

End User Agreement

(Rev 5/2020)

Please scroll down and read this entire End User Agreement carefully. This is a legal agreement (the "Agreement") between you and BigTeams, LLC ("BigTeams"), which provides the terms of your use of our Products and Services (both as defined herein). BIGTEAMS provides a web-based athletic and activity management platform and various software tools and product levels allowing schools and organizations to provide content to their community (the "Product" or "Products"). BIGTEAMS also provides you access to one or more websites including:

www.bigteams.com (<http://www.bigteams.com>);

[www.now.schedulestar.com](http://now.schedulestar.com) (<http://now.schedulestar.com>);

www.planeths.com (<http://www.planeths.com>); and/or any other website owned or operated by BIGTEAMS or its affiliates that is affiliated with the Products or any one of the foregoing websites (collectively the

"Websites"). The Products and Websites are collectively referred to as the "Services"). "You" and "your" refers to the individual who wishes to use the Services. By using the Services, you are agreeing to all the terms and conditions stated in this Agreement and BigTeams' Privacy Policy. Your privacy is important. Please read our Privacy Policy to learn about our privacy practices and how we use the information we collect. If you do not agree to the terms of this Agreement or our Privacy Policy, do not use the Services.

Use of the Services

You must be 13 years or older to use the Services. If you have created an account or been invited to create an account, you are responsible for all information you enter or provide. The term “Content” shall mean: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to or when using the Services and (2) any other materials, content, or data you provide to BigTeams or use with the Services. Any Content that you submit or upload when using the Services may be retained, accessed, used, modified, shared, or removed by BigTeams or BigTeam’s customers, and their appointees, (collectively the customer and appointees are referred to herein as the “Administrator”) that provided you access to the Services. You acknowledge that your BigTeams account can be managed by the Administrator that owns or controls the email address domain with which your account was created or registered, as described in our Privacy Policy.

Here at BigTeams, our goal is to help your school effectively manage and communicate athletics and activities. To do this, we need to keep the Services running smoothly, quickly, and without distraction. For this to happen, we need help from you the End User. We need you not to misuse or abuse the Services.

To describe exactly what we mean by “misuse” or “abuse” – and help us identify such transgressions, and react accordingly – we’ve created this End User Agreement. In accordance with this End User Agreement and the Privacy Policy, BigTeams reserves the right to remove Content that is inconsistent with the spirit or the terms of this End User Agreement and the Privacy Policy, even if it’s something that is not specifically forbidden by this End User Agreement and the Privacy Policy. In other words, if you

do something that isn't listed here verbatim, but it looks or smells like something listed here, we may still remove it. Use your judgment, and let's be kind to each other so we can keep creating great things.

Here is what BigTeams won't allow:

Disruption to the Services including:

- ✓ Interfere with or disrupt the Services, other equipment or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services made known to you
- ✓ Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Services. This prohibition does not apply to security assessments expressly permitted by BigTeams
- ✓ Tampering with, reverse-engineering, or hacking our Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Services, related systems, networks, or data
- ✓ Modifying, disabling, or compromising the integrity or performance of the Services or related systems, network or data
- ✓ Deciphering any transmissions to or from the servers running the Services
- ✓ Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

- ✓ Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
- ✓ Going far beyond the use parameters for any given Service as described in its corresponding documentation

Wrongful activities including:

- ✓ Misrepresentation of yourself, or disguising the origin of any Content
- ✓ Using the Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our Services
- ✓ Using our Services to stalk, harass, or post direct, specific threats of violence against others
- ✓ Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- ✓ Accessing or searching any part of the Services by any means other than our publicly supported interfaces (for example, “scraping”)
- ✓ Any attempts to circumvent the user authentication or security of the Services or any host, network, or account related thereto
- ✓ Make any use of the Services in any way that violates any applicable local, state, national, international or foreign law
- ✓ Allow any third party to use any user identification(s), code(s), password(s), and procedure(s) issued to, or selected by, you for

Inappropriate communications including:

- ✓ Using the Services to generate or send inappropriate, unsolicited messages (commercial or otherwise) or spamming
- ✓ Disparaging BigTeams or our partners.

