

DATE:

July 15, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions between sportsYou and the Kenton County School District.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

sportsYou provides a free, secure, and safe platform that schools can utilize as a traceable communication system with students. sportsYou prioritizes data security that adheres to school safety standards. This platform features real time messaging, team announcements, and scheduling that will streamline communication for all.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approve the contract and conditions between sportsYou and the Kenton County School District.

CONTACT PERSON:

Matt Wilhoite


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Kenton County School District | *It's about ALL kids*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

sportsYou

Vendor Name

32 Frost Mill Road, Mill Neck New York 11765

Vendor Address

516-695-0485

Vendor Telephone

brad@sportsyou.com

Vendor Email Address

Bradford Matthews

Signature by Vendor's Authorized Representative

Bradford Matthews

Print Name

7/14/2025

Date



Statement of Rights and Responsibilities

Terms of Use

When you access or use our Service (defined below), you are entering into a legal agreement and you agree to and are governed by all of these User Terms of Use (the "Terms of Use"). You also agree to the MMR privacy policy ("[Privacy Policy](#)"), which covers how we collect, use, share, and store your personal information. The relationship between MMR and your Organization (as defined in the Organization Terms) is governed by the Organization Terms of Service ("[Organization Terms](#)"), however, some of the definitions used herein are defined in the Organization Terms, as referenced below. The Organization Terms are incorporated herein by reference.

You agree that by clicking "Join Now" "Join sportsYou," "Sign Up," "Register" or similar buttons, registering or opening an account with MMR, accessing or using our Services you are entering into a legally binding agreement with us (even if you are using our Services on behalf of a company, Team (as defined by the Organization Terms), league or school). Also, by clicking on any of these buttons, or registering or opening an account with MMR, accessing or using our Services you will be acknowledging that you have read, understand and agree to our [Privacy Policy](#).

If you are a competitor to MMR or are developing a competing service, you are not authorized to access or otherwise use the Services or access Content or Video Content or make any User Submissions.

- 1. Your Acceptance of Terms of Use.** The website [www.sportsyou.com](https://sportsyou.com) along with any online service location or hyperlink on any electronic document or material that posts a link to these Terms of Use (collectively, the "Site") is provided by MMR Digital, LLC d/b/a sportsYou ("**MMR**"). Throughout these terms and conditions of use, the words "**we**," "**us**," and "**our**" refer to MMR and its corporate affiliates, and the words "you" and "your" or "User" refer to the User visiting and using the Site and/or contributing content on the Site and/or accessing or using any Services. These Terms of Use set forth the legally binding terms for your access and use of the Site (including both mobile and online versions), MMR's sports team communication and management platform, video uploading, editing and viewing software and platform, Installed Software (as defined in the Organization Terms), all websites, all mobile applications, and any other technological means to access and use MMR's platform and Services, and any improvements, updates, fixes, or version

upgrades, features, widgets, plug-ins, applications, content downloads and/or other services that (i) we own and control and make available through the Site, MMR's sports team communication and management platform, video uploading, editing and viewing software and platform, Installed Software or by other means, or (ii) that post a link to these Terms of Use (collectively with the Site, MMR's sports team communication and management platform, video uploading, editing and viewing software and platform, Installed Software, and the foregoing mentioned services, the "**Services**"). It applies regardless of how you access or use the Services, whether via personal, school or institutional computers or networks, mobile devices or otherwise. By accessing or using the Services in any manner, you signify your and your student's, player's, child's or teenager's agreement to: (i) these Terms of Use; (ii) the Privacy Policy; and (iii) any other legal notices, usage rules, conditions or guidelines located within the Site. If you do not agree to any of these Terms of Use or the Privacy Policy, please do not use the Services and exit now. If you wish to have an account and become a registered user of the Services, communicate with other authorized with administrative privileges (including a Page Administrator or Video Administrator) ("**Administrators**"), or Team or school members who are Users, and make use of certain Services or features on the Services, you must read these Terms of Use and indicate your acceptance of them during the registration process. You are entirely responsible for maintaining the confidentiality of your password and agree not to use the account, username, or password of another User at any time or disclose your password to a third party.

The business realities associated with operating the Services are such that, without the limitations that are set forth in these Terms of Use (e.g., your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes) we would not make the Services available to you.

2. **Important Legal Information About Privacy.** The terms and conditions of MMR's Privacy Policy, which is available at <http://www.sportsyou.com/legal/privacy.html>, apply to your use of the Services, form an integral part of your agreement with us, and are incorporated by reference into these Terms of Use. You should read and understand the Privacy Policy carefully before you use our Services because by using the Services you will be agreeing to everything in these Terms of Use, including the terms and provisions contained in our Privacy Policy. You should review the Privacy Policy from time to time to see if and how it may have changed. We reserve the right to change the Privacy Policy from time to time without advance notice to you. We may post or display notices of changes to the Privacy Policy on the Site or may notify you of such changes.
3. **Modification to These Terms of Use and Our Site.** We may add to, update, delete from or modify the Services at any time in our sole discretion. We reserve the right, at any time and from time to time, for any reason and in our sole discretion, to

change the Terms of Use. We may post or display notices of changes to the Terms of Use or Services on the Site or may notify you of such changes. However, once posted, any changes to the Terms of Use become effective immediately. If any change that we make is not acceptable to you, promptly stop using the Services. Any use by you of the Services after any changes to our Terms of Use become effective will signify your agreement to be bound by those changes. You should check back regularly and review these Terms of Use so that you are aware of the most current rights and obligations which apply to your agreement and Services with us. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits to you.

