

BigTeams Terms of Service

(Rev 10/2024)

Welcome to the BIGTEAMS Network.

These Terms of Service (these “**Terms**”) are between you (hereinafter “Customer”, “you”, or “your”) and Big Teams, LLC and/or its affiliates or licensors (“BIGTEAMS”) and describe your rights and responsibilities as a Customer of BigTeams’ 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”). BIGTEAMS also provides you access to one or more websites including: www.bigteams.com (<http://www.bigteams.com>); schedulestar.bigteams.com (<http://schedulestar.bigteams.com>); studentcentral.bigteams.com (<http://studentcentral.bigteams.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”.

As applicable to the specific Products, if an end user (hereinafter “End User”) is being invited or added to a Product by Customer, the End User Agreement (<https://www.bigteams.com/end-user-agreement/>) governs their access and use of the Product. The term of this Terms of Service

shall be determined by the term agreed to upon submission of payment by Customer. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

The following Terms set forth the terms upon which BIGTEAMS offers you access to the Services and govern the permissible content that you submit to the Services. The Services includes any tools available on the Product, Websites, and/or any content provided by BIGTEAMS on or through the Product or Websites, which may include text, images, hosted software, sound or video files. We use your information as described in our Privacy Policy, which can be accessed through the Product or Websites.

ACCEPTANCE

By submitting payment or using the Services once you are given an account you are accepting all of the terms in, and linked to, these Terms and the Privacy Policy. You agree that these Terms and the Privacy Policy will apply whenever you use the Services, or when you use the tools we make available through the Services.

As an Administrator for your account, you may be able to specify certain End Users as Administrators, who will have important rights and controls over your use of our Products, Services and End User accounts. This may include creating and posting content, monitoring or modifying End User accounts, setting End User usage permissions; and managing access to your data by End Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to your domain. You are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that BIGTEAMS' responsibilities do not extend to the internal management or administration of our Products for you.

You must require that all End Users keep their user IDs and passwords for our Products strictly confidential and do not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. Customer is responsible for any and all actions taken using End User Accounts and passwords, and you agree to immediately notify us of any unauthorized use of which you become aware.

CHANGES

BIGTEAMS reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions to these Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

PERMITTED USE OF THE SERVICES

The Services are provided on an “as is” basis by BIGTEAMS for the convenience of its customers and users, and the domain name(s) associated with the Websites and all copyrights, trademarks and other proprietary and personal rights contained on or in the Services are the sole property of BIGTEAMS and its’ licensors. Customer is permitted to access the Services solely for the purpose of receiving information about BIGTEAMS’ business and products, purchasing and utilizing the Services, communicating with BIGTEAMS, entering prize promotions offered by BIGTEAMS, or otherwise as stated on the Websites or Product. BIGTEAMS hereby grants a worldwide, fully paid-up, non-

exclusive, non-transferable license to Customer to access the Services solely for the purpose of your use of the Services. You may not copy, modify, reproduce, retransmit or otherwise utilize the content on the Websites or Services (collectively the "Content") in any other fashion or for any other purpose without the express written permission of BIGTEAMS and, if not BIGTEAM's Content, the Content's owner. You may only link to the Websites for the purpose of directing other users to the Websites, and must remove any link to the Websites immediately on request from BIGTEAMS. All copyrights, trademarks, patents, trade secrets and other proprietary rights contained within the Websites or Product are the sole property of BIGTEAMS and/or its licensors, each of whom reserves all rights with regard to such materials. BIGTEAMS may at its option provide you with one or more areas within the Services for online discussions (e.g. message boards, wikis, chat rooms or blogs). Should you choose to participate in such a forum, you agree not to utilize the forum for illegal or inappropriate purposes. BIGTEAMS reserves the right but will not be obligated to edit or delete postings to its forums at any time and for any reason. BIGTEAMS shall also have no responsibility or liability for any content created or posted by you or other third parties within any online forum available through the Services. BIGTEAMS makes no warranties, express or implied, with regard to the Services, their operation, or your use of the Services, including but not limited to warranties of merchantability or fitness for a particular purpose. BIGTEAMS makes no warranties as to the availability, up-time, functionality, error free nature or reliability of the Services, the internet, the telephone network through which the Services are utilized, or other technology utilized to present, access or utilize the Services, nor does it warrant that the Services shall be free of computer viruses or other malicious content. BIGTEAMS reserves the right to modify, suspend or discontinue the offering of the Services at any time for any reason without prior notice. Further, while BIGTEAMS utilizes electronic and physical security to reduce the risk of improper access to or manipulation of data during transmission and storage, it cannot guarantee the security or integrity of the data and shall have no liability for breaches of security or