Inappropriate content including:

- ✓ Posting, uploading, sharing, submitting, or otherwise providing content that:
- ✓ Infringes BigTeam's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- ✓ You don't have the right to submit
- ✓ Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
- ✓ Encourages illegal or tortious conduct or that is otherwise inappropriate
- ✓ Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition

- ✓ Contains viruses, bots, worms, scripting exploits, or other similar materials
- ✓ Is intended to be inflammatory
- ✓ Could otherwise cause damage to BigTeams or any third party

Monitoring Activity: BigTeams is entitled to monitor and enforce your compliance with the terms of this Agreement. BigTeams may utilize the information concerning your use of the Services or Content to improve BigTeams' Products and Services and the products and services of any third party providers that we use to provide the Services or which provide Content. If you submit a review, rating, comment, or testimonial (a "testimonial") then you agree that we may publish your testimonial, together with your name and any image, video or logo that you upload using the Services, or any comments to our social media feeds. We may use such testimonial on our Services, any social media feed and any successor website or feed that we may operate from time to time and in such position as we may determine in our sole discretion. You further agree that we may edit the testimonial and publish edited or partial versions of the testimonial. However, we will never edit a testimonial in such a way as to create a misleading impression of your review. In addition, you agree that we may share any testimonial with any third party providers we use to provide the Services.

Data Transfer: We may transfer personal data to third party processor companies (i.e. cloud data and server services) that help us provide our Services. Such third-party processors are located in, and the transfers are limited to, the United States and only to companies under strict legal requirements to protect your data. Your agreement to these terms includes your consent to such transfer of your personal data.

Intellectual Property: BigTeams and its licensors retain all ownership and intellectual property rights in the Services and Content. You may not: (i) remove or modify any marks or proprietary notices of BigTeams; (ii) provide or make the Services or Content available to any third party; (iii) use the Services or Content to provide third party training for BigTeams products; (iv) assign this Agreement or give or transfer your access to the Services or Content, or any interest in them, to another individual or entity; (v) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Services, or the Content; (vi) create derivative works based on the Services or Content; or (vii) use any BigTeams or product provider's name, trademark or logo.

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NO WARRANTY FOR THE SERVICES:

THE SERVICES AND CONTENT ARE AVAILABLE AND IS PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF THE BIGTEAMS ENTITIES. BIGTEAMS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES OR CONTENT, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, SAFETY,

PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT. BIGTEAMS DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE UNINTERRUPTED OR PERMANENTLY.

LIABILITY:

IN NO EVENT SHALL THE BIGTEAMS ENTITIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITES, SOFTWARE OR CONTENT OR IN CONNECTION WITH BIGTEAMS' PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE SOFTWARE, OR AS A RESULT OF ANY DEFECT IN THE SOFTWARE OR CONTENT. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST THE BigTeams ENTITIES, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGREEMENT BY BIGTEAMS OR FOR ANY OTHER CLAIM RELATED TO THE SITES, SOFTWARE, CONTENT OR BIGTEAMS MATERIALS SHALL BE TERMINATION OF THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL THE BIGTEAMS ENTITIES OR THEIR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES.

Indemnification: You will indemnify, defend and hold harmless the BigTeams Entities from and against any losses, claims, liabilities, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to the Services or Content (including negligent or wrongful conduct) by you or by any other person accessing the Services or Content through your account.

No Support: BigTeams does not offer support for the Services and Content other than – at its sole discretion - provision of updates, patches, bug fixes and new versions. BigTeams is not responsible for product support.

Term and Termination: BigTeams may terminate your use of the Services and Content for any or no reason at any time with or without notice to you. In case of termination or expiration of this Agreement, you must cease use of all Services. Without affecting any other remedies available to us, BigTeams may permanently or temporarily terminate or suspend a user's account or access to the Services without notice or liability if BigTeams (in its sole discretion) determines that a user has violated this User Agreement.

Law/Venue: This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of law principles. Any action brought by any party hereto shall be brought within the Commonwealth of Virginia, in the County of Fairfax.

Miscellaneous: This Agreement is the complete Agreement for the Services and Content. This Agreement supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this Agreement. BigTeams may transfer its rights and/or obligations under this Agreement to any of its affiliated companies. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. BigTeams' failure to enforce any right or provisions stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.

BigTeams may amend the terms of this Agreement at any time, for any reason and without notice. An updated End User Agreement may be found on the websites within the Services.

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★ Products

★ Solutions

★ Online Help

★ School Search

- Individual Schools
(<https://www.bigteams.com/schedule-star-athletic-management/>)
- State Associations, Leagues, & Conferences
(<https://www.bigteams.com/high-school-athletic-and-activity-associations/>)
- School Districts
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LOGIN
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SUPPORT (<https://bigteams.force.com/support/s/>)

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