

InOurCommunity™/Orland Park
TERMS AND CONDITIONS OF USE

BONDINGPOINT LLC. ("BONDINGPOINT") operates the website, www.inour.community/orlandpark, including any mobile or touch versions on behalf of the Village of Orland Park ("ORLAND PARK", "us", or "our"). The website and links contained within or otherwise available through external hyperlinks within our Site (the "Microsites") will be collectively referred to as the "Site" in these Terms and Conditions of Use. By using our Site and BONDINGPOINT's services through the Site, you ("you" or, "End User") agree to these Terms and Conditions of Use and our Privacy Statement, (collectively, the "Terms of Use" or "Agreement"). If you do not agree to the terms of this Agreement, immediately stop accessing the site and the services provided by it.

1. Permitted Uses

The Site provides an interactive online service operated by BONDINGPOINT, consisting primarily of the accrual and redemption of a virtual currency, ("CommunityPoints™"). CommunityPoints™ may be earned by account holders and redeemed for goods and services, (collectively "Experiences") from Redemption Partners or other parties identified in the terms of the offer and subject to the Terms of Sale set forth below. As a condition of your use of this Site, you agree that:

- You are an individual person at least 18 years of age and possess the authority to create a binding legal obligation;
- If you are not at least 18 years of age that you are at least 13 years of age and have consent from a parent or legal guardian to access this site;
- Your use of this Site will at all times comply with the terms of this Agreement.

If you elect to create an account you further agree that:

- **You may create only one account for your personal use;**
- You must safeguard your password and supervise the use of your account, and understand and agree that you are responsible for your own use and the use of your account by anyone you allow to access it.
- Any information submitted to the Site is only about yourself, and all such information is accurate, true, current and complete.

2. Site Availability

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. BONDINGPOINT and ORLAND PARK each retains the right, at the sole discretion of either, subject to applicable legal restrictions, to deny service or access to the Site to anyone or any account, at any time and for any reason.

3. Site Ownership

The content and information on this Site, as well as the infrastructure used to provide both, is proprietary to our Partners or us. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services obtained from or through the Site.

4. Transmission of Information

You acknowledge that ORLAND PARK or BONDINGPOINT does not control the security of the Internet or other networks you use to access the Site or communicate with us and therefore we can't be and are not responsible for the security of information that you choose to communicate with ORLAND PARK and BONDINGPOINT and the Site while it is being transmitted. In addition, BONDINGPOINT and ORLAND PARK are not responsible for any data lost during transmission.

5. Site Conduct

This ORLAND PARK Site is private property. All interactions on this Site must be lawful and must comply with these Terms of Use. In the event your conduct, as judged by us in our sole discretion restricts or inhibits any other user from using or enjoying any part of this Site, we may limit your privileges on the Site and seek other remedies. The following activities are prohibited on the Site and constitute express violations of this Agreement that may result in suspension or termination of your use of this Site.

- Submitting any purposely inaccurate information, committing fraud or falsifying information in connection with your CommunityPoints™ account or in order to create multiple CommunityPoints™ accounts;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Attempting to scan, or test the security or configuration of the Site or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part, page or area of the Site and any and all functions and services provided by BONDINGPOINT or ORLAND PARK;
- Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to our Site, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing" the Site;
- Using the Site or any of its resources to solicit Site End Users or Partners to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with BONDINGPOINT or the InOur.Community Platform, including without limitation, aggregating current or previously offered experiences or merchandise;
- Accessing, monitoring or copying any content or information from this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers on this Site or bypassing or circumventing other measures employed to prevent or limit access to this Site;
- Taking any action that places excessive demand on our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Acting illegally or maliciously against the business interests or reputation of ORLAND PARK or our Partners;

6. Creating a CommunityPoints™ Account

The CommunityPoints™ program is solely intended for the use of the Village of Orland Park residents and the residents of the areas surrounding the Village of Orland Park. BONDINGPOINT and ORLAND

PARK, in their sole discretion, may determine eligibility for a CommunityPoints™ account and may terminate and reclaim any earned points from any account registered to a user not meeting the above criteria. Your CommunityPoints™ account is non-transferrable and may not be sold, combined or otherwise shared with any other person. If you violate any of these limitations we may terminate your account and, without limitation, you may forfeit any pending, current or future CommunityPoints™ credits and any unredeemed CommunityPoints™ in your account. If we terminate your account, you may not re-enroll or join under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Site or in connection with your CommunityPoints™ account, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Site.

7. CommunityPoints™ Accrual Terms

CommunityPoints™ you earn through our Site are offers available to you as a CommunityPoints™ account holder. The manner in which you earn CommunityPoints™ through BONDINGPOINT will differ among Accrual Partners, and each Accrual Campaign ("Accrual Campaign") may have additional Terms and Conditions that you agree to abide by. You will earn CommunityPoints™ by engaging in a "Qualifying Activity". Such Qualifying Activities will be at the sole discretion of the Accrual Partners and/or ORLAND PARK. At its sole discretion, ORLAND PARK may award you additional CommunityPoints™ to be used for Redemption.

