

# ABPuckDrop.com User Agreement

This ABPuckDrop.com User Agreement (“Agreement”) is between Associated Banc-Corp (“us” or “we”) and those individuals (“you”) who visit or use the website located at ABPuckDrop.com (“ABPuckDrop.com”). If you do not agree to be bound by all of the terms and conditions found in this Agreement, you are not authorized to visit or use ABPuckDrop.com.

**1. Your Representations and Warranties.** By using or visiting ABPuckDrop.com, you represent and warrant to us that:

- a. You are at least 18 years of age and are under no legal restriction which would prohibit you from using or visiting ABPuckDrop.com, and if you are under the age of 18 your parent or legal guardian must enter into this agreement on your behalf. If you are under the age of 18 you affirm that by your continued or future use of ABPuckDrop.com or any of the offerings, Content, products, and services of us, your parent or legal guardian has first agreed to the terms of this User Agreement, including as amended, on your behalf.;
- b. The information you provide when using or visiting ABPuckDrop.com is complete and accurate; and
- c. You either own, or have a sufficient license to use for purposes of this Agreement, all copyright, trademarks, rights of publicity, and other intellectual property relating to all content, including but not limited to text, images, likeness and video that you upload or share through ABPuckDrop.com (“Content”).

**2. Grant of License in Content You Share.** You hereby grant us a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content, including but not limited to for promoting and redistributing part or all of ABPuckDrop.com (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of ABPuckDrop.com a non-exclusive license to access the Content, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of ABPuckDrop.com and under this Agreement. The above licenses granted by you are perpetual and irrevocable. You hereby grant to us a license to use your name, image and persona in connection with all uses of the Content authorized by you in this section and/or in accordance with any other grants of rights you provide us.

**3. Digital Millennium Copyright Act.** If you are a copyright owner or an agent thereof and believe that any content on ABPuckDrop.com infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Our designated Copyright Agent to receive notifications of claimed infringement is Jane Rolling, 330 E. Kilbourn Avenue, Suite 200, Milwaukee, WI 53202, email to jane.rolling@associatedbank.com. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

**4. Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF ABPUCKDROP.COM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABPUCKDROP.COM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ABPUCKDROP.COM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ABPUCKDROP.COM, THAT THE FUNCTIONS OF ABPUCKDROP.COM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF ABPUCKDROP.COM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY PORTION OF ABPUCKDROP.COM WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN ABPUCKDROP.COM WILL BE CORRECTED, OR THAT ABPUCKDROP.COM WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. USE OF ABPUCKDROP.COM MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**5. Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE ABPUCKDROP.COM, (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED, OBTAINED OR PROVIDED AS A RESULT OF THE USE OF ABPUCKDROP.COM, (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT, (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH ABPUCKDROP.COM, (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH ABPUCKDROP.COM, (F) ANY OTHER MATTER RELATING TO ABPUCKDROP.COM, (G) ANY BREACH OF THIS AGREEMENT BY US OR THE FAILURE BY US TO PROVIDE ABPUCKDROP.COM UNDER THIS AGREEMENT, OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU

HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**6. Indemnification.** You agree to defend, indemnify and hold us, our officers, directors, agents and employees harmless against any and all claims, suits, proceedings, damages, judgments and expenses (including reasonable attorney's fees) or settlement thereof in connection with or arising from any third party claim based upon the breach by you of any provision of this Agreement or of any warranty or representation made by you in this Agreement.

**7. Your Account and Security.** You are solely responsible for all activity occurring under your account and for maintaining the confidentiality of your password.

**8. Acceptable Use.** In connection with your visiting or use of ABPuckDrop.com, you agree that you will not:

- a. Submit any Content which, in our sole discretion, is harassing, defamatory, vulgar, obscene, threatening, hateful or otherwise objectionable;
- b. Infringe upon or misappropriate another's intellectual property rights (e.g., copyrights, trademarks, trade secrets);
- c. Impersonate any other person or entity;
- d. Submit any Content that incorporates or includes anything that requires the consent of any third party who has not expressly authorized you to display their image or likeness in the Content or otherwise use such image or likeness in accordance with this User Agreement;
- e. Submit any Content or other material which may contain viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, interfere with, disrupt, impair, disable or otherwise place an unreasonable load or burden on ABPuckDrop.com or its supporting technological infrastructure;
- f. Access or attempt to access ABPuckDrop.com in an unauthorized manner or in a manner that exceeds the access granted to you by us in the ordinary operation of ABPuckDrop.com;
- g. Reproduce, distribute, display or otherwise share Content except as may be permitted through sharing tools we may offer as part of the functioning of ABPuckDrop.com.

We reserve the right in our sole discretion to remove or disable access to Content which we believe, in our sole discretion, violates the provisions of this section or otherwise is objectionable or not appropriate for ABPuckDrop.com or any other Associated Banc-Corp site or content where such Content is displayed.

**9. Term and Termination.** This Agreement is in effect for as long as you use or visit ABPuckDrop.com, or for as long as you share Content from ABPuckDrop.com, or for as long as we make ABPuckDrop.com available to you. We reserve the right to terminate any account you have to use ABPuckDrop.com or any of its features based on our sole discretion. You agree that any use of ABPuckDrop.com in violation of the terms and conditions of this Agreement is unauthorized and will be considered a breach of this

Agreement. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. In addition, we reserve the right to terminate ABPuckDrop.com at any time, for any reason without notice.

10. **Linking and Sharing.** You may freely link to Content you or others post, upload to or share from ABPuckDrop.com. Any linking to ABPuckDrop.com must be in accordance with this User Agreement. Any sharing of Content on any social media site, by way of example only, Facebook, must be in accordance with that sites terms of use.

11. **Privacy.** You acknowledge and agree that information you provide about yourself and the Content you upload or share will be publicly available on the open web through ABPuckDrop.com. To learn more about the information we collect from you, please visit theABPuckDrop.com Privacy Policy.

12. **Amendments to This Agreement and Notices.** We may amend the provisions of this Agreement from time to time, and will provide notice to you either through ABPuckDrop.com or by email of any material changes. When you visit ABPuckDrop.com or send us e-mails, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your continued use of ABPuckDrop.com, or any Content created on ABPuckDrop.com, after the provision of such notice shall constitute your acceptance of the terms of this Agreement as amended. We may, in our sole discretion and at any time, change the criteria for eligibility to use ABPuckDrop.com. Any amendment to these terms proposed by you shall not be binding upon us, unless and until we have reduced such amendment into a writing that is executed by both parties to this Agreement.

13. **No Waiver.** The waiver by either party of any breach of covenant set forth in this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights.

14. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement shall remain in full force and effect.

15. **Governing Law and Choice of Forum.** This Agreement shall be governed in all respects by the laws of the State of Wisconsin, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in Milwaukee County, Wisconsin, except as otherwise mutually agreed to by the parties in writing. Both parties agree to submit to the personal jurisdiction of the courts located within Milwaukee County, Wisconsin for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens.

16. **Entire Agreement.** This Agreement and the Associated Website Terms of Use which are incorporated by reference constitute the entire agreement between you and us with respect to all the subject matter and issues contained therein, and supersede all prior agreements, proposals, negotiations, representations or communications between you and us relating to such subject matter and issues. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Last Update: January 12, 2016.