4. **MMR Service; Site.**

- 4.1. These Terms of Use apply to all users of the Services, including users who are also administrators, have administrative privileges or are registered members of a particular portion of the Site or Services. The Site includes all aspects of and pages within www.sportsyou.com or any mobile application. The Content (defined below) is provided as a courtesy to our users and is intended for general, informational and educational purposes only. All information from this Site is subject to change without notice. MMR permits you to access and use the Content and Services for personal, non-commercial purposes only. You may not, however, copy any of the Content onto your own web server or other applications for any reason without our prior written permission in each instance.
- 4.2. The Site or Services may contain links to third-party web sites that are not owned or controlled by MMR. Some of these may be provided by MMR or other Users. MMR has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party web sites. In addition, MMR is unable and unwilling to censor or edit the content of any third-party web site. Accordingly, we encourage you, when you leave the Site, to read the terms and conditions and privacy policy of each web site or mobile application that you visit. If you decide to access any other sites or mobile applications linked to our Site, you do so entirely at your own risk. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY SITES YOU MAY VISIT, INCLUDING, WITHOUT LIMITATION ANY TEAM, SCHOOL, LEAGUE OR OTHER SITES.
- 4.3. MMR encourages you to carefully choose the information you upload or post on the Site and provide to others since any User Submissions (defined below) may be accessible and viewable by other Users, Administrators, persons with administrative privileges and by other registered Users of the Site. You are strictly prohibited from uploading or posting any information, data, submissions, content or media that are unsafe, false, misleading, defamatory, inaccurate, derogatory, harassing, threatening, abusive, invasive of privacy or

publicity rights, contain nudity or otherwise contain unlawful, obscene, lewd, sexually explicit or other subject matter that may be found objectionable by others or that contain any virus or malware.

- 4.4. Although MMR has no obligation to screen, edit or monitor any of the User Submissions posted to or distributed through the Site or Services, MMR reserves the right to censor, remove, edit or reject any User Submissions at any time, in its sole discretion. Administrators also have the right and power to censor, remove, edit or reject any User Submissions at any time, in the Administrator's sole discretion. Furthermore, MMR and the applicable Administrator may restrict, suspend or terminate any User's and MMR may restrict, suspend or terminate any administrator's access to all or any part of the Site or Services at any time, for any or no reason, with or without notice to Users, schools, Administrators, leagues, Teams or others and with no liability to MMR whatsoever. MMR and the applicable Administrator may refuse or remove a User Submission without notice to you.
- 4.5. If a User Submission is removed from the Services, (i) the User Submission may still exist in our backup or archive copies, which are not publicly available (but MMR is not required or responsible to retain any User Submissions, including Video), (ii) Administrators, other Team members, parents, Team, league and school district, school administrators, and other Users that had access to a User Submission may have retained copies of your User Submissions, and neither MMR nor any of our affiliates have any responsibility for any uses of your User Submission that they might make. Further, subject to the Organization Terms, MMR retains the license granted to it by you when you first made your User Submission and can continue to use your User Submissions in derivative works created before it was deleted. In addition, subject to the Organization Terms, MMR will remain free to complete the creation of derivative works and thereafter exploit that derivative work for all purposes and at all times.
- 4.6. A portion of MMR's sports team communication and management platform aspects of the Services dedicated to an Organization (an "**Official Page**") will be administered only by an authorized representative of that Organization. Only MMR may establish an Official Page. Each Organization will designate an Official Page administrator identified to MMR (a "**Page Administrator**"). The Organization may designate one or more Page Administrators and may change Page Administrators in its sole election, provided that each Page Administrator or successor is identified to MMR and is knowledgeable in administering social network and community sites. The Page Administrator is solely responsible for restricting access to the Official Page to appropriate Users of the Organization and for adopting and administering appropriate policies and "Community Standards."

4.7. An Organization must designate at least one individual as the administrator for the video uploading, editing and viewing software and platform aspects and all other aspects of such video-related Services (a "**Video Administrator**"). An Organization may designate additional Video Administrators, each of which shall have authority described in this paragraph. The Video Administrator has authority to provide and revoke access of Organization's Packages (as defined in the Organization Terms) to and from Users and to take any other actions and obtain any other information related to the Organization permitted by the Organization Terms and these Terms of Use; provided, however, in no event may any Packages revoked from a Team be reassigned to a different Team. You agree not to use the Services or the Site in any manner that violates or is otherwise not in accordance with the terms of the Package (as defined by the Organization Terms) in which you are currently enrolled or in which you have administrative privileges ("**Account**"). Any violation of the following usage rules may result suspension of the Services and/or loss of Account access:

4.7.1. Each Account may be utilized by one "Team," meaning one gender of one sport of one division from one Organization. Only one Team is permitted per Account. For example, Basketball film cannot be uploaded to a Football account and vice versa; and a high school varsity football team film cannot be uploaded to a junior varsity football team account and vice versa. You agree not to attempt to impersonate another User or other individual, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Submissions. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk.

4.8. You acknowledge that the Site may contain inaccuracies or typographical errors or omissions. MMR is not responsible for any inaccuracies, omissions, typographical, pricing, product information, graphics, images, videos, text, advertisements or endorsements by or posed by any User or Administrator. No advertisements are permitted to be posted by Administrators or Users. All such advertisements are prohibited. Product and other endorsements are discouraged. If an Administrator or User makes any product or service endorsement, the Administrator or User is solely responsible for the content and must disclose if he, she or it is being paid for the endorsement or is receiving anything of value in connection with the endorsement. All advertisements and endorsements are solely User Submissions.

4.9. You acknowledge that MMR may establish limits from time to time concerning use of the Services, including the number of days that User Submissions will be retained by the Services, the maximum number and size of postings email messages, or other Content or Video Content that may be uploaded,

transmitted or stored by the Services, and the frequency with which you may access the Services. You agree that MMR has no responsibility or liability for the deletion or failure to store User Submissions, Video Content and Content. You agree that MMR may, in its sole discretion, at any time, and from time to time, modify or discontinue the Services (or any part thereof) with or without notice, and that MMR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. There is no guaranty of continuous service of the Site or the Services.

5. Access.

- 5.1. Access to Services will require age verification and state of residence verification. Further, if you are under the age of 18, access to Services may require age verification of your parent and consent from your parent to access the Services and your parent's agreement to these Terms of Use and the Privacy Policy. MMR hereby grants to you a limited, personal, non-exclusive, non-transferrable, fully revocable license to use and access those portions of the Services made available to you as a result of your or your Organization's participation as set forth in these Terms of Use with any restrictions as set forth in these Terms of Use or restrictions set by MMR or your Organization or Administrators. You agree that you will not: (i) use any meta tags or any other "hidden text" utilizing any Marks; (ii) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Services source or object code or any software or other products, services, or processes accessible through any portion of the Services or to access it in order to modify or change any User Submissions, or copy any ideas, features, content, functions or graphics of the Services; (iii) engage in any activity that interferes with a User's access to the Site or to the Services or the proper operation of the Services, or otherwise causes harm to the Services, MMR, or other Users of the Services; (iv) interfere with or circumvent any security feature of the Site or Services or any feature that restricts or enforces limitations on use of or access to the Services, the Content or User Submissions; (v) use the Services if you are a convicted sex offender or otherwise required to be listed on a sex offender registry in any jurisdiction; (vi) use our copyrights, Marks or any confusingly similar marks, except as expressly permitted in writing by us in each instance; (vii) use the service marks, logos, copyrights or trademarks of any school, team, league or team or league sponsor without permission from such third party or otherwise in accordance with their policies concerning such uses; (viii) post or make any User Submission that includes any virus or malware; or (ix) otherwise violate these Terms of Use or any applicable laws. Upon expiration of the applicable Term (as defined in the Organization Terms) or termination of the applicable Term, MMR may revoke the license granted under these Terms of Use at any time thereafter (or at any time following violation of these Terms of Use),

however, MMR's typical process in revoking such licenses after expiration or termination of the Term shall consist of the following: (a) within thirty (30) days after expiration or termination of the Term, MMR shall revoke the Administrator's and any other Users from their ability to upload and edit Video within the Services; and (b) unless provided for otherwise in the Services purchased by Organization, on and after the sixtieth (60th) day following the expiration or termination of the applicable Term, MMR may delete all User Submissions, including Video, from the Services and/or remove all such content from any third party hosting services.

- 5.2. In order to access some features of the Services, such as Official Pages or certain video editing aspects of the Services, the Page Administrator(s) or Video Administrator(s), respectively, will need to create a registered account. Such account will provide such Administrator with the ability to invite coaches, parents and players to such Official Pages and/or the uploading, editing or viewing capability of the editing and viewing software and platform, by providing them with an invitation containing a link with a token enabling the invitees to establish a login and password or other methods of providing such access (an individual's "**Credentials**"). You are prohibited from using another member's account, or Credentials, share your account Credentials with any other person, User or entity, or do anything else that might jeopardize the security of the Services, your account or information concerning any Organization, Administrator, User, Team, school or league. You shall not transfer your account or your Credentials to anyone without first getting our written permission in each instance. When creating your account, you agree that you will provide current, complete and accurate information, and you agree that you will update your account information as necessary to keep it current, complete and accurate. You are solely responsible for the activity that occurs on your account, and you are responsible for keeping your account password secure. You must notify MMR immediately of any breach of security or unauthorized use of your account by contacting us at customerservice@sportsyou.com. Although MMR will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses incurred by MMR or others due to such unauthorized use. **If you are a parent of a minor who will have access to the Services, by registering or permitting your child to register or to use the Site, you consent to the use of the Services by such minor and agree to be responsible for such minor's activities and actions on the Site or relating to the Services.**
- 5.3. You agree that neither you nor your child will use the Services offered through the Site: (i) in connection with any commercial activities and/or sales, including without limitation advertising, solicitations for donations, contests, sweepstakes or pyramid schemes, without MMR's prior written consent in each instance, (ii) to promote information that you know is false or misleading

or to promote or engage in illegal activities or conduct that is abusive, harassing, threatening, obscene, defamatory or libelous, (iii) to engage in or promote any criminal activity or enterprise, including without limitation, harassment, stalking, copyright infringement, trademark infringement, patent infringement, or theft of trade secrets, (iv) to solicit personally identifying information for commercial or unlawful purposes, (v) to advertise to, solicit, or sell to any person without their prior explicit advance consent, (vi) to harvest or collect personally identifiable information such as e-mail addresses, account names, telephone numbers, dates of birth, physical addresses, User names, passwords or other contact information of Users, administrators or members for purposes of sending unsolicited communications or commercial solicitations, (vii) to bully, persecute, oppress, badger, browbeat, tyrannize, harass, torment, coerce, pressure, strong-arm, dominate, or otherwise intimidate another person (whether or not a minor), (viii) to use or launch any automated system, including without limitation, "robots," or "spiders," that accesses the Site or Services in a manner that sends more request messages to the MMR servers in a given period of time than humanly possible in the same period by using a generally available public web browser. In order to protect third parties and other Users from such prohibited conduct, MMR reserves the right to restrict, in its sole discretion, communications which a User may send through the Services.

6. Intellectual Property Rights.

The content and any rights under any patent (including patent applications and disclosures), copyright, trademark, trade secret, or other intellectual property right recognized in any country or jurisdiction in the world ("**Intellectual Property Rights**") on, of or within the Site and/or Services (such content shall be referred to herein as "**Content**"), except all User Submissions (as defined below), including without limitation, the materials, descriptions, FAQs, newsletters, bulletins, surveys, polls, literature, software, scripts, graphics, photos, interactive features, products, services and the like ("**Site and Services IP**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to MMR, subject to copyright and other Intellectual Property Rights under United States and foreign laws and international conventions. You in no way will obtain any ownership interest or rights in the Site and Services IP or Marks contained on, of or within the Site or Services. Site and Services IP is provided to you "AS IS" for your information and personal or educational use only and may not be reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. MMR reserves all rights not expressly granted in and to the Site and Services IP. If you download or print a copy of the Content for personal or educational use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with

any security related features of the Site or Services or features including those that prevent or restrict use, downloading or copying of any Content or User Submissions or enforce limitations on use of the Site or the Content or User Submissions therein.

7. User Submissions

- 7.1. The Services may permit the submission or uploading of certain User-generated text, information, data, audio, video (including Video as defined by the Organization Terms), photographs, files or other content ("**User Submissions**"). User Submissions posted or uploaded to the Official Sites or the video editing and viewing software and platform may be viewed by MMR and viewed by Administrators, and by Team, league and school officials, as well as other registered Users to the extent access to the Official Site or platform is granted by the Administrator or Services. It may also be viewed by others to whom a registered User, Administrator, team official, league official or school official may have sent copies of such posting or uploaded User Submission. You understand and acknowledge that MMR does not guarantee any confidentiality with respect to any User Submissions.
- 7.2. You shall be solely responsible for your own User Submissions and the consequences of posting, uploading, editing or publishing them. In connection with User Submissions, you affirm, represent, and warrant to MMR, each Administrator and each other User on the Site or using the Services that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize MMR to use all copyrights, trademarks, trade secrets, patents or any other proprietary rights in and to your User Submissions to enable inclusion and use of such User Submissions in the manner contemplated by the Services and these Terms of Use; (ii) the posting, uploading, editing or publication of your User Submissions on or through the Site or Services does not and will not violate any confidentiality obligations between you and any person or organization or the privacy rights, publicity rights or other rights of any person; and (iii) you have the written consent, release, and/or permission of each and every identifiable person, school, team, institution or organization in your User Submission to use the name or likeness of each and every such identifiable person, school, institution or organization to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. You further affirm, represent and warrant that your User Submissions will contain no nudity or sexually explicit content and are not lewd, obscene, defamatory or libelous in any manner whatsoever.
- 7.3. As between you and MMR, you will retain all ownership rights in your User Submissions; provided, however, such ownership right shall not prevent MMR

from deleting any User Submissions, including Video, uploaded to the Services on or after the expiration or termination of the applicable Term or following a violation of these Terms of Use. By submitting a User Submission to us, except for Video (which grants to MMR related to Video are set forth below), you hereby grant to MMR a perpetual, worldwide, nonexclusive, royalty-free, fully-paid-up, sublicensable and transferable license to use, post, edit, delete and store your User Submissions on our Site and servers and publish, distribute, publicly perform, create derivatives of and display such User Submissions in connection with the Services and MMR's (and its successor's or affiliates) business, including without limitation the right to modify and adapt the User Submission and distribute such User Submissions to other users, hosting services and third parties for promotional, publishing or other purposes in any media formats and through any media channels now known or hereinafter created. In addition, by submitting a User Submission to MMR you hereby grant MMR the right to use your and image name, your child's name and image, if applicable, institution name and information in connection with such User Submission. You further hereby waive any and all moral rights and all rights of a similar nature in any jurisdiction in your User Submission.

Subject to these Terms of Use, you grant the following license rights to MMR (and its licensees, sublicensees, distributors and subdistributors): (i) *Video*: the non-exclusive, royalty-free, perpetual right to all Intellectual Property Rights in your video, to delete the Video on or after the expiration or termination of the applicable Term from the Services or use your video for the purpose of (a) enabling Users to use the Services, (b) if you authorize through the Services or otherwise, the release (which includes the right to sublicense, license, distribute or subdistribute) of your video, in whole or in part, to third parties, including but not limited to MMR's distributors, independent contractors and agents, to (1) use such released video to provide the Services community features to Users and to other third parties, and (2) to reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon (including inserting advertising therein), perform and otherwise use such released video, in whole or in part, in perpetuity in all media formats and channels now known or hereafter devised (including on MMR's websites, third party websites, cable networks and stations, broadband and wireless platforms, products and services) for any and all purposes, including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to, or permission from you, with or without attribution and without any royalty or payment obligations, which rights in this subsection (b) shall survive any termination or expiration of these Terms of Use; (ii) *Vital Information*: the non-exclusive, royalty-free and perpetual right to all Intellectual Property Rights of all Users to use the Vital Information (as defined by the Organization Terms) in connection with the Services and otherwise; (iii) *Hosting*: Without limiting the above, MMR

may sublicense the rights in this Section as necessary to enable any third party hosting of the Services. Video shall be deemed "released" upon allowing any User or third party to view such video outside of the video editing platform of the Services (e.g., posting a link to such video within the communication platform aspects of the Services, emailing a link to such video, etc.) or otherwise obtaining confirmation from Organization that such video is released.

- 7.5. In connection with User Submissions, you further agree that you will not: (i) publish falsehoods or misrepresentations that could damage MMR, any Team, league, administrator, User or any third party; (ii) submit material that is pornographic, hateful, intimidating, racially or ethnically offensive, or constitutes or encourages conduct that would be considered a criminal offense of any federal, state or local law, give rise to civil liability, or is otherwise inappropriate; (iii) post advertisements or solicitations of business, including any "junk mail" or "spam," (iv) impersonate another person, school, institution or organization or falsely state or otherwise misrepresent yourself, your age or your affiliation with any third party, school, institution, organization or person; (v) upload, post, store or otherwise make available any virus, bug, Trojan horse or other computer file or program that is capable of destroying, interrupting or interfering with or limiting the functionality of the Services or any server, computer hardware, software or equipment. MMR does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and MMR expressly disclaims any and all liability in connection with User Submissions. MMR does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and MMR will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's Intellectual Property Rights. MMR reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, violations of rights of publicity or privacy or excessive length. MMR may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion. In order to cooperate with legitimate governmental requests, court orders or subpoenas, to protect MMR's systems and other Users, and to ensure the integrity of MMR's business and systems, MMR may access and disclose any information that it considers necessary or appropriate, including, without limitation, Personal Information (as defined in the Privacy Policy) or other User data, IP address and traffic information, usage history, and User Submissions.

- 7.6. MMR is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such User Submissions. You understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and that as a provider of interactive services MMR is not liable for any statements, representations or User Submissions provided by users of the Services. Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that you deem inappropriate or is harmful to minors.

8. Digital Millennium Copyright Act

- 8.1. Notification. If you are a copyright owner or an agent thereof and believe that any User Submission or other Content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Site or Services; (iii) a description of the location on the Site or Services of the allegedly infringing material(s); (iv) your address, telephone number, and e-mail address; (v) a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

MMR's designated Copyright Agent for notice of claims of infringement is:

Brad Matthews

32 Frost Pond Road

PO Box 393

Mill Neck, NY 11765

email: copyright@sportsyou.com

telephone: (516) 874-0266

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to MMR's customer service at customerservice@sportsyou.com. You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

8.2. Counter-Notification. If you believe that any User Submission of yours that was removed is not infringing, or that you have the appropriate rights from the copyright or owner of the trademark, service mark or other intellectual property rights or third party, or pursuant to the law, to post and use the material in your User Submission, you may send a counter notification containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; (iii) a statement (under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material; and your name, address, telephone number, and e-mail address, along with a statement that you consent to the jurisdiction of the United States federal court in the commonwealth or state you are located or of the United States District Court for the Eastern District of New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notification is received by the Copyright Agent, MMR shall send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or User posting such material. If no such infringement action is filed within such 10 business days, MMR may, in its sole discretion, reinstate the removed material or cease disabling such material.

8.3. In accordance with the DMCA and other applicable law, MMR shall, in appropriate circumstances, terminate access, at MMR's sole discretion, of any User that MMR finds to be a repeat infringer of others copyrights. MMR may also, in its sole discretion, limit or fully terminate access to the Services of any User infringing the intellectual property rights of others, regardless of whether such User is repeat offender or not.

