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- create, use, share and/or publish by any means (forum, public profile or other means) within the framework of the Services any material (text, words, images, sounds, videos, etc.) which would constitute a breach of an obligation of confidentiality or which would incite the committing of an unlawful act (in particular, infringing others' intellectual property, piracy, hacking or circulation of counterfeit software);
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- "bot", "hack", "mod", "trainer", or "crack", or otherwise attempt to circumvent any access control, copyright protection or license-enforcement mechanisms associated with or related to the Services, including the ones discussed within this Agreement;

- create or supply other means enabling use of the Services by other persons, for example server emulators;
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## **INFORMATION COLLECTION AND USE**

Triseum collects basic Information (such as, First and Last name and Email address, school/university affiliation, course and course number, professor, etc.), that you will be asked to provide to us when you use certain Triseum products or services, and when you participate in certain promotions. We do not ask for or collect social security numbers, driver's licenses, or other Information that is more purely personal to your non-professional life.

For many users who use this Software or Game, a third party such as a Sponsor may have already paid the registration fee to secure the user's access rights to this Software or Game.

To the extent that a third party does not pay for your personal access rights, you will be required to pay for our products or services using our shopping cart. When you purchase something from this Software or Game, you will have the option of processing your purchase through PayPal or other financial service providers. When you indicate that you wish to make a credit card payment in order to register you will be transferred to either the PayPal or other financial service provider website, depending on your selection, where you will complete your transaction. Your credit card information will be received and stored only by the credit card processing website that you select in accordance with its policies and will be seen by Triseum or its employees or vendors only if you seek a refund.

PayPal is a service that allows members to send money without sharing financial information, with the flexibility to pay using their account balances, bank accounts, credit cards or promotional financing. PayPal will store your credit card information in accordance with its privacy policies. For more information on PayPal privacy policy, [click here](#).

Unique identifiers such as cookies (which may be html files, Flash files, or other technology), web beacons, or similar technologies (collectively referred to as "Tracking Technologies") are used to help tailor our content, allow users to move between associated websites without logging into each site, and other purposes related to our management of this Software or Game and related sites. Cookies are small text files stored locally on your machine that help store user preferences. "Web beacons" or "clear gifs" are small pieces of code placed on websites used to collect advertising metrics, such as counting page views, promotion views, or advertising responses. Such Tracking Technologies are required for the Triseum application to work properly. Triseum may use the Information collected through the use of Tracking Technologies for authentication (security), storing site preferences or as the identifier for a server-based session. Most web browsers will allow you to delete Tracking Technologies at any time.

Triseum may sometimes engage in data mining, profiling, surveillance, data dredging, data fishing, data snooping or any similar techniques to extract information, track how you use your computer or record what web sites you visit. Triseum does use the Information that it automatically collects from your use of this Software or Game to track how you use this the service and any additional services that we offer. In addition, we collect this data for statistical analysis, archival purposes, and to improve the quality of our services.

Triseum will use your Information (i) to enhance and personalize your experience on this Software or Game; (ii) to generate statistics and information about traffic to and on this Software or Game; (iii) to fulfill your requests for certain products and services; and (iv) for other business purposes.

Triseum may collect your IP address to help diagnose problems with our server, to determine the frequency with which our visitors look at various parts of the Software or Game, and to administer the services. The IP address is also used to gather broad demographic information such as geographic distribution of our visitors and may be used to allow us to provide goods and services appropriate to your place of residence.

## **INFORMATION SHARING AND DISCLOSURE**

Triseum may share your Information with third parties when:

1. We have your consent to share your Information.
2. We need to share your Information to provide the product or service you have requested.
3. As implied by your Sponsor's contract to utilize our services.

If you are using this Software or Game pursuant to an agreement between Triseum and a third party such as your Sponsor or employer, that third party (all such third parties, including corporations, academic institutions, government agencies, or otherwise, "Employers") will have full access to all of your activity on this Software or Game and to your Information. You understand that the administrators designated by your associated Employer will be able to monitor all of your behavior on this Software or Game and your Information and may share that in accordance with the associated Employer's policies. If you have questions about your Sponsor's use of your Information, you should consult your Sponsor.

Triseum may also contract with companies or persons to provide certain services including credit card processing, shipping, data management, promotional services, and other services related to our business and to the products and services that you may purchase. Triseum provides its service providers with the Information needed for them to perform these services. Triseum also asks its service providers to confirm that their privacy practices are consistent with this Policy and Terms.

To the best of Triseum's knowledge, all third parties and sponsors are in compliance with current international rules and regulations, including the GDPR (The General Data Protection Regulation (**GDPR**), agreed upon by the European Parliament and Council in April 2016), as well as Triseum itself. Unless given permission by the user or users in a given situation, all shared information will be protected by Triseum and its third parties and sponsors.

Although unlikely, in certain instances we may disclose your contact Information when there is reason to believe that it is necessary to identify, contact or bring legal action against persons or entities that may be causing injury to you, to us or to others. We may also disclose your Information when we believe the law or legal process requires it.

In addition, if Triseum merges into any other entity or is otherwise involved in any business combination in which it is not the surviving company, Triseum will share your Information with the surviving entity only if the surviving entity has agreed to comply with the terms of this Policy.

