

WCD WEBSITE TERMS OF USE

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1. WHO WE ARE

The Wisconsin Center District (“**WCD**,” “**we**,” “**our**,” or “**us**”) is a quasi-governmental special purpose district created by Wisconsin statutes to fund, build and operate the special event venues (“**Services**”) in Milwaukee, Wisconsin, including the Baird Center, UW-Milwaukee Panther Arena and Miller High Life Theatre. WCD operates publicly accessible websites at <https://wcd.org>, <https://bairdcenter.com>, <https://uwmilwaukeepantherarena.com> and <https://millerhighlifetheatre.com> (“**Sites**”).

2. THESE TERMS FORM A BINDING LEGAL AGREEMENT

These Terms of Use (“**Terms of Use**” or “**Terms**”), along with the other notices and policies posted on our Sites (our “**Policies**”), constitute a legally binding agreement between you and us. Please read these Terms of Use and our Policies carefully. Your access to and use of our Sites is subject to these Terms of Use, our Policies, and all applicable laws. By accessing and using any part of our Sites, you agree to be bound by these Terms of Use and our Policies. If you do not agree to adhere to these Terms of Use or our Policies, then you may not use or access our Sites.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms, our Policies, and our supplemental terms at any time and for any reason. We will alert you about any changes to these Terms by updating the "Date of Last Revision" of these Terms. You waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and our Policies to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and/or Policies by your continued use of any of the Sites after the date such revised Terms and/or Policies are posted.

3. YOUR REPRESENTATIONS

BY USING AND/OR ACCESSING ANY PART OF OUR SITES, YOU UNCONDITIONALLY AND EXPRESSLY ACKNOWLEDGE, REPRESENT AND AGREE THAT YOU: (A) ARE OVER EIGHTEEN YEARS OF AGE AND HAVE LEGAL CAPACITY TO AGREE TO THESE TERMS OR, IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU HAVE RECEIVED PARENTAL PERMISSION TO USE THE SITES AND YOUR USE OF THE SITES IS ACTIVELY SUPERVISED AND AGREED UPON BY YOUR PARENT OR LEGAL GUARDIAN; (B) HAVE READ AND UNDERSTAND THESE TERMS OF USE AND OUR POLICIES; (C) UNDERSTAND THAT YOU ARE BOUND BY THESE TERMS OF USE AND OUR POLICIES; AND (D) WILL COMPLY WITH THESE TERMS OF USE, THE POLICIES AND ANY APPLICABLE LAWS AND REGULATIONS.

You further represent and warrant that: (1) any and all contact and/or other information you submit to us will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update your information as necessary and applicable; (3) you will not access any part of the Sites through automated or non-human means, whether through a bot, script or otherwise; and (4) you will not use the Sites for any illegal or unauthorized purpose.

4. LICENSE TO USE THE SITES

Subject to these Terms of Use and our Policies, we grant you a personal, limited, non-transferable (and non-sublicensable) license to access and use the functionality, features, information and services provided through our Sites for your personal, non-commercial use. You may not use the Sites for any other purpose without first obtaining written permission from us.

5. OUR OWNERSHIP RIGHTS

We are the owner or the licensee of all intellectual property rights relating to the content and functionality on our Sites, including (without limitation) all content, software, user interfaces, audio, video, text, photographs, and graphics (collectively, the "**Content**"), as well as the trademarks, service marks, and logos contained therein ("**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. You shall

abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Sites. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Sites in whole or in part. Copying or storing of any Content for other than informational use is expressly prohibited without prior written permission from WCD or its licensors (as applicable).

6. YOUR CONTENT

If you submit information and materials to us, such as comments, feedback, reviews, photos, videos or other materials to us through the Sites (your “**User Content**”), you agree to provide only truthful and accurate material that you have the right to provide to us. You retain all rights in and to your User Content. However, by submitting User Content to us, you grant us and our agents, sublicensees, contractors and assigns (“**Licensed Parties**”), a license to: (a) use and distribute your User Content so that we can provide our Site and Services to you and to others; and (b) use your User Content for our business purposes, in our sole discretion.

