

## **Terms of Use**

Please read the Terms (“Terms of Use”) carefully before using [www.pollacktempecinemas.com](http://www.pollacktempecinemas.com) (the “Service”) operated by Tempe Theater LLC DBA Pollack Tempe Cinemas hereinafter referred to as “PTC”.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms of Use apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms of Use. If you do not agree to abide with any part of the Terms of Use you do not have permission to access the Services.

## **Eligibility**

You must be 13 years or older to access or use the Service. If you are under 13, You may not use or access the Services under any circumstances. If you are 13 or older and younger than 18 (or the age of majority in your particular state/country of residence), then you may access and use the Services only if you have your parents' or guardians' prior permission. If you are a parent or guardian providing permission for a child age 13 or older to access or use the Services, then you agree to accept full responsibility for that child's use of and access to the Services.

You may also not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country.

## **Implied Acceptance of Terms Through Use**

By accessing, using, viewing, transmitting, caching, storing, or otherwise utilizing the Services, you acknowledge that you have read and understand these Terms of Use, and that you accept and agree to all the terms as set forth below. Your use of the Service indicates your acceptance of these Terms of Use. We reserve the right to change these Terms of Use by posting revisions to this website at any time in our sole discretion. Your continued use of the Service indicates your agreement to any revised Terms of Use. If you do not agree to these Terms of Use, you must exit and refrain from using the Service immediately.

## **External Links**

The Service contains links to sites operated by third parties. The linked sites are not under the control of PTC.

PTC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that PTC 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 use of or reliance on any such content, goods or services available on or through any such third party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

The availability of such links does not constitute an endorsement of their content by PTC or its affiliates, officers, management, and employees.

## **Copyright and Trademark Notice**

This website Service (“www.pollacktempecinemas.com”) is owned and operated by Tempe Theater LLC DBA Pollack Tempe Cinemas. Unless otherwise specified, all material appearing on the Service, including data, photographs, videos, logos, graphics, icons, images, trade names and other information (collectively, the “Content”) contained in this Service are proprietary to PTC, its affiliates and/or third-party licensors.

The content on this Service is available to you only for personal and non-commercial use, and may not be reproduced, distributed, adapted, or otherwise used without written permission of PTC and/or its licensors. Any unauthorized use of the materials appearing on this website may violate copyright, trademark, or other applicable laws and could result in criminal or civil penalties.

## **Accuracy of Information**

Although PTC takes all reasonable steps to ensure the accuracy of the information or Content included on this Service, no assurance is given that all information or material on the Service is up-to-date, accurate, error-free or complete. PTC takes no responsibility for errors or omissions in the information or Content of this Service. We reserve the right to correct, change or update information at any time without prior notice.

Accordingly, this Service, including the Content and information provided herein, is being provided on an “as is” basis and without warranties of any kind either express or implied.

## **Privacy Policy**

PTC’s Privacy Policy is a part of this Agreement and is incorporated herein by this reference.

## **User Submissions**

Certain areas of the Website may enable you to post content, submit emails, or otherwise provide feedback other information to PTC (“User Content”).

## **Your Grant of Limited License**

By posting or submitting User Content to the Service, you grant PTC and its affiliates the right to use, reproduce, display, perform, adapt, modify, distribute, delete in its entirety, have distributed and promote the User Content in any form, anywhere and for any purpose, subject to PTC’s Privacy Policy. You represent and warrant that you own or otherwise control all rights in and to such User Content, and that public posting and use of your User Content by PTC will not infringe or violate the rights of any third party. You represent and warrant that you own all right, title, and interest in and to any User Content that you provide or upload to the Services or that you have sufficient rights, whether by implication, estoppel, or otherwise, to grant PTC the rights discussed in these Terms of Use. You will indemnify, defend and hold harmless PTC and its affiliated entities from any and all third party claim, losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys’ fees, costs, and expenses) that result from a breach or attempted breach of these Terms of Use.

You grant PTC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such User Content for any purpose whatsoever, throughout the world in any form, media, software, or technology of any kind. In addition, you waive all moral rights in the User Content or warrant

that all moral rights applicable to such content have been waived. You also grant PTC the right to use your name in connection with the reproduction or distribution of such material. PTC has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Content, but PTC does have the right, though not the obligation, to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf. PTC has no obligation to accept, display, review, monitor, or maintain any User Content. PTC also has the right to delete User Content from the Service without notice for any reason at any time. PTC may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that PTC reserves the right to treat User Content as content stored at the direction of users. You agree and acknowledge that you do not rely on PTC to monitor or edit the Service and that the Service may contain Content which you find offensive and you waive any objections you might have with respect to such Content.

