

## **TERMS OF SERVICE**

### **ACCEPTANCE OF TERMS OF USE**

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### **ACCOUNT REGISTRATION**

Certain portions of the Site may be subject to registration, processing and fees and/or subject to additional terms of service. Any User may choose to also become a user as a coach, player, parent, official or commissioner. Coaches, commissioners, athletes may purchase a membership. Parents/guardians with athletes under 18 years of age may purchase a membership on the youth athlete's behalf. You are responsible for promptly paying any fees associated with registration to ensure your right to access the applicable portions of the Site and/or the applicable Services. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. If your account manages a membership for an athlete under 18 as their parent or guardian, you are also responsible for any and all of the actions listed above. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or membership or deny access to the Site for any reason. You are solely responsible for providing any hardware, systems and software programs needed to access the Site, and for any associated fees, charges and expenses. For example, you are required to obtain at your own cost a compatible personal computer, smart phone, tablet or other device, an Internet access plan from a service provider and a valid email address. By using the Site, you acknowledge that location-based services may be used, however your consent will always be obtained prior to using such location data.

### **LIMITED LICENSE**

Everything that you read or see on the Site is copyrighted or otherwise protected and owned by USAFB or a third party who licensed or granted to USAFB the right to use such material. Unless otherwise expressly noted, nothing that you read or see on the Site may be copied or used except as provided in this Agreement or with the prior written approval of USAFB.

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- remove any copyright, trademark or other proprietary notations from the materials;
- modify, adapt, translate, or reverse engineer any portion of the Site;
- attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means;
- use the Site or any feature in any way that could disrupt, damage, disable, overburden, or impair it or its systems, servers, or networks;
- violate, infringe, or misappropriate the intellectual property, publicity, privacy, or other proprietary rights of USAFB, its affiliates, or any other person or entity; or

- transfer the materials to another person or "mirror" the materials on any other server.

This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

We make no warranties or representations to you that your use of any materials displayed on the Site will not infringe the rights of third parties.

### **THIRD PARTY WEB SITES**

USAFB may provide links and pointers to Internet sites maintained by others ("third party sites"). USAFB has not reviewed all of the third-party sites linked to the Site and is not responsible for the content of or any products or services offered in such third-party sites. USAFB takes no responsibility for your dealings with, including any on-line or other purchases from, any third-party sites. USAFB shall not be liable for any loss or damage incurred by you in your dealings with third party sites.

### **USER CONTENT**

USAFB may provide interactive areas on the Site in which you may post communications or otherwise publicly share information with other users. All information (including your member name or user name), data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not USAFB, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Site. USAFB does not control the Content posted via the Site and, as such, does not guarantee the accuracy, integrity or quality of such Content. By using the Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will USAFB be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Site. The internet has no geographical boundaries, and you therefore shall comply with all local rules regarding online conduct and acceptable Content. Specifically, you shall comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

USAFB does not claim ownership of any Content submitted and/or posted by you on the Site. However, by submitting and/or posting any Content to the Site, you grant us a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also permit any other Site user/subscriber to access, display, view, store and reproduce such content for personal use.

In consideration of being allowed to use the interactive areas and the Site, you agree not to: impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of USAFB; use an inappropriate member name of any kind; target or harm minors in anyway; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation; upload, post, email, 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; disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including,

without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; "stalk" or otherwise harass another; accessing, or attempting to access, the accounts or memberships of others, or to penetrate, or attempt to penetrate, security measures of USAFB's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; infringement of intellectual property rights or other proprietary rights including, but not limited to, material protected by copyright, trademark, patent, trade secret, or other proprietary rights of any third party; and/or collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

The foregoing actions shall constitute a material breach of this Agreement. USAFB reserves the right to delete any Content, postings or member names that violate the above terms and will cooperate fully with any law enforcement officials and/or agencies in the investigation of any violator or violators, up to and including complete and immediate termination of your registration, membership and/or accounts with USAFB. USAFB and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Site. Without limiting the foregoing, USAFB and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you may not rely on any Content created by USAFB or submitted to USAFB, including without limitation information in any message boards on the Site and in all other parts of the Site.

USAFB may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of USAFB, its users and the public.

## **SUBMITTED INFORMATION**

If you submit any information to us, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, recipes, or other information, you are giving that information, and all your rights in it, to USAFB free of charge, and that information will be treated as non-confidential and non-proprietary and may be used by USAFB for any purpose, without your consent or any compensation to you or anyone else. This is true whether you submit such information to us by e-mail, through a form on the Site, on a bulletin board, or in any other manner.

