

**Effective date: January 21, 2016**

BEFORE PROCEEDING, PLEASE READ THE TERMS CAREFULLY. BY USING OUR WEBSITE YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF USE, INCLUDING OUR PRIVACY POLICY, ANY ADDITIONAL TERMS AND CONDITIONS, GUIDELINES, POLICIES, AND FUTURE MODIFICATIONS THEREOF. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE IMMEDIATELY STOP USING OUR WEBSITE AND IF APPLICABLE, DELETE YOUR ACCOUNT.

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1. **Introduction:**

The following terms, conditions and provisions (the "**Terms of Use**") govern the relationship between you and Playdium ("**Playdium**" or "**we**" or "**our**"), owned and operated by Cineplex Entertainment LP ("**Cineplex**") as it pertains to your online dealings with us.

## 2. **The Playdium Website**

By using any part of [TheRecRoom.com](https://www.TheRecRoom.com), including any Playdium branded mobile websites or applications owned by Cineplex (collectively referred to as the "**Website**") or establishing an account on the Website, you agree to comply with, and be legally bound by, these Terms of Use, the Cineplex Privacy Policy (collectively referred to as the "**Website Terms**"), all applicable laws and all applicable terms of use and policies as may apply to the devices, technology or products used in conjunction with the Website or the merchandise purchased therefrom. If the Website Terms are not acceptable to you, you must not use this Website.

"**Use**" of the Website shall include, but is not limited to browsing the Website and the Content, as hereinafter defined, registering for an account on any of your devices, posting comments on the Website, requesting electronic newsletters, and purchasing tickets and other items (including gift cards) electronically.

## 3. **Privacy**

Your privacy is important to us. The Cineplex [Privacy Policy](#) is incorporated into these Website Terms by reference (the "**Privacy Policy**"). Please read the Privacy Policy carefully for details on the collection, use and disclosure of your personal information. Your use of the Website shall be deemed to constitute your understanding and approval of, and agreement to be bound by, the Privacy Policy and you consent to the collection, use and disclosure of your personal information by Playdium and/or third parties in accordance with the Privacy Policy or as otherwise required by law.

## 4. **Modification of the Website Terms**

We reserve the right, at our sole discretion, to change modify, add or remove portions of the Website Terms at any time with or without notice to you. Please check these Website Terms

periodically for changes. Your continued use of the Website after the posting of any changes to these Website Terms constitutes your acceptance of such changes. Modifications to these Website Terms shall be effective as the effective date written above.

## 5. **Responsibility For Minors**

This Website may contain material that is inappropriate for audiences under the age of thirteen (13). You acknowledge and agree that you will not authorize anyone under the age of thirteen (13) to access or view the Website.

Playdium believes that parents should supervise their children's online activities and consider using commercially available parental control protections (such as computer hardware, software, or filtering services), which may assist you in limiting access to material that is harmful to minors. These tools can also prevent children from disclosing online their name, address, and other personal information without parental permission.

If you are interested in learning more about these protections, information is available at [www.cybersitter.com](http://www.cybersitter.com), [www.netnanny.com](http://www.netnanny.com) or other analogous sites providing information on such protections. (Note: The preceding links are provided for information purposes only. Playdium is not affiliated with these entities and the foregoing is not intended as an endorsement of these entities, their services or policies.)

If for any reason Playdium believes a user may be under the age of 13, Playdium reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 13 all personal information shall be deleted from our system and we reserve the right to limit and/or ban the user from our site.

## 6. **Prohibited Use**

As a condition of your use of the Website, you will not use the Website for any unlawful purpose or in a manner prohibited by these Website Terms. If you reside outside of Canada, you acknowledge that you are responsible for ensuring that your use of the Website complies

with all rules, laws, and regulations in the jurisdiction where you reside, including, without limitation, laws concerning intellectual property, the Internet, data and privacy.