We will not pay you for the use of your User Content and we reserve the right to remove or delete any User Content, in our sole discretion. It is your responsibility to keep a copy of your own User Content in the event it is deleted, lost or altered.

You represent and warrant that (i) you are solely responsible for all User Content you upload or otherwise provide to us, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any other persons and/or entities who own, manage or otherwise claim any rights to such User Content, and (iii) the Licensed Parties’ use of your User Content as described herein will not violate the rights of any others, including (but not limited) to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, nor will it violate any law, rule or regulation. To the fullest extent allowable by law, you release the Licensed Parties from, and agree to indemnify the Licensed Parties for, all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with your User Content that violates this provision.

7. YOUR OBLIGATIONS TO US

In addition to the other representations provided in these Terms, in exchange for the use of the Sites and Services, you represent that you will not use the Sites in any way that is unlawful or may harm us or any other users and you will not engage in any of the following activities:

- Interfering or attempting to interfere with the security and/or proper working of the Sites.
- Engaging in activity that compromises or may compromise the Sites(s). Such activity may include, but is not limited to hacking, IP attacks, ransomware attacks, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, and transferring any malware to the Sites or other users of the Sites.
- Allowing unauthorized access, whether intentionally or unintentionally, to the Site(s).

- Using or submitting any offensive content including, but not limited to, obscene language, obscene references, obscene images, threatening or harassing messages, discriminatory actions, messages, or images, and defamatory statements.
- Engaging in activity that is unauthorized advertisement or promotions, including unauthorized solicitation of users of the Sites.
- Collecting personal information of other users of the Sites without such user's consent.
- Using the Sites and/or any Content in any manner that is not expressly permitted under these Terms of Use.

8. OUR MANAGEMENT OF THE SITES

We reserve the right, but not the obligation, to: (1) monitor the Sites for violations of these Terms and/or Policies; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) terminate or suspend access to the Sites; (4) refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your User Content or any portion thereof; (5) remove from the Sites or otherwise disable all files and content that appear malicious or are excessive in size or are in any way burdensome to our systems; and (6) otherwise manage the Sites in a manner designed to protect our rights and property and to facilitate the proper functioning of the Sites.

9. ACCESSIBILITY

We value all of our users, and it is our goal to provide an excellent experience for all our users, including our users with disabilities. You understand and accept, however, that some of the content and features of the Sites may not be fully accessible because they are provided by third parties or have errors. If you have comments regarding the accessibility of any part of the Sites or would like to report an issue you are experiencing, please email us at info@wcd.org. You expressly agree to work with us in good faith to obtain access to our Sites and/or Content (as applicable) and that you will not threaten or assert any claims regarding accessibility against us unless you have first provided us with notice of the inaccessibility problem(s) and at least thirty (30) days to address the problem.

10. MODIFICATIONS AND DISCONTINUATION OF THE SITES

We reserve the right to change, modify, or remove the Site(s) and/or any of their contents at any time or for any reason at our sole discretion without notice. We have no obligation to update any information or content on our Sites. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of any part of the Sites or any Content.

Likewise, you may discontinue use of the Sites at any time in your sole discretion.

11. DISCLAIMERS; LIMITS ON LIABILITY; WAIVER OF CLASS ACTION RIGHTS; WAIVER OF JURY TRIAL

THE SITES AND ALL CONTENT AVAILABLE THROUGH THE SITES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS, ACCESSIBILITY AND NON-INFRINGEMENT). WCD, ITS AFFILIATES, PARENT COMPANY, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AND SUPPLIERS (COLLECTIVELY THE "**WCD PARTIES**") EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.