Through your usage of the Site, you may submit and/or USAFB may gather certain limited information about you and your web site usage. USAFB is free to use such information for any purpose it deems appropriate, including marketing purposes.

Further, you understand and acknowledge that USAFB may use software designed to provide us insight into your interaction with the Site. Your use of the Site permits USAFB to use such software and any insights it gains from your interactions and USAFB may use those insights freely. To the extent the use of any such software would result in the capture of sensitive personal information, such as credit card information, that information shall be redacted so as not to be accessed by USAFB by through the use of such software.

## **DIGITAL MILLENNIUM COPYRIGHT ACT TAKEDOWN PROCEDURES**

We respect the intellectual property of others, and we ask our content partners and users to do the same. Under the Digital Millennium Copyright Act of 1998 (the "DMCA") if you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. If you as the owner or agent of a copyright believe there is infringing media

on our website, please send your notice under the DMCA to [abuse@usafootball.com](mailto:abuse@usafootball.com) with the following statement and information:

- By sending an email to the above-mentioned address I state that:
  - I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
  - This notification is accurate;
  - Under penalty of perjury, I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - I acknowledge that under Section 512(f) of the DMCA any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages; and
  - I understand that abuse of this complaint procedure may result in termination of my USA Football or other affiliated accounts.
- URL of the infringing content
- Copyright Owner Name (Company or Individual)
- Your Full Legal Name (First and Last, not a company name)
- Your Title/Job Position (What is your authority to make this complaint?)
- Street Address
- City
- State/Province
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- Country
- Phone number
- Email

#### **INFORMATION, NEWS, AND PRESS RELEASES**

The Site may contain information, news and/or press releases about USAFB and/or organizations who work with USAFB. While this information is believed to be accurate as of the date it was prepared, USAFB and its partners disclaim any duty or obligation to update such information.

#### **RULES FOR SWEEPSTAKES, CONTESTS, AND GAMES**

In addition to these Terms, sweepstakes, contests, games or other promotions (collectively, "Promotions") made available through the Site may have specific rules that are different from these Terms. By participating in a Promotion, you will become subject to those rules. We urge you to review the rules before you participate in a Promotion. Promotion rules will control over any conflict with these Terms.

#### **MOBILE DEVICE APPLICATION**

If you install or use any of our mobile applications, software and services, including any accompanying documentation (collectively, "App"), we grant you a limited right to install and use the App on a single authorized device located in the United States and its territories or in another country where we may offer the App, if applicable. You may use the App for your personal, non-commercial, educational and entertainment purposes only. We do not grant you any rights to any related documentation, support, upgrades, maintenance or other enhancements to the App. We will not provide you with any device, internet access or wireless connection to use the App. We are not responsible for any interaction between you and another App user, or information you transmit through the App (including your location). If you access the App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and their subsidiaries, respectively, shall be a third-party beneficiary to this contract and you agree that these third-party beneficiaries have the right to enforce this Agreement and its Terms against you. However, these third-party beneficiaries are not a party to this Agreement and are not responsible for the provision or support of the App. You agree that your access to the App also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. The App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances, updates and/or new versions may reduce or remove features and functionality in prior versions of the App.

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USAFB AND ITS PARTNERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DO USAFB OR ITS PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED

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#### **LIMITATION OF LIABILITY**

USAFB SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR AND/OR YOUR ADMINISTRATOR'S RELIANCE ON OR USE OF THE SERVICES OR ANY COMPONENTS THEREOF INCLUDING WITHOUT LIMITATION ALL COACHING EDUCATION, TRAINING, CERTIFICATION, AND SIMILAR MATERIALS, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; THE USE OF THE SERVICES BY YOU OR A THIRD-PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD-PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF THE SERVICES (OR ANY COMPONENTS) OR THE INTERNET. THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF USAFB, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST USAFB IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO YOU.

#### **INDEMNITY**

You shall indemnify, defend and hold USAFB, and its subsidiaries, affiliates and their respective officers, directors, employees and agents and co-branders or other partners harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that USAFB may sustain or incur by reason of (i) any breach or alleged breach of any term or condition of this Agreement or incorporated agreements arising from your use of the Site and any of the Services or information offered thereon including, without limitation, (1) your dissemination of any information on the Site, (2) due to or arising out of content you submit, post, transmit or make available through the Site, (3) your violation of this Agreement, and/or (4) if on behalf of an organization, that organization's operations including without limitation all football-related operations, and/or (ii) your violation of any rights of another.

