

## **TRYSQUAAD / Terms of Use**

**Effective as of May 31-2025**

THE WEBSITE TRYSQUAAD.COM (THE "SITE"), THE TRYSQUAAD MOBILE APPLICATION (THE "APP"), AND OUR RELATED PLATFORMS, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THE SITE OR APP (TOGETHER WITH THE SITE AND APP, THE "SERVICES") ARE OWNED AND OPERATED BY BRINNEX LLC (TOGETHER WITH ITS AFFILIATES, SUCCESSORS, AND ASSIGNS HEREINAFTER REFERRED TO AS "TRYSQUAAD", "OUR", "WE," OR "US").

BY ACCESSING AND USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS OF USE, OUR PRIVACY NOTICE, AND OUR SPECIFIC TERMS AND CONDITIONS APPLICABLE TO CERTAIN SERVICES YOU MAY ELECT TO USE (ALL OF WHICH ARE INCORPORATED HEREIN AND COLLECTIVELY REFERRED TO AS THE "TERMS OF USE", WHICH SET FORTH THE ENTIRE AGREEMENT PERTAINING TO YOUR USE OF THE SITE AND SERVICES, AND SUPERSEDE ALL PRIOR VERSIONS OF THE TERMS OF USE). BY DOING SO, YOU ALSO AGREE TO BE CONSIDERED A USER, DEFINED AS AN INDIVIDUAL WHO IS AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN THEIR JURISDICTION), HAS COMPLETED THE REGISTRATION PROCESS, AND HAS BEEN GRANTED ACCESS TO USE THE PLATFORM'S SERVICES AS A CONSUMER. USERS MUST PROVIDE ACCURATE AND COMPLETE INFORMATION DURING REGISTRATION AND AGREE TO USE THE PLATFORM IN COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS.

THESE TERMS OF USE ARE LEGALLY BINDING AGREEMENTS. BY AGREEING TO THESE TERMS, AND SUBJECT TO CERTAIN EXCEPTIONS DESCRIBED IN SECTION 12, DISPUTES BETWEEN YOU AND US WILL BE RESOLVED SOLELY THROUGH ARBITRATION ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL.

IF YOU USE THE SERVICES ACTING AS THE PARENT OR LEGAL GUARDIAN FOR A MINOR (A "LEGAL GUARDIAN"), YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO REPRESENT YOUR CHILD AND CONSENT TO THE SUBMISSION

AND UTILIZATION OF DATA AND INFORMATION YOU OR YOUR ORGANIZATION SUBMIT VIA THE SERVICES.

UNDER NO CIRCUMSTANCES ARE THE SITE OR SERVICES INTENDED BY PERSONS UNDER THE AGE OF 18, AND SITE USERS UNDER THE AGE OF 13 ARE NOT AUTHORIZED.

IF YOU USE THE SITE AND THE SERVICES ACTING IN YOUR POSITION AS AN ADMINISTRATOR, EMPLOYEE, OFFICER, COACH, STAFF, MANAGER, DIRECTOR, AGENT OR REPRESENTATIVE, OR OTHER AUTHORIZED REPRESENTATIVE (AN "AUTHORIZED REPRESENTATIVE") OF AN ORGANIZATION WHICH HAS ENTERED INTO A CONTRACT WITH US TO LICENSE THE SERVICES, YOU REPRESENT THAT YOU HAVE PERMISSION TO ACCESS AND UTILIZE THE SITE AND SERVICES, AND TO THE EXTENT APPLICABLE, THE LEGAL AUTHORITY TO BIND YOURSELF AND SUCH ORGANIZATION AND YOU GUARANTEE COMPLIANCE BY YOU AND SUCH ORGANIZATION WITH THESE TERMS OF USE. AS USED HEREIN "ORGANIZATION" MEANS A NATIONAL, STATE, OR LOCAL SPORTS GOVERNING BODY, LEAGUE, CLUB, TEAM, COMPANY, UNIVERSITY, SCHOOL, CONFERENCE OR OTHER INSTITUTION, ORGANIZATION OR ENTITY INCLUDING BUT NOT LIMITED TO THOSE WHO HOST AND/OR CONDUCT COACHING, TRAINING, TRYOUTS, LEAGUES, TOURNAMENTS OR OTHER EVENTS.

WE RESERVE THE SOLE RIGHT AT ANY TIME TO MODIFY, DISCONTINUE, OR TERMINATE THE SERVICES.

### **CHANGES TO TERMS OF USE**

WE MAY MAKE CHANGES TO THE TERMS OF USE AND/OR OUR OTHER POLICIES AND/OR PROCEDURES FROM TIME TO TIME, AT OUR SOLE AND ABSOLUTE DISCRETION. IN THE EVENT WE MAKE CHANGES TO THE TERMS OF USE WE WILL POST THE UPDATED TERMS OF USE ON THE SITE AND/OR THE SERVICES, AND WE WILL REVISE THE "UPDATED" DATE ABOVE. ANY CHANGES TO OUR POLICIES AND/OR PROCEDURES SHALL BE INCORPORATED HEREIN. IT IS YOUR RESPONSIBILITY TO REVIEW THE TERMS OF USE FREQUENTLY AND TO REMAIN INFORMED OF ANY CHANGES TO THEM. IF YOU DO NOT AGREE WITH THE CHANGES AND/OR MODIFICATIONS, YOU SHALL NOT USE THE SERVICES AFTER THE EFFECTIVE DATE OF THE CHANGES. THE THEN-CURRENT VERSION OF THE

TERMS WILL SUPERSEDE ALL EARLIER VERSIONS. YOU AGREE THAT YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH CHANGES HAVE BEEN PUBLISHED WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH REVISED TERMS OF USE, POLICIES AND/OR PROCEDURES.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE OR SERVICES.

## 1. REGISTRATION.

- A. **Age Restriction.** The Site is a "general audience" website and is intended for use by persons 18 years of age or older (or legal age of majority to form a binding contract, if higher, in your place of residence). Under no circumstances are the Site or Services intended for children under the age of 13. Any account for children under the age of 13 years of age will be disabled upon our receipt of actual knowledge of such registration.
- B. **Authorized Representative Age Restriction.** The Site and its Services are intended only for Authorized Representatives who are at least 18 years old or the legal age required to enter into a binding contract in their place of residence—whichever is higher. Individuals who do not meet this age requirement are strictly prohibited from using the Site or Services as Authorized Representatives. If we become aware that an account has been created by someone under this required age, we will disable the account as soon as we have actual knowledge of the violation. For the purposes of this Agreement, a "**Minor**" is defined as any individual who is under 18 years of age or under the legal age of majority in their state or country of residence, whichever is higher.
- C. To use the Site and Services as an Authorized Representative, Player Contact (as defined below), or other site account, you must register as a user and create an account on the Site. As part of the registration process, you will provide an email address and, password, and other information and materials for your Site account, and Legal Guardians may additionally provide their physical address, phone number, photographs, and billing information (collectively, the "Registration Information"). We reserve the right to approve or decline your registration at our sole discretion.

- D. Authorized Representatives may create a Site player contact account for parents or legal guardians of active players of their Organization (each a "Player Contact"). Authorized Representatives may not create a Player Contact in the Services for a Minor.
- E. Authorized Representatives, or Player Contacts may create a player profile for active players of an Organization (each a "Player Profile").
- F. You are solely responsible for maintaining the confidentiality and security of your registration information, including your account password. You are also responsible for all activity that occurs under your account. You must not share your password or allow others to access your account, and you may never use another user's account without their express permission. We encourage you to use "strong" and "unique" passwords (passwords that use a minimum of sixteen characters, a combination of upper- and lower-case letters, numbers, and symbols, and which are not shared with any other service or account) with your account. You must notify US immediately of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by any unauthorized use of your account.
- G. You represent and warrant that all Registration Information will be true, accurate, complete, and current and that you will promptly update your Registration Information as necessary such that it is, at all times, true, accurate, complete, and current. We may use all Registration Information in accordance with our Privacy Notice.
- H. You are responsible for maintaining access to the email address associated with your account. We are unable to restore access to your account if you lose access to the email address associated with the account.
- I. You are responsible for keeping your account active. If a user does not log in to an account for six (6) months or more from the date of the last log-in, the account may be considered inactive. Inactive accounts may be permanently removed without notice.
- J. You agree to receive all communications, agreements, and notices that we provide in connection with any Services ("Communications"), including, but not

limited to, Communications related to our delivery of the Services via electronic means, including by e-mail, text, in-product notifications, or by posting them on the Site or through any Services. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your account contact information current.

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

## 2. INTEGRATION OF POLICIES

BY ACCESSING AND USING THE TRYSQUAAD SERVICES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND NOT ONLY BY THESE TERMS OF USE BUT ALSO BY OUR PRIVACY NOTICE AND PAYMENT PROCESSING POLICY, WHICH ARE INCORPORATED HEREIN BY REFERENCE. IT IS ESSENTIAL THAT YOU REGULARLY REVIEW ALL THESE POLICIES, AS YOUR CONTINUED USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF ANY AMENDMENTS TO THESE DOCUMENTS. ANY CHANGES TO THESE POLICIES WILL BE COMMUNICATED THROUGH OUR PLATFORM AND THE "LAST UPDATED" DATE OF EACH DOCUMENT WILL BE UPDATED.

## 3. USE OF SITE AND SERVICES.

- A. **Site and Services Content.** The content and materials contained within the Site and Services ("Services Content") are either owned by or licensed to Us. In addition, the entire contents of the Site and Services are copyrighted as a collective work under the United States copyright laws. We own a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to Us. 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 Services, in whole or in

part except as provided in these Terms of Use. 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 Us 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 Site or Services is a violation of the copyright and other proprietary rights of Us and may also violate the rights of various other parties and/or applicable laws. Without limiting or waiving any of the available remedies of Us, you agree that you will promptly remove any infringing or otherwise objectionable materials from any platform or service if We or our 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.

- B. **Site and Services License.** Subject to these Terms of Use and only to the extent expressly permitted by the functionality of the Site and Services, you are granted a limited, non-exclusive, freely revocable, non-assignable, and non-transferable license to use the Site and Services and access and interact with Services Content for your personal, noncommercial use only, and as permitted by the features of the Services and in accordance with applicable law. We reserve all rights not expressly granted herein in the Site and Services and Services Content. We may terminate your license at any time for any reason or no reason or withdraw from providing the Site or Services entirely or any component of the Services at any time.
- C. **Electronic Communications.** It is important to understand that you should have no expectation of privacy with respect to any electronic communications transmitted through the Services, including text messages, chat messages, emails, or blogs, and that We, Authorized Representatives, and our service providers may monitor, inspect, record, and store the contents of these communications. Your use of the Services constitutes your consent to the same.
- D. **Services Rules.** You agree that you will not use the Site or Services in any manner that is inconsistent with these Terms of Use, or that could damage, disable,

overburden, or impair the Site or Services, in each case as determined in our sole discretion. Without limitation, you agree, represent, and warrant that:

- I. You will use the Site and Services in compliance with all applicable laws and policies;
- II. You will not use the Site or Services to infringe the privacy rights of any person or entity;
- III. You will not use the Site or Services to infringe the Intellectual Property Rights (as defined below) of any person or entity;
- IV. You will not use the Site or Services in any way that is abusive, fraudulent, or unlawful;
- V. You will not submit any data via the Site to which you are not authorized to use or disclose, or which violates any applicable law;
- VI. You will not collect or harvest any personally identifiable information, including account names, from the Services;
- VII. You will not copy, distribute, or disclose any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”;
- VIII. You will not use any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc. to collect information from, access, or otherwise interact with the Site;
- IX. You will not use the Site or Services to transmit spam, chain letters, or other unsolicited email, notifications, or text messages;
- X. You will not use the Site or Services for any commercial solicitation purposes;

- XI. You will not utilize the Site to engage in improper, illicit, or illegal communications;
- XII. You will not upload, transmit or otherwise make available any content that we deem to be harmful, offensive, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically, otherwise objectionable, or unrelated to sports;
- XIII. You will not post content that would be harmful to minors in any manner;
- XIV. You will not create a false identity, or impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- XV. You will not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site or Services;
- XVI. You will not upload, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- XVII. You will not use the Site or Services to solicit, advertise, provide, sell, or offer, any third-party sites or services, or similar or competing products or services;
- XVIII. You will not use or attempt to use another user's account without authorization;
- XIX. You will not, directly, or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through, the Site or Services or any software, documentation, or data related to the Site or Services; and
- XX. You will not remove any proprietary notices or labels from the Site, or Services or modify, translate, or create derivative works based on the Site or Services.

- E. **Copyright.** TRYSQUAAD respects copyright law and expects its users to do the same. If you believe that any content or material on the Site may infringe copyrights you own, please notify us in accordance with our Copyright Policy.

#### **4. CONTENT SUBMITTED BY USERS.**

##### **A. User Content.**

- I. You are solely responsible for all materials and content that are submitted by you or through your account for posting, publication, display, or other use on the Site or in connection with any Service, including without limitation, Registration Information, names, likenesses, images, videos, music, Intellectual Property Rights (as defined below), logos, biographical information, files, code, data, metadata, text, software, links, and any other information or materials a user provides, submits, posts, displays, or otherwise makes available on the Services is referred to as "User Content".
- II. With regard to your User Content, you, affirm, represents and warrant that: (a) 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; (b) You have obtained such User Data lawfully and Your User Content and the use thereof by Us and other users as contemplated herein and the Services will not violate or infringe any rights of any third party, including but not limited to any Intellectual Property Rights (as defined below) and privacy rights; (c) You are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to User Content that you share with us via the Services and under these Terms of Use (d) You shall not provide any User Content 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 Services which permit the receipt of such sensitive data elements. Such data may not be submitted or stored by Us without the explicit consent of Us, and We reserve the right to delete or anonymize such data if discovered stored in an unauthorized location within the Services or to tag such data with hashed or masked identifier; (e) We may exercise the rights to your User Content granted under these Terms of Use without liability for payment of any guild fees, residuals, payments, fees or royalties payable

under any collective bargaining agreement or otherwise; (f) To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

- III. We are not responsible for any User Content that may be lost or unrecoverable through your use of the Site or Services, and you are encouraged to archive your User Content regularly and frequently.
- IV. You must submit User Content to the Site and Services in compliance with our submission specifications. Our submission specifications are available in your dashboard or otherwise on the Site.
- V. As between you and us, and subject to our rights in these Terms of Use, you shall retain all rights in the User Content and nothing in these Terms of Use shall constitute a transfer to us of ownership of any User Content, provided however that we may retain certain anonymized or aggregated content derived from User Content which we have collected pursuant to our Privacy Notice.
- VI. You hereby acknowledge and agree that we may, at our sole discretion, disclose User Content in order to: (a) to deliver the Services as described herein, and in our Privacy Notice; (b) comply with law enforcement, court orders, or the legal process; (c) protect the rights and safety of individuals; or (d) settle contractual disputes, privacy claims, or disputes over intellectual property ownership. You understand and agree that in connection with the rights granted herein, we have the right, but no obligation, to remove, monitor, or otherwise use your User Content.
- VII. We take no responsibility and assume no liability for any User Content that you or any other User or third-party posts, sends, or otherwise makes available over the Services. 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 Services, and you agree that we are only acting as a passive conduit for your online distribution and publication of User Content. You acknowledge that We act solely as 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 Us. Neither We 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 We 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 We be liable for any loss or damage caused by your reliance on information obtained through the Services. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content available through the Services.

- VIII. You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor the Services or any difference of opinion, disagreement or dispute between you and other users. You shall be solely responsible for, and We shall have no liability for, your interactions with other users, or for any user's action or inaction.
- IX. You agree not to provide User Content that: (a) 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; (b) may create a risk of any other loss or damage to any person or property; (c) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (d) may constitute or contribute to a crime or tort; (e) contains any information or content that we deem to be unlawful, harmful, abusive, racially, ethnically or socially 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; (f) contains any information or content that is infringing, illegal (including, without limitation, the disclosure of another party's trade secrets) or plagiarizes the work of another; (g) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (h) contains any information or content that you know is not

correct and current; (i) violates any Governing Authority's (as defined below) or other entity's applicable policy, including those policies related to cheating or ethics or recruiting; or (j) 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, synchronization 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. We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose personal information of anyone who submits materials that violates these Terms of Use, in accordance with our Privacy Notice.

- X. We also reserve the right, but are not obligated, to reject and/or remove any User Content, including, without limitation, any User Content that We believe, in our sole discretion, violates any of these provisions, any User Content that We believe 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 Services is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.
- XI. For the purposes of these Terms of Use, "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.

## **B. License to User Content.**

- I. By submitting User Content to the Site or in connection with any Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Us a non-exclusive, transferable, royalty-free, sublicensable, irrevocable, perpetual, license throughout the universe, 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 Services and the business of Us (and our successors and affiliates), including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, and to use, reproduce, distribute, display, and perform such User Content as permitted through the functionality of the Services and under these Terms of Use.
  - II. You expressly grant, and you represent and warrant that you have all rights necessary to grant, all right and licenses to the User Content required for us, our affiliates, our partners and our subcontractors and service providers to use the User Content and to provide the Services.
- C. **Representations and Warranties.** By submitting User Content to the Site or in connection with any Service, you acknowledge, represent, and warrant that:
- I. You own or control all necessary rights in and to the User Content, and you have the full right and authority to grant the rights, licenses, and permissions in these Terms of Use;
  - II. The exercise of the rights granted by you herein shall not violate any laws or otherwise infringe upon the rights of any person or entity, including Intellectual Property Rights, privacy, publicity, other personal or proprietary rights, or contain libelous, defamatory, or otherwise unlawful materials;

- III. The exercise of the rights granted by you herein shall be without any obligation to make any payment of any nature to you or any other person or entity;
- IV. You will ensure that: (a) all required notices have been given, and all such authorizations have been obtained, as required under applicable data protection laws, for TRYSQUAAD to process User Content (including personal information) as contemplated by these Terms of Use, and our Privacy Notice; (b) you have complied, and will continue to comply, with all applicable laws relating to privacy and data protection related to User Content you submit to TRYSQUAAD; and (c) you have, and will continue to have, the right to transfer, or provide access to, User Content (including personal information) to TRYSQUAAD for processing following the Terms of Use, and the terms any agreement with you.
- V. You agree to be fully informed of and abide by all rules and regulations set forth by the supervisory organization, conference or governing body, and any other organizations that govern or regulate athletics participation and competition ("Governing Authority") that may apply to your activities. You are solely responsible for your compliance with the applicable Governing Authority rules. Violation of any such rules and regulations is grounds for suspension and/or termination of the Services. You agree to indemnify and hold Us harmless of any liability that may arise from your violation of applicable rules and regulations.

## **5. TERMINATION.**

- A. You may terminate your use of the Services at any time.
- B. We may cancel your user registration and terminate your use of the Site or Services at any time with or without cause, in our sole discretion, and with or without notice, including for your breach of your representations, warranties, and covenants in these Terms of Use; provided, however, that we have no obligation to monitor your use of the Site or Services.

- C. We may delete any of your User Content, information, or other data from the Site or Services at any time, and we have no obligation to maintain copies of any deleted information.
- D. Any provisions of these Terms of Use that by their nature should continue after termination of your use of the Site or any Services will continue to apply even after the expiration or termination of these Terms of Use or your use of the Site or any Services.

## **6. PAYMENT AND FEES.**

- A. **Billing Policies.** Your Organization may implement and require a fee or other charge for certain registrations, products, or services that they make available via the Services. If you elect to make a purchase via the Services, you agree to the pricing and payment terms posted in connection with the applicable registrations, products, or services offered by your Organization, as such terms may be updated from time to time. Your Organization may add new registrations, products, or services for additional fees and charges, add or amend fees and charges for existing services, and TRYSQUAAD may implement those on behalf of your Organization at any time. Any change to pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided via the Services. If you object to such a change in the fees, you may terminate the service affected by the change in pricing before the date the new charge takes effect. If you make a registration, product, or service payment to an Organization via the Services, you agree that such transaction is between you and your Organization and is subject to its refund and/or cancellation policy, notwithstanding TRYSQUAAD's rights to impose fees on such transactions, therefore, any refund requests, including without limitation unauthorized or incorrect charges, must be made directly to your Organization.
- B. **Payments by Credit Card.** If you elect to pay applicable fees with a credit card, We, on behalf of your Organization, will bill your credit card for all fees and you hereby authorize Us to charge your credit card or to charge any form of payment you have obtained to replace your credit card. We are not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Us. Each charge will be considered valid unless disputed by you in writing within thirty (30) days after the billing date. No adjustments will be made for disputed charges made more than thirty (30) days

after the billing date. All fees will be paid in U.S. dollars and are due as set forth on the Site.

- C. **Cancellation; No Refunds.** It is your sole responsibility to terminate your Site account. You may cancel your Site account at any time; however, there are no refunds for cancellation, unless otherwise offered by your Organization. If We suspend or terminate your account or these Terms of Use, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Services, any content or data associated with your account, or for anything else.
- D. **Payment Information; Taxes.** All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. If such information is false or fraudulent, We reserve the right to terminate your use of the Services and in addition to seeking any other legal remedies. 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 Services at the prices in effect when such charges are incurred. You must promptly notify Us 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.
- E. **Installment Plans.** By purchasing any product, service, or registration offered by your Organization via the Services and selecting the option to pay in installments (each an “Installment Plan”), you acknowledge that your Installment Plan has an initial and recurring payment feature, and concerning an Installment Plan you accept responsibility for and authorize all recurring Installment Plan charges as set forth in the applicable installment payment schedule described at the time of purchase. If you elect to pay for a service, product, or registration via an Installment Plan, you acknowledge and agree that you will maintain a valid payment method on file at all times (either Credit Card, Debit Card, or ACH) and you authorize TRYSQUAAD to charge the applicable fees for the agreed upon purchase amount and authorize us to save your payment information to file for any related recurring transactions as described at the time of purchase.

To request to cancel an Installment Plan, you must contact your Organization directly and your Organization must approve your request. Any requests to cancel an Installment Plan submitted to TRYSQUAAD's customer support will be forwarded to your Organization for approval. All cancellation requests related to an Installment Plan are subject to your Organization's refund and/or cancellation policies.

## **7. Mobile Software.**

A. We may make available software and/or the App to access the Services via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. TRYSQUAAD 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. TRYSQUAAD hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one TRYSQUAAD 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 We 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 these Terms of Use 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 the use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and TRYSQUAAD or its third-party partners or suppliers retain all rights, 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 these Terms of Use, is void. TRYSQUAAD reserves all rights not expressly granted under these Terms of Use.

- B. Mobile Software from Apple App Store.** The following applies to any Mobile Software you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that these Terms of Use are solely between you and TRYSQUAAD, not Apple, Inc. ("Apple"), and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-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 concerning the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever concerning the Apple-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 these Terms of Use and any law applicable to TRYSQUAAD 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 Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-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 these Terms of Use and any law applicable to TRYSQUAAD as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, TRYSQUAAD, 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 these Terms of Use. You and TRYSQUAAD acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these

Terms of Use as relates to your license of the Apple-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 App Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and TRYSQUAAD 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) TRYSQUAAD, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you concerning Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Use as it relates to Google-Sourced Software of TRYSQUAAD.

## 8. TEXT MESSAGING.

- A. **Consent to Send Text Messages.** TRYSQUAAD may (but is not obligated) to provide functionality to help Authorized Representatives communicate with other users by text message notification. Only Authorized Representatives may send text message notifications to users of the Services within their own Organization. Authorized Users are not permitted to send text messages to any user with whom they do not have an Organizational relationship and from whom they have not received explicit consent to send such messages. All messages must be related to sports and the applicable Organization, and may not consist of marketing messages.
- B. **Consent to Receive Messages.** From time to time, Authorized Representatives may wish to send you one or more text messages. By signing up for the Services and providing your mobile number for purposes of receiving text notifications, you agree to receive text messages from your Organization via the Services.
- C. You may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.
- D. **Consent to Receive Messages from TRYSQUAAD or its Vendors on Behalf of Your Organization.** By agreeing to receive text message notifications, you also consent to the use of an electronic record to document your agreement. To stop receiving text

messages from the text message notification service, text STOP to the short code provided in the text messages that you no longer wish to receive, or disable text notifications via your Site account. To view and retain a copy of this disclosure or any information regarding your enrollment to receive text messages, 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 our text message service, you are agreeing to our Terms of Use including these SMS text message terms. Consistent with applicable law, appropriately aged visitors may from time to time have the opportunity to register for special programs, services, and information offered by your Organization and 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 service; 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, on behalf of your Organization, 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 Use. 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 the TRYSQUAAD text message service, 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. 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 the content of any SMS message sent by your Organization or 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 Notice 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.

## **9. ELECTRONIC SIGNATURE PLATFORM.**

- A. TRYSQUAAD' Electronic Signature Platform provides electronic signature services including online display, delivery, acknowledgement, electronic signature, and storage services for eDocuments via the Internet, this service is referred to as the "eSignature Platform". Subject to these Terms of Use, you may use the eSignature Platform to deliver, electronically sign, and store, as applicable, eDocuments. You must be 18 years of age, or the legal age of majority to form a binding contract in your state of residence, to use the eSignature Platform. Your right to use the eSignature Platform is limited to your personal use, and you agree not to resell the use of the eSignature Platform.
- B. Your use of the eSignature Platform is subject to your acknowledgement and agreement that: (i) nothing in these Terms of Use or under the eSignature Platform will be construed to make TRYSQUAAD a party to any contract, and TRYSQUAAD makes no representation or warranty regarding the transactions sought to be effected by any eDocument; (ii) TRYSQUAAD maintains no control of the contents of any eDocument and the content, quality, and format of any eDocument is completely within your exclusive control and is your responsibility; (iii) TRYSQUAAD assumes no liability or responsibility for a party's failure or inability to electronically sign any eDocument within a period of time or at all; (iv) by using the eSignature Platform, you are giving TRYSQUAAD an irrevocable, perpetual license to use the name and email addresses that you provide to us via the Site, subject to the Privacy Notice; (v) you are solely responsible for ensuring that your use of the eSignature Platform for any transaction complies with all applicable laws, including electronic signature law; (vi) TRYSQUAAD assumes no responsibility to determine whether any particular transaction involves a consumer, nor does TRYSQUAAD have any responsibility: (a) to furnish or obtain any such consents or to determine if any such consents have been withdrawn; (b) to provide any information or disclosures in connection with any attempt to obtain any such consents; (c) to provide legal review of, or to update or correct any information or disclosures previously given; (d) to provide any such copies or access except as expressly provided herein, consumer or otherwise; or

(e) otherwise to comply with any such special requirements; (vii) certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures; additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records, and TRYSQUAAD assumes no responsibility to determine whether any particular eDocument is an exception to applicable electronic signature laws or whether it is subject to any particular agency promulgations and whether it can be legally formed by electronic signatures; and (viii) You are solely responsible for making available to third parties (including parties to your eDocuments) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time.

- C. **Local Laws.** The use of the eSignature Platform may be governed by the laws of different states, countries, or regions, and you agree to abide by such local laws. You agree that your use of any electronic signatures will be as valid as any manual signatures if authorized by local law, and you will ensure that your use of electronic signatures is in conformance with local laws and regulations.

## **10. INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless TRYSQUAAD and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors (collectively, the "TRYSQUAAD Related Parties"), 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: (A) your use of and access to the Services, including any data or content transmitted or received by you; (B) your violation of any term of these Terms of Use, including without limitation your breach of any of the representations and warranties above; (C) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (D) your violation of any applicable law, rule or regulation; (E) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (F) your willful misconduct; or (G) any other party's access and use of the Services with your unique username, password or other appropriate security code

## **11. NO WARRANTY.**

THE SITE, THE SERVICES, AND THE CONTENT THEREON ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRYSQUAAD OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TRYSQUAAD, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES 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 SERVICES.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet and/or the Services. The Services may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Services may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of TRYSQUAAD, access to the Services may be interrupted, suspended, or terminated from time to time. In particular, and not in limitation of the foregoing, TRYSQUAAD 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 TRYSQUAAD SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION, OR TERMINATION

OF THE SERVICES AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE SERVICES.

TRYSQUAAD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TRYSQUAAD SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TRYSQUAAD 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 THAT VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **12. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRYSQUAAD, ITS AFFILIATES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS OR LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, OR ANY SITE LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SERVICES OR ITEMS OBTAINED THROUGH THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. UNDER NO CIRCUMSTANCES WILL TRYSQUAAD, OR THE TRYSQUAAD RELATED PARTIES, 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, TRYSQUAAD ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A.) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B.) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (C.) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D.) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (E.) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (F.) 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 SERVICES; AND/OR (G.) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TRYSQUAAD, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS (INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS), IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TRYSQUAAD HEREUNDER OR \$5.00, 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 TRYSQUAAD 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 THAT 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.

If you are a California resident, you represent that you are familiar with Section 1542 of the California Civil Code and you hereby waive and relinquish any right and benefit to which you may have under Section 1542 to the full extent that you may lawfully do so in connection with the subject matter hereof. Section 1542 states:

**GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The Services are controlled and operated from facilities in the United States. TRYSQUAAD makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services 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 Services 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 Services are solely directed to individuals, companies, or other entities located in the United States or Canada.

### **13. DISPUTE RESOLUTION; BINDING ARBITRATION.**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND US FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND US AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. YOU AND WE ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR

REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

- A. Arbitration Procedure.** For any dispute or claim that you have against us, that we have against you, or that you have, or we have, in each case arising from, relating to, or stemming from these Terms of Use, the Site, or the Services, or any aspect of the relationship between you and we as relates to these Terms of Use, the Site, or the Services, including any privacy or data security claims, (collectively, “Claims”, and each a “Claim”), you and we agree to attempt to first resolve the Claim informally via the following process:
- I. If you assert a Claim against us, you will first contact us by sending a written notice of your Claim (“Claimant Notice”) to us by certified mail addressed to BRINNEX LLC, Attn: Legal Department, 5300 NW 77<sup>th</sup> Court Doral, FL 33166 with a courtesy copy by email to INFO@TRYSQUAAD.com. The Claimant Notice must (i) include your name, residence address, email address, and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.
  - II. If we assert a Claim against you, we will first contact you by sending a written notice of our Claim (“TRYSQUAAD Notice”, and each of a Claimant Notice and TRYSQUAAD Notice, a “Notice”) to you via email to the primary email address associated with your account. The TRYSQUAAD Notice must (i) include the name of our contact and the contact’s email address, residence address (if collected), and telephone number (if collected); (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.
  - III. If you and we cannot reach an agreement to resolve the Claim within thirty (30) days after you or we receive such a Notice, then either party may submit the Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or we first send the applicable Notice so that the parties can engage in this informal dispute-resolution process.
- B.** Except for individual disputes that qualify for small claims court and any disputes exclusively related to the intellectual property or Intellectual Property Rights of you or we, including any disputes in which you or we seek injunctive or other equitable relief for the alleged unlawful use of your or our intellectual property

- or other infringement of your or our Intellectual Property Rights (“IP Claims”), all Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including Claims that are not related to intellectual property or Intellectual Property Rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 12. A. will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to the interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.
- C.** These Terms of Use affect interstate commerce, the enforceability of this Section 12 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, to the extent permitted by law.
- D.** All Claims must be submitted to the American Arbitration Association (“AAA”) and will be resolved through binding arbitration before one arbitrator. The arbitrator shall apply the law of the State of Florida, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment, and entered in any court of competent jurisdiction. If you are a consumer, the then-current version of the AAA’s Consumer Arbitration Rules will apply, which are available on the AAA’s website ([adr.org](http://adr.org)), as amended by these Terms of Use as follows:
- I.** YOU AND WE AGREE THAT ANY ARBITRATION UNDER THESE TERMS OF USE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND WE ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.
- II.** For any arbitration you initiate, you will pay the consumer filing fee, and we will pay the remaining AAA fees and costs. For any arbitration initiated by us against a consumer, we will pay all AAA fees and costs.

- III. For all arbitrations where the claims asserted are \$25,000.00 or less, the arbitration shall be resolved according to the AAA's Procedures for the Resolution of Disputes through Document Submission, and for all other arbitrations the following procedure will apply: (a) any in-person appearances will be held, if possible, in Miami, Florida; (b) if Miami, Florida is inconvenient (i.e., beyond the due consideration of either party's ability to travel and other pertinent circumstances), then any in-person appearance will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; and (c) if the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator.
  - IV. If you or we submit a dispute to arbitration and the arbitrator orders any exchange of information, you and we agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and we agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.
  - V. The arbitrator's decision will follow these Terms of Use and will be final and binding. The arbitrator will have the authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.
- E. One Year to Assert Claims.** To the extent permitted by law, any Claim by you or us relating in any way to these Terms of Use, the Site, or the Services, or any aspect of the relationship between you and us as relates to these Terms of Use, the Site, or the Services, must be filed within one year after such Claim arises; otherwise, the Claim is permanently barred, which means that you and we will not have the right to assert the Claim.

**F. Right to Opt Out.** You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms of Use by providing us with notice of your decision to opt out via email at INFO@TRYSQUAAD.com or by certified mail addressed to BRINNEX LLC, Attn: Legal Department, 2051 NW 112 AV. SUITE 114, MIAMI, FL 33172. To be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 13.

**G. Severability.** If any portion of this Section 12 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms of Use; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 12 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 12; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 12 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 12 will be enforceable.

**H. Foreign Complaint.** Notwithstanding anything to the contrary in the Terms of Use, if you reside in any country outside of the United States, you may bring legal proceedings regarding the Terms of Use either by following the arbitration procedure detailed above in Section 12 of the Terms of Use or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

## **14. GOVERNING LAW.**

Any action not required to be arbitrated in accordance with Section 12 of these Terms of Use shall be governed by and construed in accordance with the laws of the State

of Florida, U.S.A., without reference to conflicts of laws provisions and, as to matters affecting copyrights, trademarks, and patents, by U.S. federal law. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any such suit, action, or proceeding. Any dispute arising from or related to these Terms of Use, your use of the Site, the Services, or any aspect of the relationship between you and us as relates to these Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed within the State of Florida, without resort to its conflict of law provisions and regardless of where you access the Sites. You agree that service of process upon you in any such action may be made if delivered in person, by courier service, by telegram, by facsimile, or by first class mail, and shall be deemed effectively given upon receipt.

## **15. SECURITY.**

We care 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.

## **16. PRIVACY.**

Refer to our Privacy Notice to understand how We collect, use, and disclose your personal information.

## **17. INTERACTION DATA.**

You acknowledge and agree that subject to applicable laws, 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, pertaining to your access and use of our Services, for the purpose of providing, operating, analyzing, and improving our Services or offering or enabling other services (the "Interaction Data"). Except as otherwise expressly set forth herein, TRYSQUAAD shall own any Interaction Data; and may aggregate and use Interaction Data as necessary, including in the performance of its obligations.

## **18. 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 Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

## **19. THIRD-PARTY LINKS AND INFORMATION.**

The Services may contain links to third-party materials that are not owned or controlled by TRYSQUAAD. TRYSQUAAD 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 Services 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 these Terms of Use and Privacy Notice do not apply to your use of such sites. You expressly relieve Us from all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other users.

## **20. ASSIGNMENT.**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred, or assigned by you but may be assigned by TRYSQUAAD without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## **21. ENTIRE AGREEMENT/SEVERABILITY.**

If any provision of these Terms of Use is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of these Terms of Use shall continue in full force and effect.

## **22. NO WAIVER.**

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and TRYSQUAAD's failure to assert any right

or provision under these Terms of Use shall not constitute a waiver of such right or provision.

## **23.SURVIVAL.**

The provisions of these Terms of Use which by their nature should survive the termination of the Terms of Use shall survive such termination, including but not limited to the restrictions, disclaimers, limitations, our rights to use submitted User Content, and rules regarding dispute resolution.

## **24.NOTICES.**

By using the Services, you agree to receive certain communications in connection with the Services. The communications between you and TRYSQUAAD use electronic means, whether you use the Services or send us emails, or whether TRYSQUAAD posts notices on the Services or communicates with you via email. For contractual purposes, you (A) consent to receive communications from TRYSQUAAD in an electronic form; and (B) agree that all terms of use, agreements, notices, disclosures, and other communications that TRYSQUAAD provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be a hardcopy in writing. The foregoing does not affect your non-waivable rights. TRYSQUAAD 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.

All notices required by these Terms of Use shall be in writing and shall be sent by us via your email address of record; and notice shall be effective on the date it is officially recorded as being transmitted.

For questions regarding these **Terms of Use**, please contact [INFO@TRYSQUAAD.com](mailto:INFO@TRYSQUAAD.com).

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