

Play Date MTX DBA Play Park MTX Terms of Use

(Effective December 16, 2022)

Thank you for visiting this "Site," which

includes www.playparkmtx.com and <https://ecom.roller.app/playparkmtx/> ("Website") both of which are operated by Play Park MTX, LLC. These Terms of Use govern your use of this Site.

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Your Acceptance of These Terms of Use

These Terms of Use apply to all users of this Site. By using this Site you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use this Site.

Your Acceptance of Our Privacy Policy

By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy, which is expressly incorporated herein and is available www.playparkmtx.com. Before using this Site, please carefully review our Privacy Policy. All personal information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

Your Consent to Other Agreements

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

Ownership of this Site and its Content

This Site, including all its Content are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of Play Park MTX or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws. The presence of any Content on this Site does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through this Site. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission. Subject to the License limitations below, permission is hereby granted to the extent necessary to lawfully access and use this Site and to display, download, or print portions of this Site on a temporary basis and for your personal, educational, noncommercial use only, provided that you (i) do not modify the Content; (ii) you retain any and all copyright and other proprietary notices contained in the Content; and (iii) you do not copy or post the Content on any network computer or broadcast the Content in any media.

Content and Software License

If an Play Park MTX service or product is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use such software, content, virtual item or other material for your personal, noncommercial use only (“License”).

You may not circumvent or disable any content protection system or digital rights management technology used with any Play Park MTX Technology; decompile, reverse engineer, disassemble or otherwise reduce any Play Park MTX Service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any Play Park MTX Technology in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands. You may not access or use any Play Park MTX Technology in violation of United States export control and economic sanctions requirements. By acquiring services, content or software through the Play Park MTX Technology, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

Mobile Network

When you access the Site through a mobile network, your network or roaming provider’s messaging, data and other rates and fees will apply. Downloading, installing or using certain Play Park MTX services may be prohibited or restricted by your network provider and not all Play Park MTX services may work with your network provider or device.

Trademarks

The Play Park MTX names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within this Site, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of Play Park MTX and/or its affiliates (“Play Park MTX Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within this Site are the property of their respective owners. You are not authorized to display or use the Play Park MTX Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within this Site without the prior written permission of such owners. The use or misuse of the Play Park MTX Marks or other

trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

Responsibility for User-Generated Content Posted on or Through this Site

You are responsible for User-Generated Content that you post. Under no circumstances will we be liable in any way for any UGC.

This means that you, not Play Park MTX, are entirely responsible for all UGC that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the UGC you post is not your original work, it is your responsibility to obtain any necessary permission to post it. Because we do not control the UGC posted on or through this Site, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that UGC. You also agree and understand that by accessing this Site, you may encounter UGC that you may consider to be objectionable. We have no responsibility for any UGC, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any UGC posted, emailed, transmitted or otherwise made available on or through this Site. The UGC posted on or through this Site expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views Play Park MTX or any person or entity associated with Play Park MTX. You own User-Generated Content, but we may use it. You own the copyright in any original UGC you post. We do not claim any copyrights in UGC. However, by using this Site you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain repurpose, and commercialize UGC you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post any UGC that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas. We may disclose and/or remove User-Generated Content. Play Park MTX has certain rights. We have the right (but do not assume the obligation) to:

- monitor all UGC;
- require that you avoid certain subjects;
- remove or block any UGC at any time without notice at our sole and absolute discretion;
- disclose any UGC and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Play Park MTX or others, or to enforce these Terms of Use; and
- terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of UGC you post, and that you will retain ownership thereof as described above.

Restrictions on User-Generated Content. It is a condition of these Terms of Use that you do not:

- upload, post, transmit or otherwise make available any UGC that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- any UGC that constitutes or encourages activity illegal under criminal or civil law;
- any UGC that is false, misleading, or fraudulent;

- any UGC that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- any UGC that violates or infringes upon the rights of others, including UGC which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- any UGC that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
- any request for or solicitation of any personal or private information from any individual;
- any request for or solicitation of money, goods, or services for private gain;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- any UGC that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- violate any local, state, national or international law, rule or regulation.

By posting User-Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the UGC and have the right to grant the license set forth in these Terms of Use; (ii) the UGC is accurate, and (iii) you have read and understood—and your UGC fully complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

Removal of Content

In general, you can seek removal of objectionable UGC by contacting us using the information provided below. We will review all such requests and will remove UGC that we determine should be removed, in our sole discretion and in accordance with these Terms of Use and applicable law. Please be aware, however, that if the UGC has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the UGC we remove from this Site may remain on back-up servers. Violation of copyrights. Play Park MTX does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent. If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (“DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on this Site or has been otherwise copied and made available on this Site in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on this Site (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; and

- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your statement must be addressed as follows:

Copyright Agent

Play Park MTX

info@playparkmtx.com

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

Your Feedback

Although we do not claim ownership of User-Generated Content you post using this Site, the Feedback you provide to us through this Site will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Your Obligations

In consideration of your use of this Site, you agree that to the extent you provide personal information to Play Park MTX it will be true, accurate, current, and complete and that you will update all personal information as necessary. To the extent you create an account through this Site, you understand and agree that any account you create, including your username and password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password by you or by anyone else using your username and password, whether or not authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You also agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password by contacting us using the information provided below. Until we are so notified you will remain liable for any unauthorized use of your account. You agree to use this Site in a manner consistent with any and all applicable rules and regulations. You agree not to upload or transmit through this Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. We reserve all rights and remedies available to us.

