# **Terms of Service**

Last Updated: Sept 2023

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By using App, you agree to be bound by these Terms. If you don't agree to these Terms, do not use App. If you are using App on behalf of an organization (such as your employer), you are agreeing to these Terms for that organization, and are indicating that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

We may revise the Terms from time to time. Changes may be posted to our website and within our Apps, so please check that regularly. The most current version will always be posted on our Terms page. By continuing to use App after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using App.

## **Your Information and Responsibilities**

To use App, you optionally can create an account, either via App or through your account with a third-party service such as Facebook. In the latter case, your App account will be created using the information you provided to that service, such as your name and email address and other personal information that your privacy settings on that service permit us to access.

You may use App only if you are 13 years or older and are not barred from using App under applicable law.

You are responsible for safeguarding the password that you use to access App. You are responsible for any activity on your account, whether or not you authorized that activity. You should immediately notify App of any unauthorized use of your account.

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You agree not to do - or attempt to do - any of the following:

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- Access, tamper with, or use non-public areas of App, App's computer systems, or the technical delivery systems of App's providers;
- Decipher, decompile, disassemble or reverse engineer any of the software used to provide App;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming, or mail-bombing App;
- Access or search App or download any intellectual property from App through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than our publicly supported interfaces;
- Plant malware or use App to distribute malware;
- Send any unsolicited communications, promotions, advertisements or spam;
- Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- Post or transmit anything that is fraudulent or misleading, or that infringes on others' rights;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate the privacy of others;
- · Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the above.

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We respect copyright law and expect you to do the same. It's our policy to terminate those accounts that repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

#### **Termination**

We may suspend App or terminate your access to and use of App, at our sole discretion, at any time and without notice to you. For example, we may suspend or terminate your use if you are not complying with these Terms, or use App in any way that would cause us legal liability or disrupt others' use of App. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or posing a danger to other users) where we may suspend or terminate your use immediately. You may cancel your account at any time by sending an email to <a href="mailtosupport@odeon.live">support@odeon.live</a>.

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### **Governing Law**

These Terms and any action related thereto will be governed by the laws of the [State of California] without regard to its conflict of laws provisions.

#### **General Terms**

These Terms constitute the entire and exclusive understanding and agreement between App and you regarding App, and these Terms supersede and replace any and all prior oral or written understandings or agreements between App and you regarding App. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

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#### **Contact Information**

If you have any questions about these Terms, please contact us at:

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