

# User Agreement

Parler

8/15/2020

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.
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 are legally allowed to use the Services where you live;
  - 2.4 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;
  - 2.5 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 these 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 person's birthdate, home address, or telephone number.
- 4.5 The content complies with the Parler Community Guidelines.

You are responsible for your use of the Services and for any content that you post. Parler does not endorse, support, represent, or affirm the completeness, truthfulness, accuracy, or reliability of any of the content posted through the Services, nor does Parler endorse any opinions expressed through the Services. All content is the sole responsibility of the person who originated the content, and Parler does not take responsibility for such content.
- 4.6 With respect to any content you contribute that uses YouTube services via Parler, you affirm that—in addition to complying with Parler's own Terms and Community Guidelines—you are also complying with YouTube's more restrictive Terms. (Users are encouraged to use Parler's own native video capabilities whenever they wish to avoid the application of these more restrictive terms.)

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 Parler's 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 issued 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 [abuse@parler.com](mailto:abuse@parler.com) or 209 S. Stephanie St., B135, Henderson, NV 89012. Your notice must include: (1) electronic or physical signature of the copyrighted work owner (or person authorized by the copyright owner), (2) a description of the copyrighted work, including the URL where the infringing content is available, or a copy of it, (3) contact details of the person submitting the notice, including email address, telephone, and mailing address, (4) statement in "good faith belief" that the work is not authorized by the copyright owner, and (5) a statement by the sender that all of the above information is accurate, and that the person sending the notice is either the copyright owner or is authorized to act on behalf of the copyright owner. Upon receiving a notice satisfying these requirements, Parler will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the services.
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 through 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 to the extent Parler reasonably believes (a) you have violated these Terms or Parler’s Community Guidelines, (b) you create risk or possible legal exposure for Parler, or (c) you are otherwise engaging in unlawful conduct—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.
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 AND CONDITIONS, 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 (a) YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES; (b) FROM THE ACTS OR OMISSIONS OF ANY OTHER PERSON OR THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER PERSONS OR THIRD PARTIES; (c) ANY CONTENT OBTAINED FROM THE SERVICES; OR (d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR COMMUNICATIONS THROUGH THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PARLER ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF TWO HUNDRED U.S. DOLLARS (U.S. \$200.00) OR THE AMOUNT YOU PAID PARLER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND SHALL FURTHER APPLY WHETHER OR NOT PARLER HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND EVEN IF A REMEDY LAID OUT IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

12. **Applicable law and jurisdiction.** The laws of the State of Nevada, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Parler. All disputes related to these Terms or the Services will be brought solely in the state or federal courts located in Clark County, Nevada, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.
13. **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. Parents of minors should be aware that, in addition to the NSFW filters made available by Parler, there are a number of Parental Control products and features available on the market, which can help you tailor your child's experience on our platform. Some examples can be found [here](#) and [here](#).
14. **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.
15. **Parler may modify the Terms of this User Agreement** 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. As a matter of courtesy, Parler endeavors to inform its users of any such changes. 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.

**Last Updated: August 15<sup>th</sup>, 2020.**