YOUR USE OF THE SITES AND ANY CONTENT IS AT YOUR OWN RISK. YOU AGREE THAT THE WCD PARTIES ARE NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. IN NO EVENT SHALL THE WCD PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO US FOR THE USE OF THE SITES OR CONTENT WITHIN THE LAST TWELVE MONTHS. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES, OR LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE PROVISIONS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY US IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST ANY OF THE WCD PARTIES, AND, YOU AGREE THAT IF YOU HAVE ANY CLAIM AGAINST ANY OF THE WCD PARTIES, YOU WILL BRING IT WITHIN ONE YEAR FROM THE TIME IT ARISES (OR SUCH SHORTER PERIOD UNDER APPLICABLE STATUTES OF LIMITATION) OR SUCH CLAIM SHALL BE WAIVED AND RELEASED. YOU FURTHER AGREE TO RESOLVE ANY AND ALL CLAIMS AGAINST THE WCD PARTIES ON AN INDIVIDUAL BASIS AND KNOWINGLY WAIVE: (A) YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST ANY OF THE WCD PARTIES; AND (B) YOUR RIGHT A JURY TRIAL IN ANY DISPUTE BETWEEN YOU AND ANY OF THE WCD PARTIES.

12. AVAILABILITY AND INTERRUPTIONS

WE CANNOT GUARANTEE THE SITES OR CONTENT WILL BE AVAILABLE OR SECURE 100% OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, EXPERIENCE DISRUPTIONS AND THIRD-PARTY INTERFERENCE. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE SITES AND CONTENT REASONABLY POSSIBLE, INTERRUPTIONS, THIRD PARTY INTERFERENCE AND DELAYS DO OCCUR. THE WCD PARTIES EXPRESSLY DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS. YOU AGREE THAT WE HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, OR INCONVENIENCE CAUSED BY YOUR INABILITY TO ACCESS OR USE THE SITES OR CONTENT DURING ANY DOWNTIME OR DISCONTINUANCE OF THE SITES OR CONTENT, OR FOR ANY DATA LOSS

OR ALTERATION CAUSED BY THIRD-PARTY ACTIONS.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the WCD Parties and any of our third-party service providers, from and against any and all claims, demands, actions, liability, fines, penalties and expenses, whether based on warranty, contract, negligence, strict liability or otherwise, that may arise from: (a) your breach of these Terms of Use or our Policies; (b) your access or use of the Sites or Content; (c) your infringement or the infringement of any third-party using your account, of any intellectual property right or privacy right of another; and (d) any authorized activity through your account.

14. THIRD-PARTY LINKS

The Sites may contain links to other third-party websites. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through such third-party websites. Third-party websites are maintained by persons or organizations over which we exercise no control, and WCD expressly disclaims any responsibility for the content or results from your use of such third-party websites.

15. COPYRIGHT COMPLAINTS

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- The location on the Sites of the material that you claim is infringing;
- Your address, telephone number, and e-mail address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement can be reached as follows: info@wcd.org.

16. GOVERNING LAW; DISPUTES

These Terms of Use, our Policies and your use of the Sites and Content are governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law principles. Any legal action relating to these Terms, our Policies, our Sites, our Content,

or your User Content shall be commenced or prosecuted in the state and federal courts located in Milwaukee, Wisconsin. You consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. In no event shall any claim, action, or proceeding brought by you that is related in any way to these Terms, our Privacy Policy, the Sites, the Content or your User Content must be commenced more than one (1) years after the cause of action arose. If we successfully enforce or defend our rights against you under these Terms or otherwise, we shall be entitled to recover our attorneys' fees and expenses from you.

17. CORRECTIONS

There may be information or output on the Sites that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information or Content on the Sites at any time, without prior notice.

18. MISCELLANEOUS

These Terms of Use and any Policies posted by us on the Sites constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms or our Policies shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations under these Terms to others at any time. If any term or provision in these Terms of Use is found to be void, against public policy, or unenforceable by a court of competent jurisdiction, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms of Use in its entirety and the remainder of these Terms of Use shall survive with the said offending provision eliminated. You agree that these Terms of Use will not be construed against us as the drafter of the Terms as you have had the opportunity to read them, understand them, and agree whether or not to use the Sites and/or Content in connection with them. You hereby waive any and all defenses you may have against use based on the fact that these Terms are posted on our Sites and are not physically signed by you.

19. HOW TO CONTACT US

If you have questions regarding these Terms of Use, please contact us at:

Wisconsin Center District
400 W. Wisconsin Avenue
Milwaukee, WI 53203
414.908.6000
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