integrity or third-party interception in transit, nor for any damage which may result to your computer or other property by your use of the Services.

Hosting

BIGTEAMS shall create, host and maintain a website or webpage for the use and benefit of CUSTOMER (the “Customer Site”). The Customer Site shall be substantially similar to the demonstration websites on display at www.bigteams.com. The purpose of the Customer Site shall be for CUSTOMER to obtain registration information, post event details, pictures and other related content relating to various school or sports club activities.

- ✓ Should BIGTEAMS purchase the domain for the CUSTOMER, BIGTEAMS will purchase and renew the domain for the term of services purchased. Should the Customer choose to leave prior to the term expiring BIGTEAMS will retain ownership of the domain for the remainder of the term.
- ✓ Should the CUSTOMER own their own domain they are responsible for renewal of the domain.

BIGTEAMS does not warrant that the operation of this website will be uninterrupted or without error. However, BIGTEAMS will work in good faith to resolve any such issues.

Payment

BIGTEAMS shall use commercially reasonable efforts to provide the CUSTOMER with an invoice 30 days prior to payment being due.

CUSTOMER shall pay BIGTEAMS within the due date indicated on the invoice or shall be subject to a late fee. If payment is not received by BIGTEAMS from the CUSTOMER by the payment due date BIGTEAMS

reserves the right to terminate CUSTOMER's access to all Services. Should payment exceed 15 days past the due date the CUSTOMER is at risk of data loss. See Privacy Policy Data Retention section for specifics.

Pricing

BIGTEAMS reserves the right to increase product pricing and shall give Customer a minimum of 30 days notice prior to any price adjustment.

Adjustments to the Services included in packages are at the discretion of BIGTEAMS and shall be communicated to Customer as needed.

Advertising

CUSTOMER shall be free to sell advertising in the designated CUSTOMER advertising space on the Customer Site, but only if CUSTOMER has chosen a pricing plan that allows for this option. Some pricing plans also charge for creating and uploading of ads in the designated CUSTOMER advertising space.

BIGTEAMS may sell and post local and national advertisements on the website and in other electronic correspondence. BIGTEAMS advertising shall appear in the spaces set forth as advertising space. These advertisements may appear on all pages within the Customer Site. If CUSTOMER determines that an advertisement placed by BIGTEAMS under this provision is distasteful, BIGTEAMS shall remove the advertisement immediately upon notification by CUSTOMER. The parties agree to work together to find a timely solution, should an issue with advertisements arise under this provision. CUSTOMERS using the Basic/Starter plan understand that BIGTEAMS reserves the right to add, remove and adjust advertisement spaces.

The Customer Site, articles, and advertisements may contain links to external sites on the Internet, which are owned and operated by third parties (an "External Site"). CUSTOMER acknowledges that BIGTEAMS is not responsible for the availability of, or the content located on or

through any External Site. CUSTOMER shall contact BIGTEAMS if the content of an external link is determined by CUSTOMER to be distasteful, and BIGTEAMS shall disable the link and keep it disabled while BIGTEAMS attempts to resolve the matter with CUSTOMER and/or the third-party maintaining the External Site.

VIDEO ADVERTISING: As permitted by the Customer Site model purchased, CUSTOMERS may post videos on the Customer Site. CUSTOMERS posting videos understand that BIGTEAMS may include advertising prior to, after, or within the video clips.