9. **Member Disputes.** You are solely responsible for your interactions with other Users or members of the Services and the Administrator of that portion of the Site or Services where you are given access, as well as with the Team, league and school related thereto. MMR reserves the right, but has no obligation, to monitor disputes between you and other Users, Administrators, Teams, leagues or schools.

10. **Warranty Disclaimer.** You agree that your use of the Services shall be at your sole risk. To the fullest extent permitted by law, MMR, its officers, directors, employees, affiliates and agents disclaim all warranties, express or implied, in connection with the Services and your use thereof. MMR makes no warranties or representations about the accuracy or completeness of the Content or User

Submissions or the content of any sites linked to the Site or Services and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Services, Content or User Submissions, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical, financial or other information stored therein, (iv) any interruption or cessation of transmission to or from our Services, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our Services by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Services. MMR does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by any third party through the Services or any hyperlinked web site. Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you.

11. **Limitation of Liability.** IN NO EVENT SHALL MMR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (EVEN IF MMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE CONTENT OR USER SUBMISSIONS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, CONTENT, OR USER SUBMISSIONS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL, INSTITUTIONAL, TECHNICAL OR OTHER INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR USER SUBMISSIONS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR USER SUBMISSIONS POSTED, UPLOADED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT MMR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES, POSTINGS OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICES OR SITE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICES OR THE SITE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE

FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you. You acknowledge that MMR shall not be liable for User Submissions or any defamatory, offensive, bullying, harassing or illegal conduct of any other User, Administrator, school, Team or league, or any third party and that the risk of harm or damage from the foregoing rests entirely with you.

If the login or registration page or any other page of the Site or Services includes a beta test notification, you acknowledge that such beta launch is the first phase of a continuing effort to provide Administrators and Users with a useful forum where users can interact with their schools, Teams, coaches, parents, caregivers, and others in a secure way as well as provide a platform to upload, edit, view and share video. As a beta launch, the Site and Services will continue to undergo refinement, testing and improvement. MMR's goal with this beta launch is to provide a limited audience of Administrators and Users with an opportunity to comment on and provide feedback to us on certain aspects of the Site or Services so that we can improve their look, feel and functionality in order to meet Administrator and User needs. The beta Site or Services, or their software and all content found on them are provided on an "AS IS" and "AS AVAILABLE" basis. Notwithstanding any provision in these Terms of Use to the contrary, MMR does not give any warranties, whether express or implied, as to the suitability, stability or usability of the beta Site or Services, or their software or any of their Content.

12. **Indemnity.** You agree to defend, indemnify and hold harmless MMR, its members, managers, employees, agents and affiliates, and their respective officers, directors, managers, employees and agents (collectively, "**MMR Indemnitees**") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from: (i) your use of and access to the Services, including any User Submissions or Content; (ii) your violation of any term of these Terms of Use or the documents or policies referenced herein; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that one of your User Submissions caused damage to a third party; or (v) your violation of any law. This defense and indemnification obligation will survive these Terms of Use and your use of the Services. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify MMR Indemnitees.
13. **Wireless Capabilities.** The Services may offer certain features and services that are available to you via a wireless or mobile device. These features and services may include the ability to access the Services' features and upload content to the Services, receive messages from the Services (the "**Wireless Notifications**"), and download applications to your wireless device (the "**Wireless App**") (collectively,

"Wireless Features"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features, for which you are solely responsible. Fees and charges may appear on your wireless bill or be deducted from your prepaid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues. Account information and features may be limited when using the Wireless Features.

14. **Terms of Wireless Features.** You agree that some of the Wireless Features for which you are registered may send communications via such features or apps to your device regarding MMR, sportsYou related matters or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Services for Wireless Notifications, then you agree to notify MMR of any changes to your wireless contact information (including phone number) and update your accounts on the Services to reflect the changes. To stop any SMS text subscriptions from MMR at any time, send a text message with **STOP, END or QUIT** to the program's mobile short code. Alternatively you may also log into your Account and change your notification settings. Your device must have text messaging capability to use any Wireless Notifications. To stop using other Wireless Features, you may need to update your account settings and/or delete the Wireless App from your device. By opting into any Wireless Features you represent that you are the owner of the device and that you are at least eighteen years old.
15. **Assignment.** These Terms of Use, and any rights and licenses granted hereunder, may not be transferred, sublicensed or assigned by you, but may be assigned by MMR without restriction. Assignments made without MMR's consent are void.
16. **Dispute Resolution; Informal Resolution AND Formal Resolution by Arbitration/Class Action Waiver**

In order to expedite and control the cost of disputes, you and MMR agree that any legal or equitable claim regardless of whether based in contract, tort, strict liability or otherwise relating to or arising out of any use of the Services (referred to as a "Claim") shall be resolved as follows:

- 16.1. Information Resolution. You and MMR will first attempt to resolve any Claim informally. In the event that any dispute between MMR and you arises out of or relates to use of the Services, these Terms of Use or to breach or enforcement, interpretation or validity of these Terms of Use, you and we agree to try to promptly resolve any such dispute informally through direct contact. Please send a written notice describing the dispute to:
customerservice@sportsyou.com.

