

# KNOWLEDGE GURU®

## Player's License Agreement

Please read this entire document carefully, because it will become a binding agreement if you accept it. Bottom Line Performance Incorporated and its affiliates (collectively "BLP") own and host the Knowledge Guru®. To become gain access to the Knowledge Guru® for the purpose of playing a game or games hosted by the Knowledge Guru®, you (a "Player") are required to enter this agreement. By accepting and entering into this agreement, you agree to be bound by it and to comply with all of its terms.

BLP provides access to the Knowledge Guru® through BLP's Internet website at [www.theknowledgeguru.com](http://www.theknowledgeguru.com) and its sister websites (the "Site"). By becoming entering this agreement, you will have access to the Site and to the services available through the Site or otherwise provided by BLP (the "Services"). This document, together with any and all other terms, conditions, rules, policies or procedures (the "Additional Terms") published on the Site from time to time and related to Player's use of the Site or the Services, constitute the entire agreement between you and BLP (the "Agreement").

BLP may make changes to the content and Services offered on the Site at any time. BLP can change the terms of this Agreement at any time (including any Additional Terms). However, if BLP changes the terms of this Agreement, BLP will post an updated set of terms and conditions of use on this Site with a change notice.

If any modification of this Agreement is unacceptable to you, you must stop using this Site and the Services. If you do not cease using this Site and the Services after a modification of terms is posted on the Site, your continued use of the Site and the Services will be considered as your acceptance of the modifications to the Agreement.

Player warrants that Player is of the age of majority in his or her place of residence, or if a minor, that Player's parent or guardian has entered into this Agreement on Player's behalf.

**1. Responsibility for Content.** Player understands that the game(s) that Player will play on the Site were created by a third party who paid a fee to BLP for hosting services (the "Subscriber"), and therefore the third party who created the game(s), and not BLP, is responsible for all Content to which Player will be exposed when playing the game(s).

### **2. Term and Termination.**

**2.1 Term of this Agreement.** This Agreement shall automatically become effective upon Player's first use of the Site or the Services, and continue indefinitely until Player's last use of the Site or the Services.

**2.1. Effect of Subscriber Agreements.** Player understands that the continued ability of Player to have access to the Site and to the Services depends, in part, upon the Subscriber's performance of and compliance with the terms of Subscriber's agreement with BLP. Therefore, Player agrees that BLP is not and cannot be held responsible for any denial of Player's access to the Site and/or to the Services that is based upon the failure of the Subscriber to comply with the terms of Subscriber's agreement with BLP and/or the Subscriber's decision to not renew its agreement with BLP at the end of the term of that agreement.

**2.2. Termination for Breach of this Agreement.** BLP may cancel this Agreement with Player immediately if Player breaches this Agreement or uses the Site, and/or the Services in a manner that, in BLP's sole discretion, would subvert the primary educational purposes for which the Knowledge Guru® was created and intended towards an end that is illegal, potentially illegal, morally offensive, abusive, or otherwise inappropriate.

**2.3.** Upon termination of this Agreement for any reason, Player shall immediately cease all use of the Site and the Services, and Player acknowledges and agrees that BLP may, in its sole discretion, take any measures BLP reasonably deems necessary or desirable to prevent further use by Player of the Site or Services, including by blocking Player's IP address.

### **3. Provisions of the Site and the Services**

**3.1.** BLP reserves the right at any time and from time to time to temporarily suspend the Site or the Services, or any of Player's access to them, on an as-needed basis for Site maintenance and Site improvement. BLP will endeavor to but cannot always guarantee that such temporary suspensions in service will take place in non-business hours.

**3.2.** Player acknowledges and agrees that the Site and the Services are provided "as is," "where is," "as available," and "with all faults," and that BLP has no responsibility or liability for the loss or deletion of, or failure to receive, process or store any Content maintained or transmitted using the Services.

**3.3.** Player acknowledges and understands that the information, software, products and services contained in or made available throughout the Site and/or the Services may include inaccuracies or errors.

**3.4.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BLP, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS AND AGENTS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE, THE SERVICES, AND/OR THE KNOWLEDGE GURU® SOFTWARE, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

#### **4. LIMITATIONS AND EXCLUSIONS OF BLP'S LIABILITY**

**4.1.** PLAYER AGREES THAT BLP, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE OR DATA, OR COSTS OF COVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF BLP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING DAMAGES ARISING OUT OF:

(a) THE USE OR PERFORMANCE OF, THE DELAY IN PROVIDING, THE FAILURE TO PROVIDE, OR THE INABILITY TO USE, THE SITE OR THE SERVICES, OR

(b) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES CONTAINED IN OR AVAILABLE THROUGH THE SITE OR THE SERVICES, INCLUDING INFORMATION, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE BY OTHER PLAYERS AND/OR PLAYERS OF THE SITE OR THE SERVICES.