8. CommunityPoints™ Redemption Terms

The CommunityPoints™ you accrue will be eligible for redemption in our online marketplace. The CommunityPoints™ are redeemable for Experiences and or Merchandise offered by, or facilitated through, the Redemption Partners. The Redemption Partner is solely responsible for fulfilling the Experience and is fully responsible for the Experience it provides to you. You understand and acknowledge that your participation in any Experience is completely at your own election. You further understand and acknowledge that certain Experiences will require you to sign additional waivers of liability based on the type of Experience you will be participating in and at the request of the Redemption Partner. The Redemption Partner is responsible for any and all injuries, illnesses, damages, claims, liabilities and costs ("**Liabilities**") it may cause you to suffer, directly or indirectly, in full or in part related to its fulfillment of your Experience. You waive and release ORLAND PARK and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any Liabilities arising from or related to any act or omission of a Redemption Partner in connection with your fulfillment of an Experience. ORLAND PARK and its Partners reserve the right to refuse to honor any Experience redeemed in any manner through the Site for any reason. In the event ORLAND PARK or its Partner refuses to honor an Experience, the CommunityPoints™ used to make that redemption will be credited back to the user's account so long as there has been no breach of this Agreement by you.

9. Modification of this Agreement

We reserve the right at all times to discontinue or modify any part of this Agreement, as we deem necessary. If we make changes that materially affect your use of the Site or our services we will notify you by sending you an email to the email address that is registered with your account and/or by posting notice of the change on the Site. Any changes to these Terms of Use will be effective upon our posting

of notice of the changes on our Site. Your use of the Site after the Terms of Use are updated will constitute acceptance of the modified Terms of Use.

10. Copyright and Trademarks.

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11. Copyright Policy and Digital Millennium Copyright Act (DMCA) Procedures.

ORLAND PARK reserves the right to terminate its agreement with anyone who infringes third-party copyrights.

If you believe that any material has been posted via the Site in a way that constitutes copyright infringement, you shall provide ORLAND PARK and BONDINGPOINT with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Site of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, including telephone number and email address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact information for BONDINGPOINT's DMCA Agent for notice of claims of copyright infringement is: info@BondingPoint.com

12. Use of Submitted Materials

As a member of the InOur.Community™ program you may choose to participate in one of our Accrual Campaigns by submitting pictures, comments, feedback or communicating with InOur.Community™, including via your social media posts, in order to earn points. You understand that at the election of ORLAND PARK, we may choose to use your submitted materials, including pictures, as a part of our marketing materials both for InOur.Community™ and the Village of Orland Park in general. Though we may freely use your pictures that are submitted, we will not attribute any specific written comments or feedback provided by you unless we have your prior written approval. For more information on how we use your submitted materials, please review our Privacy Policy.

13. Unsolicited Ideas

Except as for where provided for within our Site, we request that you do not, whether directly or through any ORLAND PARK or BONDINGPOINT employee or agent, send any unsolicited ideas of any kind, including ideas or suggestions regarding new or improved products, enhancements, technologies, advertising and marketing campaigns, plans or other promotions. If you send us unsolicited materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

- ORLAND PARK has no obligation to review any unsolicited materials, nor to keep any unsolicited materials confidential; and
- ORLAND PARK will own, and may use and redistribute unsolicited materials for any purpose, without restriction and free of any obligation to acknowledge or compensate you.

In the event that you make a suggestion to us regarding a an Accrual Partner, Redemption Partner, or Experience through our Site, you understand that ORLAND PARK also has no obligation to review or implement your idea or suggestion and that any use by ORLAND PARK of your suggestion shall not create any further relationship between you and ORLAND PARK. You further agree and understand that any use of ORLAND PARK by any idea or suggestion shall not entitle you to any compensation, benefit, or publicity from ORLAND PARK.

14. Disclaimer of Warranty.

YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. NEITHER ORLAND PARK OR BONDINGPOINT, THEIR SUBSIDIARIES AFFILIATES NOR ANY OF

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15. Limitation of Liability.

IN NO EVENT SHALL ORLAND PARK, BONDINGPOINT, THEIR SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, THE CONTENT, STATEMENTS AND OTHER INFORMATION CONTAINED THEREIN, THE EXPERIENCES ACCESSIBLE OR AVAILABLE THROUGH THE SITE OR THESE TERMS OF USE. IN NO EVENT SHALL ORLAND PARK OR BONDINGPOINT, THEIR SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT OR EXPERIENCE PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN ANY EXPERIENCE REDEEMED THROUGH THIS SITE.

16. Governing Law; Dispute Resolution; Jurisdiction

Any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts entered into and to be performed entirely within the State of Illinois. Furthermore, any disputes shall be adjudicated in Chicago, Illinois and trial by jury is hereby waived. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation this paragraph. All disputes, which cannot be resolved between the parties, and causes of action arising out of or connected with the Site, shall be resolved individually, without resort to any form of class action.

17. Websites of Others

The Site may contain links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk

18. Indemnification/Release.

You agree to indemnify and hold ORLAND PARK and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. ORLAND PARK's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

19. Termination.

ORLAND PARK or BONDINGPOINT may terminate these Terms of Use at any time and for any reason. Without limiting the foregoing, ORLAND PARK or BONDINGPOINT shall have the right to immediately terminate or suspend any of your passwords or accounts in the event ORLAND PARK considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

20. Additional Disclosures.

No waiver by either you, ORLAND PARK, or BONDINGPOINT of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect