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# Terms of Service

Welcome to Stack Sports.com, the website and online service of SPay, Inc. d/b/a Stack Sports (“Stack Sports”, “we,” “our” or “us”). This page explains the terms by which you may use our online and/or mobile services, website, and software and any other content provided on or in connection with our services (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by these Terms of Service (these “Terms” or this “Agreement”) and to the collection and use of your information as set forth in this Agreement and in the Stack Sports Privacy Policy, which is available at <http://Stack Sports.com/privacy>, whether or not you are also a registered user of our Service. Stack Sports reserves the right to make unilateral changes or additions to these Terms. Any such changes or additions will be reflected by an update of this posting. Please check these Terms periodically for changes. Your continued use of the Service following the posting of changes to these terms (including the Stack Sports Privacy Policy ) will mean you accept those changes. This Agreement applies to all visitors, users, and others who access the Service (“Users”). If you do not agree with these Terms, please do not use the Service.

The affiliated companies of Stack Sports to whom or services to which these Terms apply are listed [here](#).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION/JURY TRIAL WAIVER THAT REQUIRES THE SOLE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

## USE OF OUR SERVICES

To help our customers achieve success, Stack Sports provides platforms for athletes, parents, youth coaches, team managers, college coaches, tournament directors, clubs, leagues and associations to communicate, build relationships, process payments, register for events, provide and receive certain information, and obtain services.

### A. Eligibility

These Terms and your use of the Service forms a contract between you and Stack Sports. Your use of the Service confirms that you have read and agreed to these Terms before using the Stack Sports Service or expressly waived the opportunity to do so. If you do not agree to the Terms, you may not use the Service. In addition, you may use the Service only if you can form a binding contract with Stack Sports, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service may not be used by any Users previously removed from the Service by Stack Sports.

### B. Stack Sports Service

The content and materials contained within the Service are either owned by or licensed to Stack Sports. In addition, the entire contents of the Service are copyrighted as a collective work under the United States copyright laws. Stack Sports owns a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the

content original to Stack Sports. You may not modify, reproduce, publish, transmit, participate in the transfer or sale, create derivative works, use for commercial purposes, or in any way exploit, any of the Service, in whole or in part except as provided in these Terms. Except as otherwise expressly permitted under United States copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of Stack Sports and the copyright owner. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Modification or other unauthorized use of any materials displayed on the Service is a violation of Stack Sports's copyright and other proprietary rights and may also violate the rights of various other parties and/or applicable laws. Without limiting or waiving any of Stack Sports's available remedies, you agree that you will promptly remove any infringing or otherwise objectionable materials from any platform or service if Stack Sports or its agent requests that you do so, and that you will maintain the ability to remove such content from any platform or service on which you cause it to be placed or with which you cause it to be affiliated.

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service and in accordance with applicable law. Stack Sports reserves all rights not expressly granted herein in the Service and the Stack Sports Content (as defined below). Stack Sports may terminate your license at any time for any reason or no reason or withdraw from providing the Service entirely or any component of the Service at any time.

### C. Stack Sports Accounts

Your Stack Sports account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you are a coach or employee of a

university or other institution, you agree that you will only open a Stack Sports account on behalf of such university, institution, company, organization, or other entity, and (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

In the event a coach or employee with the foregoing authorization leaves the institution that (s)he created such account for, the institution will have thirty (30) days to transfer ownership and control of such account, including any data or User Content (as defined below) that has previously been created or uploaded by such User.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Stack Sports immediately of any breach of security or unauthorized use of your account. Stack Sports will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings on your settings or profile page. By providing Stack Sports your email address you consent to our using the email address to send you Service-related and other notices, including any notices required by law, in lieu of communication by postal mail or other means. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, offers or other features of the Service.

#### D. Service Rules

You shall use the Service for lawful purposes only. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service

in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Stack Sports servers than a human can reasonably produce in the same period of time by using a conventional web browser (except that Stack Sports grants the operators of public search engines revocable permission to use spiders to copy publically available materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose an unreasonable or disproportionately large (as determined by us in our sole discretion) load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service or restricting or inhibiting any other user from using and enjoying the Service; (xi) accessing any content on the Service through any technology or means other than those means or methods provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

You agree to be fully informed of and abide by all rules and regulations set forth by the NCAA, NAIA, and any other organizations that govern high school, club, and intercollegiate athletics that may be applicable to your activities. You are solely responsible for your compliance with these rules. Violation of any such rules and regulations are grounds for suspension and/or termination of the Service. You agree to indemnify and hold harmless

Stack Sports of any liability that may arise from your violation of these rules and regulations.

We may, without prior notice, change the Service, or stop providing the Service or features of the Service, to you or to Users generally, or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no specific reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Stack Sports Users. We reserve the right, but have no obligation, to monitor the Service or any difference of opinion, disagreement or dispute between you and other Users. You shall be solely responsible for, and Stack Sports shall have no liability for, your interactions with other Users, or for any User's action or inaction.

#### E. Votes, Contests, Drawings and Sweepstakes

From time to time, we may offer you opportunities to vote in connection with certain events or enter contests, drawings or sweepstakes. By casting a vote or entering contests, drawings or sweepstakes, you signify your agreement to all additional or special terms set forth in connection with the balloting, contest, drawing or sweepstakes, as well as these Terms.

#### USER CONTENT

Some areas of the Service allow Users to post or provide content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User provides, submits, posts, displays, or otherwise makes available on the Service is referred to as "User Content"). We claim no copyright interest in any User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Service, you agree to allow us

and others to access, view, edit, and/or share your User Content in accordance with your settings and this Agreement. Stack Sports has the right (but not the obligation) in its sole discretion at any time to remove any User Content that is shared via the Service.

You agree not to provide User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is infringing, illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets) or plagiarizes the work of another; (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any school's, governing body's or other entity's applicable policy, including those policies related to cheating or ethics or recruiting; or (x) contains material that is irrelevant to the use of or subject matter of the Service. You agree and confirm that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Stack Sports reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Stack Sports to disclose personal information of anyone who submits materials that violates these Terms, in accordance with Stack Sports Privacy Policy.

Stack Sports also reserves the right, but is not obligated, to reject and/or remove any User Content, including, without limitation, any User Content that Stack Sports believes, in its sole discretion, violates any of these provisions, any User Content that Stack Sports believes was obtained without the proper permissions and consents, as warranted by you below, or in response to a request by another User or third party or parent or guardian of another User or third party. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade name, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the consent of each and every identifiable natural person in the User Content, if any, to use such person's name, information or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. You have obtained and are solely responsible for obtaining all consents as may be required by law to provide any User Content relating to third parties.

C. Your User Content and Stack Sports' and other Users' use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

D. Stack Sports may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties



payable under any collective bargaining agreement or otherwise.

E. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Stack Sports takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of providing it, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of User Content. You acknowledge that is a distributor (and not a publisher) of User content supplied by third parties and other Users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other user of the Services, are those of the respective author(s) or publisher(s) and not of Stack Sports. Neither Stack Sports nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Stack Sports shall not be liable for any damages you allege to incur as a result of or relating to any User Content. Furthermore, under no circumstances will Stack Sports be liable for any loss or damage caused by your reliance on information obtained through the Service; it is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content available through the Service.

#### USER CONTENT LICENSE GRANT

By providing or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Stack Sports a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and

make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Stack Sports's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

## DATA

A. License Grant to User Data. Certain aspects of the Service allow Users to provide Stack Sports with data or access to other data sources (whether online or otherwise) ("User Data"). By submitting such User Data, or providing Stack Sports with access to such User Data, you expressly grant, and you represent and warrant that you have all rights necessary to grant, all right and licenses to the User Data required for us, our affiliates, our partners and our subcontractors and service providers to use the User Data and to provide the Services, including, without limitation, our consultative services such as the reconciliation of data from multiple sources. You acknowledge and agree that we may collect, analyze and use User Data, including data that has been anonymized, aggregated or derived from User Data or tagged with a hashed or masked identifier, as well as data about your access and use of our Services, for the purpose of providing, operating, analyzing, and improving our Services or offering or enabling other services.

B. Your Responsibilities. In connection with User Data, as of the date you accepted this Agreement and throughout the term of this Agreement, you represent, warrant and agree that:

(1) you have obtained such User Data lawfully, and such User Data does not and will not violate any applicable laws or a third party's proprietary or intellectual property rights;

(2) you shall not provide any User Data or content that contains bank account information, credit or debit card information, personal information collected from children under 13, social security numbers, or health or medical information, except in designated areas of the Service which permit the receipt of such sensitive data elements. Such data may not be submitted or stored by Stack Sports without Stack Sports’s explicit consent, and Stack Sports reserves the right to delete or anonymize such data if discovered stored in an unauthorized location within the Service or to tag such data with hashed or masked identifier;

(3) you are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to User Data that you share with us under this Agreement;

(4) we may exercise the rights to User Data provided by you under this Agreement without liability or cost to any third party; and

(5) User Data provided by you complies with the terms of this Agreement.

## MOBILE SOFTWARE

A. Mobile Software. We may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Stack Sports does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Stack Sports hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Stack Sports account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any

copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Stack Sports may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Stack Sports or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Stack Sports reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Software will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Stack Sports Service.

B. Mobile Software from iTunes. The following applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Stack Sports, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Stack Sports as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Stack Sports as provider of the software. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, Stack Sports, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Stack Sports acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third-party beneficiary thereof.

C. Mobile Software from Google. The following applies to any Mobile Software you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that the Agreement is between you and Stack Sports only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Stack Sports, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Stack Sports’s Google-Sourced Software.

## OUR PROPRIETARY RIGHTS

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “Stack Sports Content”), and all Intellectual Property Rights related thereto, are, as between you and Stack Sports, the exclusive property of Stack Sports and its licensors (including other Users who provide User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Stack Sports Content. Use of the Stack Sports Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Stack Sports under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to

disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Stack Sports does not waive any rights to use similar or related ideas previously known to Stack Sports, or developed by its employees, or obtained from sources other than you.

## STACK SPORTS PROPERTY

The Service contains data, information, and other content not owned by you, such as reputational or status indicators and/or fictional property representing virtual achievements (for instance, trophies, points, or powers) (“Stack Sports Property”). You understand and agree that regardless of terminology used, Stack Sports Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Stack Sports’ sole discretion. Stack Sports Property is not redeemable for any sum of money or monetary value from Stack Sports at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Stack Sports on Stack Sports servers, including without limitation any data representing or embodying any or all of your Stack Sports Property. You agree that Stack Sports has the absolute right to manage, regulate, control, modify and/or eliminate Stack Sports Property as it sees fit in its sole discretion, in any general or specific case, and that Stack Sports will have no liability to you based on its exercise of such right. All data on Stack Sports’s servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON STACK SPORTS’ SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN STACK SPORTS’ SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. STACK SPORTS DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON STACK SPORTS’S SERVERS.

## PAID SERVICES

A. **Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment terms posted in connection with the applicable Service, as such terms may be updated from time to time. Stack Sports may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

B. **Cancellation; No Refunds.** It is your sole responsibility to terminate your Stack Sports account or any paid subscription. You may cancel your Stack Sports account at any time; however, there are no refunds for cancellation. In the event that Stack Sports suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any Stack Sports Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

C. **Payment Information; Taxes.** All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You must provide current, complete and accurate information for your billing account and promptly update all information to keep such information current, and you must promptly notify Stack Sports if your payment method is canceled (e.g., for loss, theft, or expiration) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your username or password. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

D. **California Residents.** The provider of services is STACK SPORTS, 5360 Legacy Drive, Suite 150, Plano, TX 75034. If you are a California resident, in accordance with Cal. Civ. Code



§1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

#### NO PROFESSIONAL ADVICE

If the Service provides professional information (for example, legal, medical or compliance advice), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

#### TEXT MESSAGING

A. Consent to Send Text Messages. Stack Sports may provided functionality to help college coaches communicate with athletes by text message. You may only send text messages to existing athletes on your team roster. You are not permitted to send text messages to any user with whom you do not have a relationship and from whom you have not received explicit consent to send such messages. If you send a text message through the Service, YOU REPRESENT AND WARRANT TO US THAT EACH PERSON YOU MESSAGE HAS CONSENTED TO RECEIVE TEXT MESSAGES FROM YOU. You further warrant and agree that you will promptly honor any opt-out requests you receive.

B. Consent to Receive Messages. From time to time, a coach or other user may wish to send you one or more text messages. By signing up for a Service and providing your mobile number, you agree to receive text messages from members of the Service.

You may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

C. Consent to Receive Messages from Stack Sports or its partners.

By agreeing to receive text messages, you also consent to the use of an electronic record to

document your agreement. To stop receiving text messages from our text message program, text STOP to the short code provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access, and (ii) either a printer or storage space on such device. When you sign up to receive text messages in connection with any of our text message programs, you are agreeing to our Terms of Service including SMS text message terms set forth in these Terms. Consistent with applicable law, appropriately aged visitors may from time to time have the opportunity to register for special programs, promotions, services, and information delivered via text messaging and/or wireless devices to users who expressly agree to receive such messages. We will not charge you to create or deliver the text messages that are part of any of our text message programs unless otherwise noted at the point where you sign up for the program; however, depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider. Accordingly, your provider's standard message and data rates may apply. Your consent to receive texts from us is not in any way required as a condition of purchasing property, goods or services from us. By signing up to receive texts, you represent that you are thirteen (13) years of age or older and, if you are under the age of eighteen (18), you either are an emancipated minor, or have obtained the legal consent of your parent, legal guardian, or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these Terms of Service. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts. To stop receiving text messages from a specific Stack Sports text message program, text STOP to the short code provided by us in the text message program texts that you no longer wish to receive. After doing so, you will receive confirmation of your opt-out via text. If you have signed up for more than one of our text message programs you will need to text STOP to the short code provided in the texts for each text message program from which you wish to no longer receive texts. To request more info, text HELP to the short code provided in the texts related the specific Stack Sports text message program you have questions about. The number of

texts you receive from us may vary significantly, depending in part on the specific text message program you sign up for. Content may not be available on all carriers and carrier participation could change. You may consult with your carrier to see if it participates. The content is not compatible with all cell phone models. We will not be liable for any delays in the receipt of any SMS messages or changes to the participating carriers as delivery is subject to effective transmission from your carrier with active participation at that time. We or our vendor who sends the texts may use auto dialer or non-auto dialer technology to send the text messages described above to the mobile phone number you supply when you request to receive the texts. By signing up for texts, you also agree to our Privacy Policy which is incorporated by reference herein. We reserve the right to modify these SMS text message terms, or any part thereof, or add or remove terms at any time, and such modifications, additions, or deletions will be effective immediately upon posting. Your receipt of texts after such posting shall be deemed to constitute acceptance by you of such modifications, additions, or deletions.

## PRIVACY

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, available at <http://stacksports.com/privacy>, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

## SECURITY

Stack Sports cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## DMCA Notice

Since we respect artist and content owner rights, it is Stack Sports' policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Stack Sports's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Stack Sports to contact you, such as your address, telephone number, and, e-mail address;
5. 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 law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn:

DMCA Notice – Legal Department

Stack Sports, LLC

c/o Stack Sports

5360 Legacy Drive

Suite 150

Plano, TX 75034

Telephone: (866) 892-0777

Email: [info@stacksports.com](mailto:info@stacksports.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Stack Sports and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Stack Sports' rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Stack Sports has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Stack Sports may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### THIRD-PARTY LINKS AND INFORMATION

The Service may contain links to third-party materials that are not owned or controlled by Stack Sports. Stack Sports does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Stack Sports's Privacy Policy do not apply to your use of such sites. You expressly relieve Stack Sports from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by

other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Stack Sports shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## INDEMNITY

You agree to defend, indemnify and hold harmless Stack Sports and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STACK SPORTS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, STACK SPORTS, ITS SUBSIDIARIES, ITS AFFILIATES,

AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet and/or the Service. The Service may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Service may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of Stack Sports, access to the Service may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, Stack Sports shall not be liable in any way for any delay in responding to an inquiry or question forwarded by you or the effects any delay or unavailability may have on you. YOU AGREE THAT STACK SPORTS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICE AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE SERVICE.

STACK SPORTS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE STACK SPORTS SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND STACK SPORTS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STACK SPORTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL STACK SPORTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STACK SPORTS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT



SHALL STACK SPORTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO STACK SPORTS HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF STACK SPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. Stack Sports makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

### 18.1 Disputes

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

A. We and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

B. In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by email to [disputes@stacksports.com](mailto:disputes@stacksports.com) AND by U.S. Mail to, Stack Sports c/o Stack Sports, 5360 Legacy Drive, Suite 150, Plano, TX 75034 Attn: Legal Department. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within sixty (60) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may resort to the other alternatives described in this Section 18. Notwithstanding the foregoing, the notice and sixty (60)-day negotiation period required by this Section 18 shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service.

C. Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, if unresolved through informal discussions within sixty (60) days of receipt of notice, shall be resolved by binding arbitration to be held in the state in which you reside. Notwithstanding the foregoing, nothing in this Section shall be deemed as

preventing Stack Sports from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

D. For residents outside the United States, arbitration shall be initiated in New York, New York, and we and you agree to submit to the personal jurisdiction of any state or federal court in New York, New York to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

E. . We and you each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided herein) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). .

F. We shall bear the cost of any arbitration filing fees and arbitration fees up to Five Hundred Dollars (\$500.00). You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys’ fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys’ fees. Notwithstanding the foregoing, we and you agree not to seek any attorneys’ fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose, provided that if you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs

of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. We and you understand that, absent this mandatory arbitration provision, we and you would have the right to sue in court and have a jury trial. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

G. If your claim is solely for monetary relief of Ten Thousand Dollars (\$10,000) or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the JAMS Rules.

H. You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualifies for such small claims court and where your claim does not include a request for any type of equitable relief.

I. You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to the following address: Stack Sports c/o Stack Sports, 5360 Legacy Drive, Suite 150, Plano, TX 75034 Attn: Legal Department, AND, the following Email address: [disputes@stacksports.com](mailto:disputes@stacksports.com). The notice must be sent within the later of thirty (30) days of your first use of the Services or within thirty (30) days of changes to this section being announced on the Services, otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section 18. If you opt-out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Services will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this Section 18 or otherwise.

J. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the

scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

K. The terms of these arbitration provisions will apply to any claims asserted by you against Stack Sports and its affiliates to the extent that any such claims arise out of your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service.

## 18.2 Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

(A) We and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms in connection with the Services will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Service or in connection with the Services.

(B) If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in federal court located in New York, New York.

(C) The terms of this provision will apply to any claims asserted by you against Stack Sports to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

## GENERAL

A. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Stack Sports without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement. Stack Sports may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Stack Sports in our sole discretion. Stack Sports reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Stack Sports is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Stack Sports may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the ‘last modified’ date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Stack Sports in connection with the Service, shall constitute the entire agreement between you and Stack Sports concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

D. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Stack Sports’ failure to assert any

right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. Contact. Please contact us at [help@stacksports.com](mailto:help@stacksports.com) with any questions regarding this Agreement.

This Agreement was last modified on August 23rd, 2019.