Neither BIGTEAMS nor CUSTOMER shall sell advertising that would be inappropriate or distasteful for a website directed to minors, including but not limited to, advertising related to alcohol products, tobacco products, etc., as determined by either BIGTEAMS or CUSTOMER. BIGTEAMS maintains a pricing option that does not allow BIGTEAMS to run advertising on the Customer Site. If this pricing option is chosen, BIGTEAMS will not run advertising on the Customer Site.

Affiliates

BIGTEAMS may integrate third party affiliates within the product including but not limited to the following forms:

General promotion, links to websites, custom pages, or dedicated advertising to designated vendors and service providers operated by third parties. Any commissions, residuals or percentages paid to CUSTOMER by the third party vendor shall be determined between CUSTOMER and the third party vendor. Based on the plan purchased, CUSTOMER may request the removal of certain features and replace them with their own custom page (such as an online store)

Product Users

BIGTEAMS reserves the right to collect personal information from users of the Customer Site who volunteer such information, and maintains a privacy policy regarding the use of this information. A link to the most current Privacy Policy can be found on the bottom of the Customer Site operated under these Terms. The information collected by BIGTEAMS is necessary to effectuate subscriptions to email alerts and to give authorized users administrative access to the Customer Site.

Features

BIGTEAMS reserves the right to make upgrades and modifications to the Customer Site, on an as needed basis, as long as such updates are consistent with these Terms. The parties agree that modifications may include, but are not limited to, new features, downloads, format, style, menus, headings, and location of advertisements.

BIGTEAMS is the sole owner of any and all code including the Customer Site code.

Termination

The CUSTOMER reserves the right to terminate product use or use of the Services at any time, however BIGTEAMS will not refund any payments.

Should BIGTEAMS own the domain for the Customer Site, BIGTEAMS will retain ownership of the URL and has the option to release the domain to the CUSTOMER 90 days after the termination date of the CUSTOMER'S account for a fee.

BIGTEAMS reserves the right, in its discretion, to restrict, suspend or terminate your access to all or any part of the Customer Site, including the interactive areas of the Customer Site, at any time without prior notice. BIGTEAMS may change, suspend or discontinue all or any aspect of the Customer Site at any time, including the availability of any feature,

database, or content, (including the interactive areas), without prior notice. However, BIGTEAMS shall work in good faith with CUSTOMER to resolve any outstanding issues related to such modification or suspension.

Upon termination of Services, BIGTEAMS customer data will not be maintained and BIGTEAMS will not be responsible for any loss of data.

RESTRICTIONS ON USE

While using the Services, you will not:

- ✓ Use the Services in connection with the delivery or transmission of unsolicited messages (commercial or otherwise) or spamming
- ✓ Violate any laws or third party rights or violate or fail to comply with all rules, regulations, procedures and policies of BIGTEAMS and any policies of the networks connected to the Services
- ✓ Post content or edit our content, the Websites, tools, or other aspects or features of the Services if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our Services
- ✓ Fail to deliver payment for items purchased by you
- ✓ Post false, inaccurate, misleading, defamatory, or libelous content (including personal information)
- ✓ Transfer your BIGTEAMS account (including feedback) or User ID to another party without our consent
- ✓ Distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes
- ✓ Transmit or distribute viruses trojan horses, worms, time bombs, cancel-bots, or any other harmful or deleterious programs or any

other technologies that may harm BIGTEAMS, or the interests or property of BIGTEAMS' users

- ✓ Copy, modify or distribute rights or content from the BIGTEAMS Services or BIGTEAMS' copyrights and trademarks
- ✓ Harvest or otherwise collect information about users, including email addresses, without their consent
- ✓ Create a false identity or forged email address, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message
- ✓ Impersonate any other person or entity or misrepresent your affiliation with any other person or entity
- ✓ Use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or illegal
- ✓ Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature
- ✓ Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity
- ✓ Copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever or allow any unauthorized third party to access the Services for any purpose
- ✓ Attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services,

through password mining or any other means or interfere with another member's use and enjoyment of the Services.