## **SECURITY**

Triseum has security measures in place to protect the loss, misuse or alteration of your Information under our control. Once we receive your transmission, we will store all Information on secure servers behind a firewall. Our management team and its engineers regularly review and update the integrity of this Software or Game and the security of your Information. Triseum cannot, however, safeguard any data stored on your own personal computer or any public computer upon which you might elect to access this Software or Game services.

## **OPTING-OUT, CORRECTING AND UPDATING YOUR INFORMATION**

Triseum utilizes email as a vital and primary communication channel with registered users of this Software or Game. If you chose to opt in to our email notification services, you grant to us (and our service providers, and our marketing partners) permission to communicate with you via email for any purposes we determine to be relevant to your use of this Software or Game services or your relationship with us, including, but not limited to, system messages, product updates, service announcements, relevant educational sponsor offers, and other marketing messages.

Triseum occasionally communicates with its users via email to provide information about requested services and regarding issues related to their account. Requesting the deletion of certain types of user information may prevent users from accessing some web site features.

If you are a registered user of this Software or Game, you may correct or update your Information by contacting the designated administrator.

Users who do not wish to receive information after having opted in to receiving information from our sponsors may unsubscribe from the sponsor's email list at any time.

## **CERTAIN USERS**

This Software or Game service is intended for use by users in the United States and is consequently directed towards residents of the United States. You may not use this Software or Game, if such use is prohibited by applicable law, rule or regulation.

This Software or Game is also intended for use by users who have reached at least the age of thirteen (13) years. If you are under the age of thirteen (13) you should use this Software or Game only with the approval and assistance of your parent or guardian or designated administrator.

## **15 Notice to California Residents**

Pursuant to Cal. Civil Code § 1789.3, please note that (a) Triseum is located at 214 N. Main Street Bryan, Texas 77803, (b) The fees and charges for the Services vary depending on the services selected by you, and (c) If you have a complaint regarding the Services or desire further information on use of the Services, visit <https://triseum.com/contact/> or email: [support@triseum.com](mailto:support@triseum.com).

## 16 Dispute Resolution

The Services are controlled and operated by Triseum from within the United States of America, and is intended for use only by residents of the United States. Triseum makes no representations or warranties that the content or materials of the Services are appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Services will be available outside the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export or re-export any content downloaded from the Services or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

You and Triseum shall first attempt to resolve any dispute informally for at least 45 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one party. All Notices of Dispute must contain (a) the name and contact information of the complaining party; (b) a description of the nature or basis of the claim/dispute; (c) the type of relief sought. Please direct your Notice of Dispute to:

Triseum, LLC  
Attn: Legal Department  
214 N. Main St.  
Bryan, TX 77803

All disputes, claims or controversies arising out of or relating to this Agreement or Terms, shall be determined exclusively by binding arbitration. A party electing arbitration shall initiate it through an established dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, in person, by telephone, online, or based solely on written submissions; b) any in person arbitration will be in Brazos County, Texas.

## 17 Miscellaneous

### 17.1 Compliance with Law.

You must respect all applicable laws regarding the use of the Software and the Game. Triseum makes no representation that content contained in the Services are appropriate or available for use in jurisdictions outside of the United States or that these Terms comply with the laws of any country outside of the United States. Users who use the Services and reside outside of the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access the Services from any territory where its contents are illegal, and that you and not Triseum, are responsible for compliance with applicable laws.

### 17.2 Injunctive Relief.

You agree that a breach of this EUALA may cause irreparable injury to Triseum and/or its licensors for which monetary damages would not be an adequate remedy and Triseum



and/or its licensors shall in such event be entitled to seek equitable relief in addition to any other remedies they may have hereunder or at law.

### **17.3** Governing Law.

The laws of the State of Texas, excluding its conflicts-of-law rules, govern this License and/or your use of the Application. For any dispute not subject to the Arbitration provisions of Section 16, above, you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the federal or state courts that cover Brazos County, Texas, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.

### **17.4** Export.

You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Software to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom Triseum is prohibited from transacting business under applicable law.

### **17.5** Third Party Beneficiaries.

Notwithstanding anything in this EUALA to the contrary, you hereby acknowledge that Triseum's licensors are third-party beneficiaries of this EUALA and have the right to bring an action directly against you for a breach of this EUALA to the extent required to enforce their respective rights in and to the Software or Game.

### **17.6** Entire Agreement.

Except as specifically set forth in this EUALA, this EUALA constitutes the entire agreement between you and Triseum with respect to the Software and the Game and supersedes all prior or contemporaneous understandings, either express or implicit, regarding such subject matter. No amendment to or modification of this EUALA will be binding unless made in writing and signed by Triseum. None of Triseum's distributors, agents, or any of their respective employees are authorized to make modifications or additions to this EUALA.

### **17.7** Severability and Survival.

If any provision of this EUALA is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this EUALA shall continue in full force and effect.

### **17.8** No Waiver.

No failure to exercise, nor a delay in exercising, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this EUALA and any applicable purchase or other terms, the terms of this EUALA shall govern the relationship between you and Triseum.

## **17.9 U.S. Government Restricted Rights.**

If you are a government end user, then this provision applies to you. The Software and the Game provided in connection with this EUALA has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer software" and/or "commercial computer software documentation". Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this EUALA and shall be prohibited except to the extent expressly permitted by this EUALA.

## **18 Web Hosting Services**

Web hosting services are provided by Amazon Services, which has its own Terms of Use and Privacy Policy located at [https://aws.amazon.com/terms/?nc1=f\\_pr](https://aws.amazon.com/terms/?nc1=f_pr).

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