- You may not use the Website or Content for commercial purposes. You agree not to reproduce, duplicate, copy, sell, distribute, resell or exploit any portion of the Website and/or Content or use the Website and/or Content for any other purpose other than your personal, private, non-commercial purposes.
- You agree that you will not use the Website and/or Content to defame, harass, abuse, threaten or stalk others or to collect or attempt to collect personal information about users or other third parties.
- You agree not to, intentionally or otherwise, damage, impair or disable the Website and/or Content or any user's enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, adware or other malicious code.
- You agree not to remove, circumvent, disable, damage or otherwise interfere with any security related features of the Website and/or Content or features that prevent or restrict the use or copying of any content accessible through the Website and/or Content.
- You agree that you will not attempt to gain unauthorized access to the Website and/or Content or any computer system or networks connected to the Website and/or Content, through hacking, password mining or any other means or interfere or attempt to interfere with the proper operation of the Website and/or Content.
- You agree not to use framing techniques to enclose trademarks, logos or other materials posted on the Website or use any of our META tags or other "hidden text" on the Website or contained in the Content without our express written permission.
- You agree not to make unsolicited offers, advertisements, spam and proposals to other users of the Website.
- You agree not to modify, adapt, translate or create derivative works based on the Website or any part thereof.

Any violation of the above terms is strictly prohibited and can result in the immediate revocation of any licenses granted to you to use the Website and may constitute violations of law.

## 7. Ownership/Proprietary Rights

The Website is owned and operated by Cineplex. The content, visual interface, interactive features, information, graphics, design, computer code, methods of operation, documentation, software, services and all other elements contained in or as part of the Website (the "**Content**") and any moral rights contained therein are copyrighted works owned by Cineplex or its affiliates and/or third party licensors and are protected by Canadian copyright, trademark, trade dress and patent laws, international conventions and all other relevant intellectual property and proprietary rights and applicable law both in Canada and abroad, where permitted. All trademarks, service marks and trade names on the Website are owned by Cineplex, its affiliates and/or third party licensors. Except as expressly authorized by Cineplex, you agree not to sell, license, distribute, copy, modify, publically perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Content. Cineplex reserves all rights, including without limitation, all intellectual property rights or other proprietary rights in connection with the Website and the Content. You shall not acquire any right, title or interest to the Website and/or Content, except for the limited rights set forth in these Website Terms. Cineplex will aggressively enforce its intellectual property and other rights to the fullest extent permitted by law or equity including, but not limited to, criminal prosecution. You agree that notwithstanding anything contrary contained herein, you shall have no ownership or other proprietary interest in any account you create and you acknowledge and agree that all rights in and to any account are and shall forever be owned by and enure to the benefit of Cineplex.

Subject to these Terms of Use, you may display, download and print the contents of this Website for non-commercial purposes which are personal or educational, provided that you attribute ownership of all such content to Cineplex and provided that you do not contest Cineplex's ownership of or rights towards all such content. All content on this Website is copyrighted and owned by Cineplex or a third party, as indicated. The content on this Website may not, without the express written permission of Cineplex, be saved, shared, broadcast, disseminated, copied, modified, published, transferred, transmitted, reposted, reproduced, reused, displayed, sold, linked to another website or used for public or commercial purposes, unless permitted by these Terms of Use.

Cineplex respects the intellectual property rights of others and requires that everyone using the Website does the same. Cineplex will promptly process and investigate notices of alleged infringement and will take any actions, in its sole discretion, it deems appropriate.

Notifications of claimed copyright infringement should be sent via the online form located in [Feedback Zone](#).

8. **Disclaimer/Waivers/Limitations**

ALTHOUGH THE CONTENT ON THIS WEBSITE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, SUCH CONTENT MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR ERRORS, AND IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. NEITHER PLAYDIUM NOR CINEPLEX, INCLUDING ITS LICENSORS, AGENTS, SERVANTS, CONTRACTORS, PARTNERS, SERVICE PROVIDERS OR SUPPLIERS MAKE ANY REPRESENTATION WHATSOEVER AND DISCLAIM ALL STATUTORY, EXPRESS OR IMPLIED WARRANTY, COVENANT AND/OR CONDITION OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, TERMS, COVENANTS OR CONDITIONS REGARDING ACCURACY, FUNCTIONALITY, UNINTERRUPTED SERVICE, COMPATABILITY, SOFTWARE COMPATABILITY, FREEDOM FROM COMPUTER VIRUS, MALWARE OR ADWARE, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, RESULTS OBTAINED FROM USE OF THIS WEBSITE, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE ARISING BY LAW, EQUITY, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

INTERNET SERVICES, LINKS AND CONNECTIONS ARE SUSCEPTIBLE TO TECHNICAL DIFFICULTIES, CRASHES, DOWN-TIME, ACTS OF GOD AND OTHER OCCURRENCES BEYOND THE CONTROL OF PLAYDIUM OR CINEPLEX. CINEPLEX AND PLAYDIUM SHALL USE ITS REASONABLE EFFORTS TO MAINTAIN A CONSISTENT LINK WITH THE INTERNET, BUT CANNOT AND DOES NOT

REPRESENT, WARRANT OR COVENANT THAT IT SHALL MAINTAIN SUCH CONTINUOUS AND UNINTERRUPTED LINK TO THE INTERNET. NEITHER CINEPLEX NOR PLAYDIUM SHALL BE LIABLE, OBLIGATED OR OTHERWISE RESPONSIBLE IF IT IS UNABLE OR UNWILLING TO MAINTAIN A CONTINUOUS AND UNINTERRUPTED LINK TO THE INTERNET.

