## **New Subscription Quote**



Quote Number: Q042870

Name: Quote for Boone County High School

- Club & League Ultra Valid Until: 10/31/2021 TeamSnap.com 2040 14th St. 1st Floor

Boulder, Colorado 80302

Bill To	Sold To
Boone County High School Erica Scalia , Michigan 41042 United States	Boone County High School Erica Scalia , Michigan 41042 United States
Start Date: 09/23/2021 Initial Term: 12 Renewal Term: 12 Auto Renew: Yes	Billing Method: Email Payment Method: Check Payment Term: Net 30 Currency: USD

RATE PLAN	CHARGE		QUANTITY	EFFE	CTIVE PRICE	TOTAL
Ultra Plan - Annual Price	Ultra Plan - Annual Price		750	2,099.00		2,099.00
SPECIAL TERMS & NOTES  Sales Contact: Andrew Casalegno 12				Subtotal: Discount: Tax:	\$2,099.00 \$0.00 \$0.00	
andrew.casalegno@teamsnap.com (408) 471-2611  No refur total am the addi days of		ds or cancellations. The bunt will be due via check to ess listed below within 30 signature. The start date will the date of signature when		TOTAL:	\$2,099.00	

STEP 1: SIGN BELOW FOR APPROVAL	
SIGNATURE:	DATE:
STEP 2: SUBMITTING PAYMENT BY MAIL	
Please remit payment to TeamSnap	
TeamSnap	
2040 14 <sup>th</sup> St	
1st Floor	
Boulder, CO 80302	
Unless otherwise stated in the Invoice, invoiced charges are due and accurate billing and contact information in TeamSnap.	upon receipt. You are responsible for maintaining complete

The following terms and conditions ("Terms of Service") govern your access to, and use of, the TeamSnap.com website (the "Service") operated by TeamSnap, Inc. ("TeamSnap").

By clicking on the "I Agree" checkbox or by providing e-signature of received electronic Terms of Service or by accessing, browsing, or otherwise using the site, you agree to be bound by this terms of service and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to this terms of service or any changes, do not access or otherwise continue to use this site.

## **Other Applicable Terms**

Privacy. Refer to <u>TeamSnap's Privacy Policy</u> to understand how TeamSnap collects, uses and discloses your personal information. The Service is not directed to, and not intended for the use of, children under the age of 13. If you are under the age of 13, please do not register or submit any personal information to the Service.

Conduct Policy. You agree to the terms of <u>TeamSnap's Conduct Policy</u> related to your use of the Service, including your submission of any data, text, photographs, graphics, messages, ratings, forum postings, comments or other materials (collectively, "User Content"). The Conduct Policy is located at the end of, and is a part of, this Terms of Service.

TeamSnap Payments Service: Unless otherwise clearly stated, TeamSnap payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to the Terms of Service or continuing to utilize TeamSnap for payment processing services, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TeamSnap enabling payment processing services through Stripe, you agree to provide TeamSnap accurate and complete information about you and your business, and you authorize TeamSnap to share with Stripe such information and transaction information related to your use of the payment processing services provided by Stripe.

TeamSnap Payments Service Acceptable Use Policy: You are independently responsible for complying with all applicable laws in all of your actions related to your use of TeamSnap's Payment service, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

## **Fees and Payment**

Fees. You agree to pay all fees specified as specified in your invoiced billing plan hereunder for TeamSnap as set forth in such Invoice. Except as otherwise specified herein or in an Invoice, (i) fees are quoted and payable in United States dollars (ii) fees are based on TeamSnap services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Invoice. Subscription fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof, as set forth in the Invoice; therefore, fees for subscriptions added in the middle of a period will be charged for that full period

Invoicing and Payment. You will provide TeamSnap with valid and updated credit card or bank account information, or make payment via check. If You provide credit card or bank account information to Us, You authorize Us to charge such credit card or bank account for all TeamSnap services listed in the Invoice for the initial subscription term and any renewal subscription term(s) as set forth in Section 1.1 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Invoice. If the Invoice specifies that payment will be by a method other than a credit card or bank account, We will invoice You in advance and otherwise in accordance with the relevant Invoice. Unless otherwise stated in the Invoice, invoiced charges are due upon receipt. You are responsible for maintaining complete and accurate billing and contact information in TeamSnap.

Section 1.1 Term of User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Invoice and continue for the subscription term specified therein. Except as otherwise specified in the applicable Invoice, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at the list price in effect at the time of renewal unless You give Us written notice of termination at least thirty (30) days prior to the end of the relevant subscription Term.

Suspension of TeamSnap Service and Acceleration. If any amount owing by You under this or any other agreement for TeamSnap services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Your use of the TeamSnap services until such amounts are paid in full.

**Payment Disputes.** We shall not exercise Our rights under (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute immediately.

Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial,

federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## **Limited Liability**

In no event shall we be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with: (A) the use of or inability to use this site or the materials therein including as a result of any (I) Termination or suspension of this agreement of your use of or access to the service offerings, (II) Our discontinuation of any or all of the service offerings, or, (III) Any unanticipated or unscheduled downtime of all or a portion of the services for any reason, including as a result of power outages, system failures, or other interruptions (B) The cost of procurement of substitute goods or services; (C) Any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the service offerings; or (D) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, our and our affiliates' aggregate liability under this agreement will be limited to the amount you actually pay us under this agreement for the service that gave rise to the claim during the 12-months preceding the claim.