

## **AGREEMENT REGARDING USAGE OF HOW MUCH DO YOU REALLY KNOW?® WEBSITE**

We operate the website <https://www.hmdyrkcardgame.com/> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services"). Your access to and utilization of the Site are subject to the following Terms of Use.

You may contact us by email at [Questions@HMDYRKcardgame.com](mailto:Questions@HMDYRKcardgame.com)

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and the makers of How Much Do You Really Know?® concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood and agreed to be bound by all these Legal Terms.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services. We recommend that you print a copy of these Legal Terms for your records.

### **OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

In connection with use of our services including this website you shall abide by these Legal Terms and all applicable local, state, federal, and international laws and regulations, including but not limited to laws and regulations pertaining to tort, and copyright or trademark infringement. The violation of applicable laws and/or regulations may give rise to civil and/or criminal penalties.

## **PURCHASES AND PAYMENT**

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- Apple Pay

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## **SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy: [[https://0e6ebde0-2c39-438d-9284-4098acf08ee4.usrfiles.com/ugd/de0d30\\_89d692476ffe46b8802df877ccfce99b.pdf](https://0e6ebde0-2c39-438d-9284-4098acf08ee4.usrfiles.com/ugd/de0d30_89d692476ffe46b8802df877ccfce99b.pdf)]. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

## **TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. We reserve the right to terminate your access to the Services for violations of these Terms and Conditions.

## **GOVERNING LAW**

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be entirely performed within the State of Maryland, without regard to its conflict of law principles.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **CONTACT**

If you have any questions or concerns regarding these Terms and Conditions, please contact us at [Questions@HMDYRKcardgame.com](mailto:Questions@HMDYRKcardgame.com).

By using the services provided by How Much Do You Really Know?®, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.