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Links to Third-Party Websites

This Site may provide links to other websites operated by third parties. Because we have no control over third-party websites, we are not responsible for the availability of those websites and do not

endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. Play Park MTX shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. These Terms of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites.

Modification and Discontinuation

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Site.

Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Play Park MTX of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Texas without regard to any conflict of law principles. You agree that any action at law or in equity arising out of or relating to these Terms of Use that is not subject to arbitration shall will be filed, and that venue properly lies, only in state or federal courts located in Tarrant County, Texas, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action. However, we retain the right to bring an action in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

Indemnity

You agree to indemnify and hold Play Park MTX, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

Dispute Resolution By Binding Arbitration and Class Action Waiver

EXCEPT AS EXPRESSLY NOTED BELOW, ANY DISPUTE BETWEEN YOU AND Play Park MTX OR AND OF ITS SUBSIDIARIES OR AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THIS SITE, CONTENT, OR Play Park MTX' OR ITS SUBSIDIARIES' OR AFFILIATES' APPLICATIONS, PRODUCTS OR SERVICES MUST BE SUBMITTED TO

BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT. The dispute must be arbitrated in accordance with the then current rules and procedures cited below and under the auspices of the American Arbitration Association (“AAA”), except to the extent the rules and procedures are modified by these Terms of Use. This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitration agreement in these Terms is governed by the Federal Arbitration Act (“FAA”), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect. The following disputes and/or claims are expressly excluded from this binding arbitration provision:

1. A dispute or claim you may assert in small claims court if your claims apply;
2. A dispute or claim relating to the enforcement of Play Park MTX’ intellectual property rights,;
3. A dispute or claim relating to personal injury or to other similar claims arising out of or in connection with an accident or claimed physical injury at a park, are expressly excluded from this arbitration provision and the terms hereof. ; and
4. Any claims related to violations of the federal Americans with Disabilities Act and/or state accessibility laws and regulations.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Play Park MTX should be addressed to: General Counsel, Play Park MTX, 650 US HWY 287 N., STE 180, Mansfield, TX 76063 (the “Notice Address”). If, through informal negotiation, Play Park MTX and you do not reach an agreement to resolve the dispute within thirty (30) days after the Notice is received, you or Play Park MTX may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Play Park MTX or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Play Park MTX is entitled. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA (the “AAA Rules”), as modified by these Terms of Use, and will be administered by the AAA. The AAA rules are available on line at www.adr.org The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND Play Park MTX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Play Park MTX agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative, joint, or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. If you are a resident of the United States, arbitration shall take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in Tarrant County, Texas, United States of America, and you and Play Park MTX agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Except as may be required by law, neither you nor an arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of both parties. Except as otherwise provided for herein, Play Park MTX will be responsible for paying any arbitration filing fees or fees required in order to obtain a hearing (or documentary submission) of the claim under the applicable rules to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state where your reside. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Play Park MTX for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Except for the enforcement process described below, the decision of the

arbitrator will be final and binding on all parties to the dispute; however, the arbitrator is bound by the terms of these Terms of Use. The arbitrator will have no authority or power to: (i) assess punitive or exemplary damages; or (ii) make any award that extends, modifies or suspends any reasonable standard of business performance set by Play Park MTX. The arbitrator must also follow the applicable law and may not disregard the law based on principles of justice or equity which are not a specific part of the applicable law. If you are the prevailing party in any arbitration under these Terms of Use, you will be entitled to recover your reasonable attorneys' fees and costs, however if you have the right to attorneys' fees under any other applicable law, you are not entitled to duplicative awards of attorneys' fees or costs. A judgment may be entered upon the arbitration award and enforced in accordance with the Federal Arbitration Act and applicable rules of arbitration. You and Play Park MTX irrevocably waive any right you may have to a jury trial. You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

These Terms of Use May Change

These Terms of Use are current as of the effective date set forth above. Play Park MTX reserves the right to change these Terms of Use from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use. If at any time you choose not to accept these Terms of Use, you should not use this Site.

Entire Agreement

These Terms of Use (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and Play Park MTX with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Play Park MTX with respect to this Site and your use of this Site.

Definitions

The term "Content" refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site, including User-Generated Content and Feedback. The term "Feedback" refers to the Content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site. The term "including" means "including, but not limited to." The term "Site" refers to any site on which these Terms of Use are posted and that is owned by Play Park MTX. The terms "Play Park MTX," "we," "us," and "our" refer to Play Park MTX. The term "User-Generated Content" or "UGC" means all of the text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you post using the social networking tools we make available to you and that does not constitute "Feedback."

Questions

If you have any questions about this Site or these Terms of Use, please contact us using the following information:

or Send Us a Message Online at info@playparkmtx.com

Play Park MTX

650 US HWY 287 N

STE 180

Mansfield, TX 76063