PLAYER SPECIFICALLY AGREES THAT BLP, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS AND AGENTS SHALL NOT BE LIABLE FOR:

(c) UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR NOT RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE OR THE SERVICES OR IN RELIANCE UPON ANY INFORMATION OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES,

(d) ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF A THIRD PARTY'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OR

(e) ANY CONTENT SENT USING, OR INCLUDED IN, THE SITE OR THE SERVICES BY ANY THIRD PARTY.

IF PLAYER IS DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICES, PLAYER'S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE USING THE SITE AND THE SERVICES.

PLAYER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, BLP WOULD NOT BE ABLE TO OFFER THE SITE OR THE SERVICES, AND THAT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY, EVEN IF THEY WOULD CAUSE PLAYER'S REMEDIES UNDER THIS AGREEMENT TO FAIL OF THEIR ESSENTIAL PURPOSE.

## 5. Intellectual Property Rights

The Site and the Services and all information and screens appearing on the Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of BLP Copyright © 2013 or its third party licensors. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license. BLP reserves all rights in the Site and the Services that are not expressly granted. Knowledge Guru® is a trademark of BLP in the United States. Other trademarks, names, and logos on this Site are the property of their respective owners. Nothing in this Agreement shall be deemed to assign or transfer to Player any rights to any such intellectual property. Player further acknowledges and agrees that Content made available to Player through the Services may be subject to the intellectual property rights of third parties.

## 6. Privacy Policy

**6.1. IP Addresses and Cookies.** Generally, Player may visit the Site while remaining anonymous and without revealing personal information. The Site may automatically log Player's IP address and domain name, and non-personal information such as the type of web browser used, to help BLP administer the Site and to compile statistics. The Site may use cookies to identify Player over multiple visits to the Site. Cookies are optional, and Player can block or delete them. However, some parts of the Site may not work without cookies. It is not possible for a cookie stored by BLP to be read by any other company's website, nor can a cookie read information from a Player's computer that has not already been provided to BLP.

**6.2. Use of Information.** BLP uses information it collects from persons who access the Site and Services to better understand its customers, to provide better products and services, and to assist with Site administration, such as with troubleshooting any problems, detecting fraud, resolving disputes, and for any purposes deemed necessary or required by BLP to enforce the terms of this Agreement.

**6.3. Aggregation and Use of Anonymous Data.** BLP may aggregate information provided by Players to create anonymous statistical and demographic data. This anonymous data helps BLP to understand and know its customer base better. That anonymous data may be provided to third parties but never in such a fashion as to identify a Player personally.

**6.4. Third Parties.** BLP does not sell personal information provided by Players to third parties.

**6.5. Player Information.** The Knowledge Guru® game engine is designed to prohibit or minimize the ability of a Player to collect personal information from players of any game created by a Subscriber.

**6.6. Law Enforcement or Subpoena.** BLP intends to cooperate with any order, subpoena, or request from law enforcement officials or a court of competent jurisdiction for information as to the identity of individuals submitting information to BLP. Such orders or requests supersede the terms of this Agreement. Similarly, notifications of claimed copyright infringement, counter notifications or other information submitted to and necessary to process a notification under BLP's copyright complaint policy are also exempt from this Agreement.

**6.7. Minors.** The game(s) created by a Subscriber may appeal to or be intended for minors; however, BLP does not wish to or intend to receive data from minors. No participation or interaction on the Site and/or with the Services should be engaged in by visitors under 18 years of age without the consent of their parent or guardian.

## **7. General**

**7.1.** Player agrees that Player, and not BLP, is responsible for determining which laws may apply to Player's use of the Site and the Services and assessing Player's obligations under such laws.

**7.2.** All notices and other communications required or permitted to be given by BLP to Player under this Agreement will be deemed to be properly given on the date when posted on the Site. Player may give notices to BLP under this Agreement by email to: [info@bottomlineperformance.com](mailto:info@bottomlineperformance.com)

**7.3.** This Agreement comprises the entire agreement between BLP and Player relating to the Site and the Services. This Agreement supersedes any prior agreement or verbal representations between BLP and Player.

**7.4.** The use of the terms "includes" and "including", and similar terms, shall not be interpreted to limit what else might be included.

**7.5.** This Agreement shall be governed by the laws of the State of Indiana, without reference to its conflicts of law rules, and Player submits to the exclusive jurisdiction and venue of the courts of Indiana that are located within the territorial jurisdiction of the United States District Court for the Southern District of Indiana.

**7.6.** Players may not assign this Agreement without BLP's prior written consent, which may be withheld in BLP's sole discretion. BLP may assign this Agreement at any time without notice to Player.

**7.7.** In any dispute arising out of this Agreement, BLP shall be entitled to payment of its reasonable attorneys' fees and costs.

**7.8.** The failure by BLP to enforce any right or provision of this Agreement shall not constitute a waiver of that provision, a waiver of BLP's right to later pursue any remedy to which it is

entitled at law for prior breaches of the Agreement, or a waiver of any other provision of this Agreement.

**7.9.** If any provision of this Agreement shall be determined to be invalid or unenforceable by a court, such provision shall be deemed severable and the remainder of this Agreement shall remain in full force and effect.

This Agreement was last updated on May 18, 2013.