## Jersey Jack Pinball Internet Link Terms & Conditions

- 1. Throughout this document, the following terms apply:
  - a. JJP refers to JJ Pinball, LLC d/b/a Jersey Jack Pinball, the manufacturer of this pinball machine.
  - b. You/your refers to the owner of this Machine or someone designated by You to setup and/or maintain and/or operate the Machine.
  - c. Machine or Game refers to the pinball machine that JJP manufactured and is now in your possession.
  - d. Service refers to the internet-connected servers that JJP runs that the Machines connect to in order to determine if product software updates exist and to download said updates.
- 2. The primary purpose of connecting the Machine to an internet-connected network is so that the Machine can connect to the Service and determine if there are applicable updates for the Machine to download from the Service.
- 3. Your use of the Service constitutes acceptance of these Terms & Conditions.
- 4. Setting up Your Machine to connect to the Service is **OPTIONAL** and **VOLUNTARY**. It is not required in any way in order that Your Machine provides entertainment and/or earns money.
- 5. JJP does not warrant that the Service will have 100% availability whether circumstances are within its control or not, nor does JJP warrant that the Service will be available permanently.
- 6. JJP will attempt to notify You of any scheduled downtime or cessation of the Service via announcements on its website and/or official social media pages, but this is not always possible nor guaranteed.
- 7. The Service and the Machine's interaction with the Service have been thoroughly tested to ensure smooth operation and any possible error recovery, but JJP does not warrant an error-free experience.
- 8. Use of the Service does not exercise the Machine in a physical (mechanical or electrical) way; consequently, JJP will not be liable for extraordinary failures that occur coincidentally with the use of the Service apart from issues that would occur under normal operation and possibly be covered under JJP's existing warranty.
- 9. It is possible, though extremely unlikely, that use of the Service could leave your game in a completely inoperable and/or unrecoverable state (commonly known as "bricked"). In the event JJP Technical Support cannot help you get Your Machine into a running and operable state again, the sole remedy will be a new solid-state drive (SSD) sent to You by JJP at JJP's expense. No compensation for lost time will be provided by JJP. In the event this is necessary, You agree to send the old unusable SSD back to JJP, also at JJP's expense, if requested by JJP.
- 10. If the Machine is professionally operated, whether for-profit or otherwise, You alone assume any risks associated with using the Service. As Service use is voluntary, JJP is not responsible for lost revenue related to Service-use downtime.

- 11. Any bandwidth and/or metered Internet costs that might be associated with using the Service are assumed by You.
- 12. JJP recommends that the Machine is connected via a NAT/Firewall setup (as is most typical in home and commercial networks in this age). As with connecting anything to the Internet, there are risks associated with this. JJP has taken reasonable measures to ensure the integrity of the Machine being connected to the Internet, but no security is perfect, and JJP cannot warrant 100% intrusion-free operation while connected to the Internet. JJP specifically recommends AGAINST the Machine being directly connected to the Internet (this would be very uncommon).
- 13. As part of connecting to the Service, the Machine may transmit certain usage information for analysis by JJP, including, but not limited to, Machine audit values, Machine adjustment values, Machine error logs, and Machine operating system logs. Any data transmitted to JJP is done anonymously and does not correlate to You, a user, or user account. Please see our Privacy Policy for more information.
- 14. Most Machines shipped by JJP contain a camera for in-game entertainment use and high score recognition specific to the individual Machine. JJP specifically stipulates that no information recorded by the camera will be transmitted to the Service in any way. Please see our Privacy Policy for more information.
- 15. These Terms & Conditions are subject to change at any time. If this occurs, the Machine will notify You before the next time it connects to the Service so that You will have an opportunity to review them and choose whether to continue or not.
- 16. If You have questions or comments regarding the Terms & Conditions, please contact JJP Technical Support.

Last update: 21-Jul-2020

## Jersey Jack Pinball Internet Link Privacy Policy

- 1. Throughout this document, the following terms apply:
  - a. JJP refers to JJ Pinball, LLC d/b/a Jersey Jack Pinball, the manufacturer of this pinball machine.
  - b. You/your refers to the owner of this Machine or someone designated by You to setup and/or maintain and/or operate the Machine.
  - c. Machine or Game refers to the pinball machine that JJP manufactured and is now in your possession.
  - d. Service refers to the internet-connected servers that JJP runs that the Machines connect to in order to determine if product software updates exist and to download said updates.
- 2. JJP may collect the following kinds of information from Your Machine:
  - a. Audit information, as shown in the various Audits menus in Game diagnostics.
  - b. Settings information, as shown in the various Adjustments menus in Game diagnostics.
  - c. Error Logs, as shown in the Reports->Error Log item in Game diagnostics.
  - d. Operating System Logs, as generated by the Utilities->Dump Logs item in Game diagnostics.
  - e. A unique identifier generated by the Machine's security dongle for the sole purpose of identifying various data to belonging to a single individual Machine.
- 3. JJP specifically does NOT collect the following kinds of information:
  - a. Any Personally Identifiable information
  - b. Any information that may be collected by the USB Camera attached to the Game, if any.
- 4. The information may be transmitted to JJP during a Machine's connection to the Service that checks if new software is available for download by the Machine.
- 5. The information is stored on computer servers operated by a third party (such as a typical colocation service) under contract by JJP and may be accessed by Playfield and Rules designers to determine if games are, in aggregate, performing as expected in terms of how often various features are achieved, gameplay length, etc. Third Party access is limited to a colocation service in its normal duties of operating Internet-connected computers, and storing and backing up
- 6. Absolutely no information will be shared with any other Third Party for any reason.
- 7. This Privacy Policy is subject to change at any time. If this occurs, the Machine will notify You before the next time it connects to the Service so that You will have an opportunity to review it and choose whether to continue or not.
- 8. If you have questions or comments regarding the Privacy Policy, please contact JJP Technical Support.

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