16.2. Formal Resolution by Arbitration; Class Action Waiver. **READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION BEFORE A JUDGE OR A JURY AND TO TAKE AN APPEAL.** You agree that any dispute, controversy or Claim arising out of or relating to these Terms of Use, the applicability of these Terms of Use as to the use of the Services, or to breach or enforcement, interpretation or validity of these Terms of Use, or the determination of the scope or applicability of arbitration shall be governed solely by the Federal Arbitration Act.

If you and MMR cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding arbitration. By agreeing to arbitration, both you and MMR understand and agree that all disputes shall be decided by an arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and MMR each agree to settle disputes (except certain small claims) only by arbitration. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A TRIAL BEFORE A JUDGE OR BEFORE A JURY AND RIGHT TO APPEAL THE DECISION OR AWARD MADE BY THE ARBITRATOR(S). The rules in arbitration are different from those in court proceedings. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms of Use as a court would.

The arbitration will be conducted under the JAMS Streamlined Arbitration Rules & Procedures ("**JAMS Rules**") and under the terms and rules set forth in these Terms of Use. If there is a conflict between JAMS Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to the law of the governing state. You and MMR agree to pay the costs of the arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the JAMS Rules may later prescribe. All other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your home town area if possible, unless you and MMR both agree to another location or telephonic arbitration. To initiate arbitration, you or MMR must do each the following:

1. Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, 18881 Von

Karman Avenue, Suite 350, Irvine, CA 92612.

3. Send one copy of the Demand for Arbitration to the other party.

Special Rules in the arbitration proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii)

Neither you nor MMR shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity.

THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION

WHATSOEVER. Accordingly, you and MMR agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this dispute resolution provision if it finds such provision unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms of Use, you may assert an individual Claim in small claims court in lieu of arbitration.

17. Class Action Waiver

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

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

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

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of MMR to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Site or Services.

18. **Limited Time to File Claims:** You and MMR agree that any Claim arising out of your use of the Services will be asserted within one (1) year after the Claim first arises, or such Claim will be barred and may no longer be brought.
19. **Exclusions and Limitations; Consumer Protection Notice:** If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. If you are a New Jersey consumer, the terms of Sections 21 do not limit or waive your rights as a consumer under New Jersey law or under the law of your State of residence, and the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey or of your State of residence. In any event, MMR reserves all rights, defenses and permissible limitations under the law of your State of residence.

Notwithstanding the foregoing, nothing in this Section 19 shall modify Subsections 16.2 and 17 ("Formal Resolution by Arbitration/Class Action Waiver" and "Class Action Waiver").

20. **No Spam Policy.** You understand and agree that sending unsolicited email advertisements to Users or Administrators, which are expressly prohibited by these Terms of Use, may use or cause to be used servers located in New York or California, or both. Any unauthorized use of our servers or systems for spamming is a violation of these Terms of Use and may also be a violation of certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), Sections 5(a)(3) and (5) of the CAN-SPAM Act of 2003; Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her parents and agents to civil and criminal penalties.
21. **Governing Law, Location, Entire Agreement.** These Terms of Use shall be governed by the Federal Arbitration Act 9 U.S.C. Sections 1-16, and by the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Choice of law rules that might cause the application of the laws of any other jurisdiction shall not apply. The applicable federal laws of the United States of America, including, without limitation, the Federal Arbitration Act shall also apply unless they permit state law to apply instead of the applicable federal law. Subject to the arbitration provisions set forth herein, you hereby submit to the jurisdiction of the Supreme Court of the State of New York, sitting in the County of Nassau, and the United States District Court for the Eastern District of New York sitting in Brooklyn, New York in aid of arbitration and for purposes of compelling arbitration and enforcing any award or interim award of the Arbitrator(s). Subject to the arbitration provisions set forth herein you and we agree not to seek to transfer or dismiss any action or proceeding brought in such courts other than in furtherance of or to compel arbitration.

These Terms of Use, together with the Organization Terms (if applicable), sportsYou Privacy Policy, any other documents or policies referenced herein or in the sportsYou Privacy Policy and Organization Terms (if applicable), and if the User is a state or local government entity, any data protection agreements, data protection requirements or similar agreements or requirements entered into between such entity and MMR, constitute the entire agreement between you and MMR regarding the use of the Site, Services and the content, your ability to post, upload, edit, view and share User Submissions, and Services provided on the Site, platform or otherwise, superseding any prior agreements between you and MMR relating to the subject matter hereof. Neither party has relied upon any statement by the other or by any third party that is not contained in these Terms of Use, the Privacy Policy or in any other legal notices, usage rules, conditions or guidelines located within the Site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in arbitration proceedings, and in any judicial or administrative proceedings based upon, arising out of or relating to the Services or this Agreement to the same extent and subject to the same conditions, as other business documents and records originally generated and maintained in printed forms. By accessing or using the Services, registering as a User or clicking through to the Services you agree to be bound by the terms hereof.