ABUSING BIGTEAMS; SUSPENSION

BIGTEAMS and its community work together to keep and the Services working properly and the community safe. Please report problems, offensive content, and policy violations to the school or organization administering the Customer Site. BIGTEAMS may, with or without cause, immediately terminate these Terms, and deny you access to or the right to use the Services. Without limiting other remedies, we may limit, suspend or terminate your access to the Services and user accounts, prohibit access to our Websites, content, the Services, any services and tools, delay or remove hosted content, and take technical and legal steps to restrict your access to the Services if we think, in our sole discretion, that you are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms or our policies (for example, and without limitation, policies related to shill bidding, conducting off-BIGTEAMS transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users). Additionally, we reserve the right to cancel unconfirmed accounts or accounts that have been inactive, or to modify or discontinue BIGTEAMS' Websites, services or tools. If these Terms are terminated, you will no longer be authorized to use the Services. In the event of termination, the disclaimers, limitations of liabilities and the indemnification provisions set forth in these Terms, shall survive.

PROCEDURE FOR MAKING CLAIM OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof to our Designated Agent, who can be reached as follows: BIGTEAMS 20098 Ashbrook Pl, Suite 155, Ashburn, VA 20147 t: 866-448-9438 | f: 540-301-0735 info@bigteams.com. In order for your notification to be effective, you must include the items required by 17 U.S.C. §512(c). This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process. To file a counter notification with us, you must provide a written communication (by fax or regular mail) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing the copyrights of others and is determined by a court not to infringe. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. Your communication must include substantially the following: (1) a physical or electronic signature of the subscriber; (2) 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 access to it was disabled; (3) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (4) your name, address, and telephone number; (5) the following statement: "I consent to the jurisdiction of state and Federal courts located in Fairfax, Virginia, and I will accept service of process from the claimant or an agent of the claimant;" and (6) the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled." Please send the written communication: BIGTEAMS, 20098 Ashbrook Pl, Suite 155, Ashburn, VA 20147 f: 540-301-0735

LIMITATION OF LIABILITY You will not hold BIGTEAMS responsible for other users' content, actions or inactions, including copyright infringements. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of content, the truth or accuracy of users' content or listings. IN NO EVENT SHALL BIGTEAMS, ITS AFFILIATES, LICENSORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF THESE TERMS, THE WEBSITES, OR THE SERVICE, EVEN IF BIGTEAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL BIGTEAMS, ITS AFFILIATES, LICENSORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES AGGREGATE LIABILITY FOR ANY REASON ARISING OUT OF THESE TERMS, THE WEBSITES, OR THE SERVICE FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE GREATER OF: (I) ONE HUNDRED DOLLARS (\$100) OR (II) AMOUNT PAID BY YOU TO BIGTEAMS HEREUNDER. ALL CLAIMS MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE THE CLAIM ARISES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

USER WARRANTIES AND INDEMNITY

You will indemnify and hold BIGTEAMS (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, or your violation

of any law or the rights of a third party. By using the Websites, or the Service, you hereby warrant and represent that you have all necessary rights, power and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms or in the performance of such obligations will place you in breach of any other contract or obligation. You further warrant and represent to BIGTEAMS that you are and shall at all times remain in full compliance with all applicable laws and regulations with regard to your use of the Websites or Services, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing and Internet marketing. By using the Websites or the Services, you agree to indemnify and hold harmless BIGTEAMS, its affiliates and contractors, and its and their officers, directors, employees and agents from and against any loss, claim, damage, obligation, liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of any investigation or preparation) arising out of or in connection with any actual or threatened claim, suit, action or proceeding by any person based on or arising out of your breach of the above warranties or any use by you or an account or computer owned by you of the Websites, the Service or the Content or your provision of User Content to BIGTEAMS.