YOUR USE OF THIS WEBSITE MEANS THAT YOU AGREE THAT YOU ARE USING THIS WEBSITE AT YOUR OWN RISK AND LIABILITY. NEITHER CINEPLEX NOR PLAYDIUM SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, MORAL, INCIDENTAL, COLLATERAL OR SPECIAL DAMAGES OF ANY KIND, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE OF THE CONTENT ON THIS WEBSITE, OR THOSE DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER FROM THE USE OF, OR INABILITY TO USE, ANY CONTENT ON THIS WEBSITE (OR A WEBSITE LINKED TO THIS WEBSITE), OR ANY OTHER CAUSE EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; AND EVEN IF CAUSED BY ANY ACT, OMISSION OR NEGLIGENCE OF CINEPLEX OR ANY OF ITS LICENSORS, AGENTS, SERVANTS, CONTRACTORS, PARTNERS, SERVICE PROVIDERS OR SUPPLIERS, AND EVEN IF ANY OF THEM HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

THE PRECEDING LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY LAW OR EQUITY, IN ALL ACTIONS OF ANY KIND WHATSOEVER, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY PART OF THESE TERMS OF USE DECLARED INVALID BY A COURT OF COMPETENT JURISDICTION SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

9. **Advertising and Links**

The Website may contain third party advertising and links to third party websites. Third party advertisements and links are provided solely as a convenience to you and not as an endorsement by Cineplex or Playdium. Neither Cineplex nor Playdium are responsible for the content of any third party website or the products and/or services offered by third parties who advertise on the Website, or third party links contained therein, nor does it make any representation or warranty of any kind regarding any third party website or products and/or services offered by third parties, including, without limitation: (a) advertising claims made by third parties; (b) the legality, accuracy, reliability, completeness, timeliness, suitability of any content on any third party website; (c) the merchantability or fitness for a particular purpose of any material, content, software, goods or services located at or made available through such third party websites; or (d) the third party websites will be uninterrupted or error free, that defects or errors in such third party websites will be corrected or that such third party websites will be free from viruses or other harmful components.

Third party linked sites are not under the control of Playdium or Cineplex and may collect data or solicit personal information from you. Neither Cineplex nor Playdium shall be responsible for the content, business practices or the privacy policies of the third party linked sites, including but not limited to the collection, use and disclosure of personal information that these sites may collect.

You agree that neither Playdium nor Cineplex shall be responsible or liable to you for any type of loss or damage that may result in any such dealings you may have with advertisers or third party websites linked to the Website, either directly or indirectly as a result of the presence of such advertising on the Website.

#### 10. **Registering for an Account**

Playdium, through the Website has provided you with the opportunity to register for a Cineplex Connect account (“Account”) which will allow you to manage your newsletter subscriptions, purchase online tickets and gift cards without having to enter your personal information before the conclusion of each transaction. You are not required to create an Account. If you do so, you agree to: (a) provide true, accurate, current and complete information about yourself as

prompted by any registration form; and (b) maintain and promptly update the information you provide to keep it true, accurate, current and complete. If either Cineplex or Playdium have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cineplex and/or Playdium have the right to suspend or terminate your access to your Account and the Website and refuse any and all current or future use of the Website (or any portion thereof). Use of any personally identifying information you provide as part of the Account registration process is governed by the terms of the [Privacy Policy](#).

By registering for an Account, you affirm that you are either over the age of 18, or possess legal parental or guardian consent if you are between the ages of thirteen (13) and eighteen (18), and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Website Terms, and to abide by and comply with the Website Terms. In any case, you affirm that you are over the age of 13. If you are under 13 years of age, then please do not use this Website and talk to your parents about what sites are appropriate for you.