## **Code of Conduct**

In connection with your use of the Service, you agree not to upload, post, e-mail, transmit or otherwise make available any User Content that:

- is unlawful, harmful, threatening, abusive, harassing, libelous, pornographic, threatening, defamatory, vulgar, obscene, objectionable, an invasion of privacy, that includes any comments that are connected to national origin, race, gender, sexual preference, sexual identification, disability, age, or harms minors in any way;
- is known by you to be false, inaccurate, or misleading;
- infringes any patent, trademark, trade secret, copyright, intellectual property or other proprietary or privacy rights of any person or entity;
- is illegal in any way or that advocates illegal activity;
- promotes violence or describes how to perform a violent act;
- is an advertisement or solicitation of funds, goods or service;
- harvests or collects email addresses or other contact information from other Service users by electronic or other means for the purpose of sending unsolicited emails or other communications;
- promotes or constitutes illegal activity;
- could damage, disable, overburden or impair the Service;
- for any commercial purpose or in any automated manner;
- uses automated scribes to collect information from or otherwise interact with the Service;
- intimidates or harasses any other people or entities;
- reverse engineers, decompiles, disassembles, or otherwise attempts to derive the source code or method of operation of the Service;
- removes, bypasses or circumvents any electronic protection measure on the Service;
- removes, alters, or obscures any copyright or other proprietary right notices including on the Service;
- uploads or provides to PTC any code or device capable of or intended to interrupt, harm or damage the Service;
- impersonates any other person or entity;
- reveals any personal information about another individual, including their address, phone number, email, credit/debit card information, or any other information that could be used to specifically identify and/or locate that individual;
- tricks, defrauds, or misleads PTC or other users;
- makes improper use of PTC's supported services or submits false reports or abuse or misconduct;
- disparages, tarnishes, or otherwise harms PTC and/or the Service;

- violates these Terms of Use of any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by PTC on the Service;
- Develops, distributes, or contains any form of destructive software such as a virus, worm, Trojan horse, scraper, offline reader, cheat utility, time bomb, cancelbot, or any other harmful components or any other computer file program;
- cover or obscure any notice, banner or advertisement on the Sites;
- disguises the source of your User Content or other information you submit to the Service or use tools which anonymize your Internet protocol address (e.g. anonymous proxy) to access the Service;
- interferes with or circumvents any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service or User Content; and
- engages in cheating or any other activity deemed by PTC to be in conflict with the spirit or intent of the Services.

## **Trademarks**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

## **Claims of Infringement**

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <https://www.copyright.gov/legislation/pl105-304.pdf>).

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to our Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. It our policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, email address;

5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Please contact our Designated Agent to Receive Notification of Claimed Infringement at the following address: [redacted].

### **Liability Disclaimer**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Service; what Content you access via the Service; what effects we may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release us from all liability for you having acquired or not acquired Content through the Services. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE OR SERVICE AT ANY TIME. ADVICE RECEIVED VIA THE WEBSITE OR SERVICE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE AND/OR ANY OF OUR SUPPLIERS OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR ANY OF OUR SUPPLIERS OR THIRD PARTY SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. We are not responsible for the behavior of any third parties, linked websites, or other partners.

### **Indemnity**

You will indemnify and hold PTC, our parent companies, subsidiaries, affiliates, officers, suppliers, licensors, artists, agents, insurers, and employees harmless (including, without limitation, from all

damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Service, use of the Service, your violation of these Terms of Use or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## **Termination**

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms of Use.

## **Notices to California Consumers**

Under California Civil Code Section 1789.3, California users of the Sites are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **Applicable Laws**

These Terms of Use are governed by and construed in accordance with the laws of Arizona, USA applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in that state and country. If any provision of the present Terms of Use shall be unlawful, void, or for any reason unenforceable, then such provisions shall be severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use and any other legal notices posted on the Service, including the Privacy Policy, constitute the entire agreement between you and PTC with respect to the use of the Service, including the Content and User Content. You warrant and represent that you will submit to the exclusive jurisdiction of the courts and legal system in Mesa, Arizona for any and all claims, disputes or issues arising out of this Agreement.