#### **UNITED STATES ONLY**

The Site is governed by and operated in accordance with US law. If you are located outside of the US, you use the Site at your own risk. Your Information will be transferred to and processed in the United States where our central

databases operate. By using the Site, you acknowledge that the data protection and other laws of other countries, such as the United States, may provide a less comprehensive or protective standard of protection than those in your country, and consent to your information being collected, processed and transferred as set forth in the Privacy Policy and U.S. law.

#### **TRADEMARKS, TRADE NAMES, AND SERVICE MARKS**

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#### **MODIFICATION AND TERMINATION OF THIS AGREEMENT**

USAFB may modify this Agreement at any time without notice to you. USAFB may terminate this agreement, terminate your access to all or part of the Site, or suspend any user's access to all or part of the Site, at any time, without notice to you, if it believes, in its sole judgment, that you have breached or may breach any term or condition of this agreement, or for its convenience. You may terminate this agreement at any time by destroying all materials received from the Site and ceasing to use the Site.

#### **LIMITS AND MODIFICATIONS**

USAFB may establish, without notice, limits on the use of the Site, including the maximum number of times Users may post to or participate in the on-line communities, or to the number of times Users may access the Site. USAFB reserves the right to modify any and all portions of the Site without notice. Under no circumstances shall USAFB be liable to User or any other party for such limits or modifications.

#### **TERMINATION**

USAFB may terminate your access to the Services, your account, your password, or this Agreement for cause or no cause, with or without written notice to you. Upon termination, you will have no right to use the Services or access any stored content on the Services (and any such content will be forfeited).

For any of the Services for which your billing occurs on a recurring basis, you may cancel billing for your use of any of the Services at any time by calling USAFB or by using any other means that USAFB has made available for account termination, provided that you remain liable for any fees to which you have committed at the time of registration. If you are dissatisfied with this Agreement or any terms, policies, or practices of USAFB in operating the Services, any content available through the Services, or any changes to the Agreement or Service, your sole recourse is to cancel your account properly and pay any cancellation fees that apply. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received.

If your account is terminated or cancelled by USAFB or by you, any unread email sent prior to termination (or deletion of your account) and all files stored on USAFB servers may be deleted by USAFB.

#### **NOTICE**

Notices may be posted to the USAFB web site or e-mailed to Users using the e-mail address Users submitted during the registration process. Any party seeking to report any other potential violations of their rights or of this Agreement or otherwise may contact USAFB via email at [abuse@usafootball.com](mailto:abuse@usafootball.com).

#### **JURISDICTION**

This Agreement shall be governed by the laws of the State of Indiana. User shall submit to the personal and exclusive jurisdiction of the state and federal courts located within Marion County, Indiana or the City of Indianapolis in the State of Indiana.

#### **MISCELLANEOUS**

This Agreement and USAFB's other agreements and policies posted on the Site constitute the entire agreement between you and USAFB with respect to your use of the Services and use of the Site. USAFB may revise, amend, or modify the Agreement at any time and in any manner. Notice of any revision, amendment, or modification will be posted on the Site and/or on your start pages and/or by email and/or in our various publications and mailings to you. You may agree to other terms and conditions by virtue of offers made to you by virtue of your status as a customer,

by communicating with advertisers or by access to certain services offered in and through the site. The failure of USAFB to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired. Any claim arising under the terms of this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

You may not assign your rights or delegate any of your duties under this Agreement. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. USAFB may subcontract any work, obligations or other performance required of USAFB under this Agreement without your consent.

The failure of either you or USAFB to insist upon or enforce strict performance by the other of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and USAFB nor trade practice will act to modify any provision of the Agreement.

## **VIOLATIONS**

Any party seeking to report any other known or suspected violations of this Agreement or otherwise may contact USAFB via email at [abuse@usafootball.com](mailto:abuse@usafootball.com). You can reach us by posted mail at:

USA Football, Inc.  
Attn: General Counsel  
45 N Pennsylvania Street, Suite 800  
Indianapolis, IN 46204

## **EFFECTIVE**

This Policy was last modified on January 11, 2023.