribing to our service, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.
 - Records and copies of your correspondence (including email addresses), if you contact us.
 - Your responses to surveys that we might ask you to complete for research purposes.
- Information We Collect Through Automatic Data Collection Technologies As you navigate

through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website. •

- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is only statistical data and does not include personal information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns. • Store information about your preferences, allowing us to customize our Website according to your individual interests. • Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies)**. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

Information Uses

Alaska Photobooth Company is committed to providing you with relevant content on Alaska Photobooth Company's Services and respect the data privacy laws of the different jurisdictions which we operate in. We use information about you so we can help you enjoy and use Alaska Photobooth Company's Services, including in the following ways:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To notify you about changes to our Website or any products or services we offer or provide though it.

Information Sharing

In order to provide some of Alaska Photobooth Company's Services, we may need to share information with certain other third parties, including Alaska Photobooth Company's group of companies, in the following circumstances:

- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- The provide service provided by online conferencing :Zoom, FaceTime and Scype
- We may also disclose your personal information to comply with any court order, law, or legal process, including to respond to any government or regulatory request.

Information Choices

You have options with respect to the collection and use of your information. You can access, update and even close your account by visiting the Member Profile page on Alaska Photobooth Company's website.

Information Transfers

We are a U.S.-based company. If we transfer your information to other countries, we will use and protect that information as described in this Statement and in accordance with applicable law.

Information Security

We have implemented appropriate administrative, technical, and physical security procedures to help protect your information.

Information Retention

We will retain copies of your information for as long as you maintain your account or as necessary in connection with the purposes set out in this Statement, unless applicable law requires a longer retention period. In addition, we may retain your information for the duration of any period necessary to establish, exercise or defend any legal rights.

Do Not Track Signals

Alaska Photobooth Company's website is not designed to currently respond to "Do Not Track" ("DNT") signal requests from browsers. This is due to the lack of global standardized interpretation that defines "Do Not Track" signals. Once the industry has settled on standards related to this issue, we may re-evaluate this approach.

Cookies

We want your access to Alaska Photobooth Company's Services to be as easy, efficient and useful as possible. To help us do this, we use cookies and similar technologies to improve your experience, to enhance site security and to show you relevant advertising.

Cookie Consent Tool

We are in the process of obtaining a Cookie Consent Tool, which allows you to review the first party and third-party cookies placed through Alaska Photobooth Company's website and adjust your cookie settings, including whether to accept such cookies or not. Please check back to obtain the date of installation.

Statement Changes and Notification

We may update this Statement in the future. If we believe any changes are material, we will let you know by doing one or more of the following: sending you a communication about the changes, placing a notice on the website and/or posting an updated Statement on the website. We will note at the top of this Statement when it was most recently updated. We encourage you to check back from time to time to review the most current version and to periodically review this Statement for the latest information on Alaska Photobooth Company's privacy practices.

Contact

If you have a data privacy request, such as a request to delete or access your data, please visit Alaska Photobooth Company's dedicated privacy portal by clicking [here](#). For general data privacy inquiries or questions concerning Alaska Photobooth Company's Privacy and Cookies Statement, please refer to Alaska Photobooth Company..

Europe

General Data Protection Regulation Privacy Statement ("GDPR Statement")

This GDPR Statement applies to persons in the European Economic Area ("EEA"), including those based in the United Kingdom. This GDPR Statement supplements Alaska Photobooth Company's Statement; however, where the Statement conflicts with the GDPR Statement, the GDPR Statement will prevail as to persons in the EEA.

Controller of Personal Information

Capture the Fun Alaska, LLC is the data controller of personal information we collect, however, in accordance with applicable data privacy law, we have appointed a representative within the European Union.

Your rights under GDPR

You have certain rights regarding your personal data under the GDPR.

Information Uses

We will only use your personal data when the law allows us to.

Notice to European Users

THIS SITE AND THE SERVICES ON THIS SITE ARE TARGETED FOR USERS IN THE UNITED STATES OF AMERICA. ANY INFORMATION YOU ENTER ON THIS SITE MAY BE TRANSFERRED OUTSIDE OF THE EUROPEAN UNION TO THE UNITED STATES OF AMERICA WHICH DOES NOT OFFER AN EQUIVALENT LEVEL OF PROTECTION TO THAT REQUIRED IN THE EUROPEAN UNION. IN PARTICULAR, YOU ARE ADVISED THAT THE UNITED STATES OF AMERICA USES A SECTORAL MODEL OF PRIVACY PROTECTION THAT RELIES ON A MIX OF LEGISLATION, GOVERNMENTAL REGULATION, AND SELF-REGULATION. ARTICLE 26 OF THE EUROPEAN UNION'S DATA PROTECTION DIRECTIVE

(DIRECTIVE 95/46/EC, 1995 O.J. (L 281) 31) ALLOWS FOR TRANSFER OF PERSONAL DATA FROM THE EUROPEAN UNION TO A THIRD COUNTRY IF THE INDIVIDUAL HAS UNAMBIGUOUSLY GIVEN HIS CONSENT TO THE TRANSFER OF PERSONAL INFORMATION, REGARDLESS OF THE THIRD COUNTRY'S LEVEL OF PROTECTION. BY USING THIS SITE OR THE SERVICES, YOU CONSENT TO THE TRANSFER OF ALL SUCH INFORMATION TO THE UNITED STATES OF AMERICA WHICH MAY NOT OFFER AN EQUIVALENT LEVEL OF PROTECTION TO THAT REQUIRED IN THE EUROPEAN UNION AND TO THE PROCESSING OF THAT INFORMATION BY THE COMPANY ON ITS SERVERS LOCATED IN THE UNITED STATES OF AMERICA AS DESCRIBED IN THIS PRIVACY POLICY.

California

California Consumer Privacy Act Privacy Statement ("CCPA Statement")

This CCPA Statement is provided pursuant to the California Consumer Privacy Act ("CCPA") and applies to California residents and supplements Alaska Photobooth Company's overall Statement with additional disclosures and rights.

Your rights under CCPA

As of January 1, 2020, California law permits residents of California to request certain details about how their personal information is shared with third parties or affiliated companies for direct marketing purposes.

Disclosures

For purposes of compliance with the CCPA, in addition to the further details as described in the CCPA Statement, above, we make the following disclosures:

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline ("personal information");
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access our Website, and usage details. We collect this information:
- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, and other tracking technologies.
- From third parties, for example, our business partners.

Information You Provide to Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of subscribing to our service, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.
 - Records and copies of your correspondence (including email addresses), if you contact us.
 - Your responses to surveys that we might ask you to complete for research purposes.
- Information We Collect Through Automatic Data Collection Technologies As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:
- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
 - Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is only statistical data and does not include personal information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies)**. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To notify you about changes to our Website or any products or services we offer or provide though it.

Disclosure of Your Information

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To fulfill

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the “email a friend” feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- We may also disclose your personal information to comply with any court order, law, or legal process, including to respond to any government or regulatory request.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent.

We do not control third parties’ collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s [website](#). California residents may have additional personal information rights and choices. Please see [*Your California Privacy Rights*], below, for more information.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy/privacy-laws>.

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