To use certain features of your Account, you may also need a username and password, which you will create through the registration process. You are responsible for maintaining the confidentiality of the password and account, and you are responsible for all activities that occur under your password or account. You agree to notify either Cineplex or Playdium immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. Playdium, Cineplex and its respective affiliates, related companies, unaffiliated partners, licensors and/or licensees cannot and will not be liable for any loss or damage arising from Playdium or Cineplex's (and/or its respective affiliates, related companies, unaffiliated partners, licensors and/or licensees') failure or your failure to protect your password or account information.

#### 11. **Posting and Commenting Guidelines**

You acknowledge and agree that when using the Website, you may be exposed to user-submitted content ("**User Submissions**") from a variety of sources, and that neither Cineplex nor Playdium are responsible for the accuracy, usefulness, safety, or intellectual property rights

of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Cineplex or Playdium with respect thereto.

You retain all of your ownership rights in any User Submissions that you post to the Website. By uploading and/or posting your User Submission to the Website, you grant Cineplex and/or Playdium a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to: (a) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such User Submission for any purpose via all forms of media now known or hereafter devised; and (b) to transfer or sublicense to third parties the unrestricted right to exercise any of the foregoing rights.

In addition to the grant of the above license, you hereby: (a) agree to waive all moral rights in your User Submission in favour of Cineplex and Playdium; (b) consent to your name appearing as the contributor of your User Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with your User Submission, and (c) acknowledge and agree that neither Cineplex nor Playdium are responsible for any loss, damage, or corruption that may occur to your User Submission.

You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website. You acknowledge and agree that neither Cineplex nor Playdium shall in any way be responsible for any authorized and/or unauthorized use, reproduction, distribution or display of your User Submissions by any third party.

Neither Cineplex nor Playdium endorse any User Submissions posted on the Website by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Cineplex and Playdium expressly disclaims any and all liability in connection with all User Submissions posted on the Website. Neither Cineplex nor Playdium permit or condone copyright infringing activities and infringement of intellectual property rights on the Website and we will remove all User Submissions if notified that such User Submission infringes on

third party intellectual property rights. We reserve the right to remove any User Submission posted on the Website without prior notice and without reason.

Neither Cineplex nor Playdium condone the submission of inappropriate content including, without limitation, content that is defamatory, discriminatory or illegal. Cineplex and /or Playdium shall make reasonable efforts to monitor User Submissions at all times to determine compliance with Website Terms and any operating rules established by Playdium and to satisfy any law, regulation or authorized government request.

With respect to your User Submission, you agree to not use the Website to submit any content that: is offensive or that promotes racism or hatred; could be harmful to minors; harasses or bullies others; is false, misleading or illegal; infringes any patent, trademark, trade secret, copyright or other proprietary rights of any third party; contains or displays content of a sexually explicit nature, nudity or sexual activity; facilitates the impersonation of another person; you do not have a right to transmit under any law or under any contractual or fiduciary relationships (such as inside information, proprietary or confidential information); engages in commercial activities and/or sales without Cineplex's and/or Playdium's prior written consent.

The above is a partial list of the kind of activity that is illegal or prohibited on the Website. All users of the Website are encouraged to report inappropriate content by contacting [Guest Services](#). Cineplex and/or Playdium reserves the right to investigate and take appropriate legal action against anyone who, in Cineplex's and/or Playdium's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. In addition, we reserve the right, in our sole discretion, to remove any User Submission without prior notice and for any reason.

You are solely responsible for the User Submissions you post on the Website and the consequences of submitting and publishing your User Submissions. You represent, and warrant that your User Submissions do not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Cineplex and Playdium all of the license rights granted herein.

You agree to indemnify, save and hold Playdium and Cineplex (including its affiliated companies, successors, assigns, agents, officers, directors, employees, representatives, partners, licensors, and/or licensees) (the "**Released Parties**") harmless from any claims, losses, damages, liabilities, including legal fees and expenses arising from any violation by you of these Website Terms, or any breaches of the representations and warranties made by you herein. Playdium and Cineplex reserves the right, at your expense, to assume the exclusive defence and control of any matter for which are you are required to indemnify the Released Parties and you agree to cooperate with our defence of these claims. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### 12. **Posting User Submissions through a Social Networking Site**

Posting User Submissions may be made available via one or more social networking sites (i.e. Facebook or Twitter). In order to post User Submissions in this manner, you must have a registered account with the social network ("**Social Network Account**"), and be logged into the Social Network Account to post the User Submission. If you post a User Submission to the Website through your Social Network Account, you shall comply with its terms and conditions as well as these Website Terms. Neither Cineplex nor Playdium shall be held responsible for your inability to post User Submission to the Website due to your inability to access your Social Network Account or for any unauthorized access or viewing of your Social Network Account that may result when third parties review your User Submissions.