USER CONTENT

Any content, information, material or data, including logos and mascots, that you submit or post via the Customer Site, the Websites, or the Services is referred to in these Terms as "User Content." You retain all copyright to all original User Content you submit to the Customer Site, the Websites, or the Services. You grant us, and anyone authorized by us (including school and school booster clubs), a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any

manner or medium you have in the User Content, in any media known now or in the future. The foregoing grant includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction. Also, in connection with the exercise of these rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate. You understand that the technical processing and transmission of the Customer Site, the Websites, or the Services, including content submitted by you, may involve transmissions over various networks, and may involve changes to the content to conform and adapt it to technical requirements of connecting networks or devices. You acknowledge and agree that you will not post on the Customer Site, the Websites, or the Services any content for which you do not have the clear right to do so and to grant the rights granted above. You further acknowledge and agree that you are solely responsible and liable for any content that you post on the Customer Site, the Websites, or the Services and for any infringement or other liability that may result. You represent and warrant that (i) all User Content is either wholly original to you, or all third party rights therein have been fully cleared for use as contemplated by these Terms, and that you have the right to grant the rights granted herein without violating the rights of any third party; (ii) the User Content and the posting thereof on the Customer Site, the Websites, or the Services does and will not, in any way, violate or breach any of the Terms, the Privacy Policy, or violate or infringe upon the rights of any third party, and (iii) BIGTEAMS shall not in any circumstance be required to pay or incur any sums to any person or entity as a result of its use or exploitation of the User Content unless otherwise agreed by BIGTEAMS. Without limiting the foregoing, BIGTEAMS and the respective school (including booster clubs), school employee, school organization, or site administrators reserves the right to use the User Content as it deems appropriate, including, without limitation, deleting, rejecting, or refusing to post it. Your submission of User Content is subject to the terms our User Agreement. BIGTEAMS and the respective school (including booster

clubs), school employee, school organization, or site administrators shall not be obligated to enforce any form of attribution by third parties and shall not be responsible for any third party use of User Content. By providing content to the Customer Site, the Websites, or the Services, you hereby declare that (a) you have no objection to the publication, use, modification, or deletion and exploitation of the User Content by BIGTEAMS and the respective school (including booster clubs), school employee, school organization, or site administrators; (b) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (c) you forever release BIGTEAMS and the respective school (including booster clubs), school employee, school organization, or site administrators from any claims that you could otherwise assert against BIGTEAMS by virtue of any such moral rights.

BIGTEAMS does not and cannot review the content posted by users on the Customer Site, the Websites, or the Services and is not responsible for such content. However, BIGTEAMS reserves the right to delete, move or edit any content (including content posted in any interactive area) that it may determine, in its discretion, violates or may violate these Terms or is otherwise unacceptable. CUSTOMER shall be responsible for all content posted by CUSTOMER. BIGTEAMS shall have the right, but not the obligation, to correct any errors or omissions in any content, as it may determine in its discretion.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CONTENT PLACED ON THE CUSTOMER SITE OR ANY OF BIGTEAMS' WEBSITES BY CUSTOMER. CUSTOMER WARRANTS THAT IT HAS PROPER AUTHORIZATION FOR PLACEMENT OF ALL CONTENT ON THE CUSTOMER SITE OR ANY OF BIGTEAMS' WEBSITES.

CUSTOMER MAY POST ON THE CUSTOMER SITE ANY CONTENT OWNED BY CUSTOMER, CONTENT FOR WHICH CUSTOMER HAS RECEIVED EXPRESS PERMISSION FROM THE OWNER, AND CONTENT IN THE PUBLIC DOMAIN. CUSTOMER ASSUMES ALL RIGHT AND RESPONSIBILITY FOR DETERMINING WHETHER ANY

CONTENT IS IN THE PUBLIC DOMAIN. CUSTOMER GRANTS TO BIGTEAMS THE RIGHT TO EDIT, COPY, PUBLISH, DISTRIBUTE, TRANSLATE AND OTHERWISE USE IN ANY MEDIUM AND FOR ANY PURPOSE ANY CONTENT THAT CUSTOMER PLACES ON THE CUSTOMER SITE OR ANY OF BIGTEAMS' WEBSITES, WITHOUT COMPENSATION TO CUSTOMER.

