

User Agreement

Parler

2/27/2019

1. **This User Agreement governs your relationship with Parler** and your use of and access to all services and products provided by Parler (collectively, the Services). You agree that by accessing or using any part of the Services you are bound by the terms of this User Agreement (the Terms), including the applicable Privacy Policy and Community Guidelines incorporated herein, and you will resolve any disputes with Parler through binding arbitration as explained below.
2. **You may not use the Services unless all of the following apply to you**, and you affirm that all of the following apply to you:
 - 2.1 You are at least 13 years old;
 - 2.2 You are either an adult over the age of 18 years old, an emancipated minor, or you have express permission from your parent or legal guardian to use the Services;
 - 2.3 You live in the United States of America and will only use the Services while living in the United States of America;
 - 2.4 You are legally allowed to use the Services where you live;
 - 2.5 You are not using the Services or accepting the Terms on behalf of any other entity, such as a company or organization, unless you have authority to bind that entity to these Terms;
 - 2.6 You have not been banned by Parler from using the Services.
3. **The Parler Privacy Policy** (<https://legal.parler.com/documents/privacypolicy.pdf>) describes what Parler can do with information about you received by Parler when you use the Services. You agree to the terms of the Privacy Policy, including the transfer of information to other countries for storage, processing, and use.
4. **Any content that you post to the Services must satisfy all of the following criteria**, and you affirm that any content posted, submitted, or otherwise provided by you to the Services satisfies this criteria:

- 4.1 You have the legal right to post the content to the Services.
 - 4.2 The content and the purpose for posting it complies with all laws, rules, and regulations that may apply.
 - 4.3 The content does not infringe the intellectual property rights (such as copyrights and trademark rights) of any other person or entity.
 - 4.4 The content does not include non-public personal private information belonging to someone else, such as another persons birthdate, home address, or telephone number.
 - 4.5 The content complies with the Parler Community Guidelines.
5. **You grant to Parler a license to any content posted by you to the Services**, including a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute your content. You agree that Parler or its service providers or partners may display advertising in connection with your content and otherwise monetize your content without compensation to you. You warrant that you have all rights necessary to grant these rights to Parler and Parler users. You also grant a limited non-exclusive, royalty-free license to any user of the Services to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any content posted by you to the Services solely in connection with that users use of the Services. The licenses granted by you hereunder do not include any moral rights or right of attribution.
6. **Virtual Items.** You understand that at times you may earn buy or purchase virtual tokens for use in the Services (Virtual Items). You agree and acknowledge that you do not in fact own the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, you may purchase or earn a limited right to exchange Virtual Items for a limited license to use certain features of the Services. Any virtual token balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your ability to procure such limited license to use certain features made available via the Services. Notwithstanding the foregoing, from time to time Parler may make available a feature where Virtual Items may be redeemed for cash. Parler prohibits and does not recognize any purported transfers of Virtual Items effectuated outside of the Services, or the purported sale, gift or trade in the real world of anything that appears or originates in the Services, unless otherwise expressly authorized by Parler in writing. Accordingly, you may not sublicense, trade, sell or attempt to sell Virtual Items for real money, or exchange Virtual Items for value of any kind outside of the Services, without Parlers written permission. Any such transfer or attempted transfer is prohibited and void, and will subject your user account to termination. You are responsible for all taxes arising out of your use of the Services, including without limitation any taxes due upon your redemption of the Virtual Items for cash. If you redeem Virtual Items for cash, you may be required to supply a social security number and/or tax identification number prior

to the issuance of the cash redemption to you. Parler may file an IRS Form 1099 or similar form with the Internal Revenue Service or the appropriate tax filing with a governmental entity for the fair market value of any cash redemptions issues to you in exchange for the Virtual Items.

7. **Copyright infringement is not allowed on the Services**, and Parler will, in appropriate circumstances, terminate the account of any repeat infringer. If your copyright has been infringed by any content on the Services, and you did not grant a license for this use by uploading your copyrighted work to the Services, you may submit a notice that meets all of the requirements of the Digital Millennium Copyright Act (DMCA), 17 U.S.C 512(c)(3), to our Copyright Manager at legal@parler.com or 209 S. Stephanie St., B135, Henderson, NV 89012.
8. **You may not interfere with the Services in any way**, such as by accessing the Services through automated means in a manner that puts excessive demand on the Services, by hacking the Services, by accessing without authorization areas of the Services that are protected by technical measures designed to prevent unauthorized access, by testing the vulnerability of the Services, by impersonating Parler or the Services, by accessing the Services for any purpose that competes with the interests of Parler, by spamming the users of the Services, by failing to respond to operational communications or requests from Parler, or any other type of interference with the Services or Parler's relationships with others.
9. **Parler may remove any content and terminate your access to the Services** at any time and for any reason or no reason, although Parler endeavors to allow all free speech that is lawful and does not infringe the legal rights of others. Any invitation made by Parler to you to use the Services or submit content to the Services, or the fact that Parler may receive a benefit from your use of the Services or provision of content to the Services, will not obligate Parler to maintain any content or maintain your access to the Services. Parler will have no liability to you for removing any content, for terminating your access to the Services, or for modifying or terminating the Services, at any time and in any way and for any reason or no reason. Although the Parler Guidelines provide guidance to you regarding content that is not appropriate, Parler is free to remove content and terminate your access to the Services even where the Guidelines have been followed.
10. **You agree to receive communications from Parler**, including communications sent by phone, email, text message, or other means of communication. If you provided a phone number to Parler, you are required to notify Parler when you cease to own or control that number to help prevent Parler from sending communications to others who may acquire that number.
11. **The Services are provided to you as is and at your own risk.** The Services come with no express or implied warranties, except those that cannot be disclaimed under the law.

PARLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, SUCH AS MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Parler makes no representation or endorsement about the function of the Services or any content available through the Services. Parler has no responsibility or liability to you arising from your use of the Services. Parler has no responsibility or liability to you arising from content provided by you or any other person, even if such content is untrue, harmful, damaging, offensive, inappropriate, fraudulent, tortious, unlawful, contrary to social norms, etc. Although Parler may make efforts to review or monitor content, you agree that you will not rely on this fact for any purpose. Parler has no responsibility or liability to you arising from hacking event, data breach, theft, misuse of information, conspiracy, racket, fraud, act of terrorism, misappropriation of information, technical malfunction, interruption of service, or similar event that may cause you to suffer damage, loss, or injury, including without limitation any damage to or loss of your personal property, data, operations, information, reputation, goodwill, profits, etc.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, PARLER WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR FOR INTANGIBLE LOSSES, ARISING FROM YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES, OR FROM THE ACTS OR OMISSIONS OF ANY OTHER PERSON. NO DAMAGES AWARD IN FAVOR OF YOU AND AGAINST PARLER MAY EXCEED THE MONETARY AMOUNT YOU HAVE PAID TO PARLER TO USE THE SERVICES, EVEN IF THIS AMOUNT IS ZERO.

12. **You agree to arbitrate any dispute that you have with Parler.** YOU AGREE TO RESOLVE ALL DISPUTES WITH PARLER THROUGH BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN CLARK COUNTY, NEVADA, unless the dispute meets the requirements for small claims court and is filed in Justice Court, Henderson, Clark County, Nevada. If for any reason this agreement to arbitrate is determined by a court or arbitrator to be unenforceable, you agree that the federal and state courts with jurisdiction over Clark County, Nevada will have exclusive jurisdiction over any dispute involving you and Parler. Any arbitration will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes. For disputes that involve a claim of less than \$10,000 USD, the arbitration will be conducted only by telephone, online, or based solely on written submissions and not by personal appearance of any party or witness. This User Agreement and any dispute between you and Parler will be governed by the laws of the State of Nevada, excluding any applicable choice of law provision.

ANY CAUSE OF ACTION OR ARBITRATION DEMAND MUST BE COMMENCED OR SUBMITTED TO THE AAA WITHIN ONE (1) YEAR AFTER THE ALLEGED INJURY HAS BEEN DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED. OTHERWISE, SUCH CAUSE OF ACTION OR DEMAND IS PERMANENTLY BARRED.

13. **You agree that you will not participate in a class action claim against Parler.** Nor will you participate in any other kind of representative action or arbitration. Nor may an arbitrator consolidate your claims with the claims of any other person. Nor may an arbitrator grant any relief on your claims that applies to someone else (such as injunctive relief that applies to a class of persons), except where such a contractual limitation is not permitted by law.
14. **You agree to defend and indemnify Parler,** as well as any of its officers, directors, employees, and agents, from and against any and all claims, actions, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all attorneys fees) arising from or relating to your access to and use of the Services. Parler will have the right to conduct its own defense, at your expense, in any action or proceeding covered by this indemnity.
15. **You affirm that you are competent to agree to be bound by this User Agreement,** meaning that you are over the age of 18, an emancipated minor, or have legal parental or guardian consent.
16. **Parler cannot waive any right to enforce this User Agreement,** unless it does so expressly in writing. No waiver of any part of this User Agreement, will be a further or continuing waiver of that part or any other part, and no failure to enforce any part of his User Agreement will be deemed a waiver of any kind.
17. **The Terms of this User Agreement may be modified by Parler** in any way and at any time without notice to you, and you agree to be responsible for making yourself aware of any modification of the Terms and to be bound by any modification of the Terms when you continue to access or use the Services after any such modification. These Terms supersede all prior agreements between you and Parler pertaining to the Services. Except for the statements in this document and the documents expressly incorporated herein by reference, no statement by Parler or anyone associated with Parler, whether verbal or written, can modify or supplement the Terms of this User Agreement unless the modification or supplement is stated expressly in writing by referring to this User Agreement. If any of the Terms in the User Agreement are held to be invalid or unenforceable by a court or arbitrator or by operation of law, the remaining Terms will remain in effect.