22. **California Consumer Rights** Residents of California are entitled to the following specific consumer rights information: You may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.
23. **Connectivity** You are responsible for obtaining and maintaining all devices and other equipment and software, and all WiFi, digital, Internet service provider, SMS, mobile service, and other services needed for your access to and use of the Site and the Services. You will be solely responsible for all charges related to them. You are also solely responsible for maintaining and using adequate up to date firewalls, virus and malware blocking software on each of your devices. Upload and download speeds may vary from device to device, and may be affected by a variety of factors, including your location and the bandwidth and speed of your mobile service, Internet or WiFi connection. The time it takes to begin accessing or viewing content will also vary based on a number of factors, including your location, connectivity, available bandwidth at the time, virus and malware protections you have in place and the configuration of your device. MMR makes no representations or warranties about the upload or download speeds you will experience or the quality of your viewing experience on any device.

Your wireless provider may charge for use of any mobile features, including fees

for receipt of SMS and text messages or data transmission. In order to receive mobile features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These are not MMR's, your Team's, your school's, or the leagues fees. You should contact your wireless provider before you sign up for any mobile features to determine what fees, if any, will be charged by it.

24. Additional Terms Applicable for Users of Apple iOS. If you are accessing or using the Services through an Apple device, the following applicable additional terms and conditions are applicable to you and are incorporated into the Terms of Use by this reference:

24.1. o the extent that you are accessing the Services through an Apple device, you acknowledge that these Terms of Use are entered into between you and MMR and, that Apple, Inc. ("**Apple**") is not a party to these Terms of Use but may be deemed to be a third-party beneficiary as contemplated below.

24.2. The license granted to you under these Terms of Use is subject to the permitted Usage Rules set forth in the App Store Terms of Services (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Services.

24.3. You acknowledge that MMR, and not Apple, is responsible for providing the Services and MMR content thereof. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services.

24.4. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and MMR, MMR, and not Apple is responsible for addressing any Claims you may have relating to the Services, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Further, you agree that if the Services, or your possession and use of the Services, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

24.5. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use, 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 against you as a third-party beneficiary thereof.

- 24.6. When using the Services, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Services. Notwithstanding the foregoing to the contrary, MMR makes no representation or warranty that the Services are compatible with any third-party system, platform, technology or otherwise.
25. **Force Majeure.** Neither MMR nor any Organization, school, Team, league, school district or Administrator will be liable for, or will be considered to be in breach of or default under this agreement on account of, any delay or failure to perform as required by these Terms of Use as a result of any causes or conditions that are beyond such person's, group's or Organization's reasonable control (except for payment obligations to MMR which shall not be excused). If any such force majeure event occurs, MMR or the applicable Organization, school, Team, league or Administrator, once it becomes aware of the force majeure event, shall endeavor to (i) give prompt notice to MMR and the Organizations and individuals by a notice posted on the applicable Official Page or on the Site home page and the projected duration thereof, if known, and (ii) if a school, team, league or Administrator, (A) use reasonable diligence to minimize the impact of the event, and (B) resume performance promptly following the cessation of the force majeure event.
26. **Invalidity and Waiver.** If any provision of these Terms of Use is deemed invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and MMR's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
27. **Telephone/Chatroom Communications.** Telephone communications and chat room conversations with us, including calls with any of our agents or independent contractors, may be routinely monitored or recorded. You expressly consent, on behalf of yourself, your minor children and other users of your Services Credentials, computer and telephone number, to being monitored or recorded. By providing us with a phone number (including mobile) as your contact number, you expressly authorize us to contact you regarding your membership and User account for non-telemarketing communications, via text message or telephone, including the use of prerecorded or auto-dialed calls, using that number.

28. **Termination/Exclusion.** We reserve the right, in our sole discretion, to revoke, terminate or suspend any and all privileges associated with accessing the Services for any reason or for no reason whatsoever including improper use of this Site, Services or failure to comply with these Terms of Use, and to take any other action we deem appropriate.
29. **User Suggestions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information provided by you to MMR are not confidential and you grant us a worldwide, royalty-free license to distribute, publish, modify, edit or otherwise use your submissions. MMR shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise without any acknowledgement of or compensation to you.
30. **Questions; Comments.** If you have any questions or comments on the Services or become aware of misuse of the Services by any person, please contact us at customerservice@sportsyou.com or at the following address:

MMR Digital LLC

32 Frost Pond Road

PO Box 393

Mill Neck, NY, 11765

(Attn: User Comments.)

31. **NCAA Regulations / Other Regulations.** MMR is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site and Services. Accordingly, you are responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws (collectively, "**NCAA Regulations**"). MMR is not responsible if you do not abide by NCAA Regulations (or any other similar rules or regulations) in connection with your use of the Site and/or Services. If you act in violation of the NCAA Regulations, MMR may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Site and/or reporting of such conduct to the NCAA, the authorities, or other appropriate entity. MMR does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).
32. **State or Local Government Organizations.** If User is a state or local government entity, the sections in the Terms of Use addressing (a) governing law, (b) venue, and (c) User's indemnification of MMR will not apply to such User to the extent User's jurisdiction's laws prohibit User from accepting the requirements in those sections.

33. **Effective Date.** These Terms of Use are effective as of January 6, 2025.