ARBITRATION

All claims or disputes under these Terms shall be submitted to final and binding arbitration before the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, for arbitration in the State of Virginia. Judgment upon the award rendered by an arbitrator(s) may be entered in any court having jurisdiction thereof, and, if BIGTEAMS is the party seeking enforcement, BIGTEAMS shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by you as the party against whom enforcement is ordered. Any dispute or portion of a dispute involving intellectual property rights shall not be subject to arbitration and shall be determined by a court of competent jurisdiction as provided herein. Notwithstanding the foregoing, BIGTEAMS shall have the right to initiate an action in a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief in the event you or any third party infringes upon its proprietary rights or breaches or threatens to violate any law through use of the Services. Each party agrees that any dispute resolution proceedings whether in arbitration or in court, will be conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. ADDITIONALLY, IF ANY CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. THESE TERMS DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AMERICAN ARBITRATION ASSOCIATION (AAA) OR BETTER BUSINESS BUREAU (BBB) PROCEDURES OR RULES WOULD. NO CLASS OR

REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER ACTION HELD UNDER THESE TERMS.


To the extent permitted by the law governing this contract, CUSTOMER will indemnify and hold BIGTEAMS harmless for third-party damages stemming from this contract, and will limit damages sought by CUSTOMER to those amounts paid under the contract by either party, which shall not include consequential or punitive damages.

MISCELLANEOUS

The validity, construction and performance of these Terms shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of laws provisions thereof. Any action brought pursuant to these Terms shall be commenced in federal or state court located in Fairfax County, Virginia. The parties hereby consent to personal jurisdiction in the federal and state courts in Fairfax County, Virginia and waive any right to a change of jurisdiction or venue. These Terms constitute the full and entire understanding and agreement between BIGTEAMS and you with respect to your use of the Services and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written, relating to the subject matter hereof, except as may be otherwise agreed. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced and reconstructed to the maximum extent permitted by law. All notices to BIGTEAMS in connection with these Terms shall be provided in writing, and any notice will be deemed to be given on the date it is received. These Terms shall be binding upon either party's successors or assigns. BIGTEAMS reserves the right, in its sole discretion, to change, modify, add or remove any of the terms and conditions contained in these Terms, in whole or in part, at any time. Amendments to these Terms will be effective immediately upon posting of the new Terms on BIGTEAMS'

Websites and by using the Services following the posting of such new Terms, Customer agrees to comply with and be bound by the terms and conditions of the new Terms as revised.

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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
(<https://www.bigteams.com/school-district-website-solution/>)

★ Refer A Colleague

★ Contact

★ About

- BigTeams
(<https://www.bigteams.com/about-high-school-athletics-platform/>)
- Partners
(<https://www.bigteams.com/partner-with-bigteams/>)
- Product Release Notes
(<https://www.bigteams.com/product-release-notes/>)
- Advertise
(<https://www.bigteams.com/advertise-to-reach-high-school-athletes-athletic-directors/>)
- Blog
(<https://www.bigteams.com/blog/>)

LOGIN
(<https://www.bigteams.com/auth/login>)

SALES DEMO (https://www.bigteams.com/auth/login?utm_medium=website&utm_source=referral)

SUPPORT (<https://bigteams.force.com/support/s/>)

PRIVACY POLICY (<https://www.bigteams.com/big-teams-privacy-policy/>)

TERMS OF SERVICE (<https://www.bigteams.com/terms-conditions-big-teams/>)

END USER AGREEMENT (<https://www.bigteams.com/end-user-agreement/>)

SITEMAP (<https://www.bigteams.com/sitemap/>)

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