By agreeing to the Terms of Use and/or by posting a User Submission to the Website through your Social Network Account, you agree that Cineplex and/or Playdium may access certain information from your Social Network Account. The information you allow Cineplex and/or Playdium to access may vary depending on the privacy setting you have established through your Social Network Account.

#### 13. **Online Ticket Purchases**

You can buy event tickets at home or on your mobile device by using our online ticket purchasing service. Online or mobile ticket purchases may be made using a number of different payment options, including but not limited to, credit card, VISA debit, Interac Online, PayPal,

electronic or physical Playdium or Cineplex gift cards (“Gift Cards”), promotion codes, or by redeeming SCENE points. For information on how to become a member of the SCENE loyalty program, please visit [www.scene.ca](http://www.scene.ca). Playdium may introduce new payment methods from time to time; any online ticket purchases made by such new payment methods will be governed by these Terms of Use as well as any other applicable policies and third party terms of use.

Processing services for credit cards, Interac Online, Gift Cards or PayPal are provided by third-party service providers which have their own privacy policies and terms of use.

Information you provide to any such third-party service provider is not shared with Playdium or Cineplex unless necessary for processing and completing your purchase transaction.

#### 14. **Violations of Terms of Use**

If you breach any of the Terms of Use you may no longer use this Website. Cineplex or Playdium may, in their sole discretion, cancel or terminate your right to use this Website, or any part of this Website, at any time without notice. In the event of such cancellation or termination, you are no longer authorized to access this Website or that part of this Website affected by such cancellation or termination. In such event, the restrictions imposed upon you by these Terms of Use shall still apply. Neither Cineplex nor Playdium shall be liable, obligated or otherwise responsible to any party for damages arising from such a cancellation or termination. Cineplex and/or Playdium reserve the right to seek all remedies available to them at law and in equity for violations of the Terms of Use.

#### 15. **Other Countries**

This Website may be accessed from countries around the world, other than Canada, and may contain references to products, services, and programs available at Playdium that have not been announced and are not available in your country. These references do not imply that Playdium intends to announce or make available such products, services or programs in your country. Neither Cineplex nor Playdium make any representation or warranty that the content on this Website is appropriate, available for use or legal in countries, territories or lands other than Canada. Neither Cineplex nor Playdium make any representation or warranty that accessing this Website from countries, territories or lands other than Canada is not prohibited. Those who

choose to access this Website from countries, territories or lands other than Canada do so entirely on their own initiative and entirely at their own risk, and they are solely responsible for the consequences of same, and for compliance with their local laws.

## 16. **Laws**

These Terms of Use supersede any preceding terms of use on this Website and any other agreement regarding the use of this Website, whether oral or in writing, and render null and void any preceding terms of use on this Website or any other agreement regarding the use of this Website.

This Website (excluding linked sites) is owned and/or controlled by Cineplex from its offices in the Province of Ontario, Canada. Neither Cineplex nor Playdium make any representations or warranties that the Website and/or Content is appropriate for, complies with the laws within, or is available in other jurisdictions. Those who use the Website from jurisdictions other than Canada do so at their own risk and are responsible for compliance with their local laws. By accessing this Website, you agree that all matters relating to your access to, and use of, this Website shall be governed by the statutes, regulations and laws of the Province of Ontario and of Canada, as such laws respectively apply. You further agree and hereby submit and attorney to the exclusive jurisdiction and venue of the courts of the Province of Ontario and of Canada, at the City of Toronto, with respect to any and all matters arising in connection with these Terms of Use or in consequence of your use of the Website. If any provision the Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity or enforceability of any remaining provision of these Terms of Use.

## 17. **Dispute Resolution**

You agree that any causes of action arising out of or related to these Website Terms or your use of the Website must formally commence within one (1) year after the cause of action arises, otherwise such cause of action is permanently prohibited.

YOUR USE OF THIS WEBSITE CONSTITUTES YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ THESE TERMS OF USE, THE PRIVACY POLICY AND THE TERMS OF MEMBERSHIP, AND THAT YOU UNDERSTAND THE NATURE AND CONSEQUENCES OF SAME, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE IMMEDIATELY STOP USING OUR WEBSITE AND IF APPLICABLE, DELETE YOUR ACCOUNT.