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**These Terms of Use are effective as of and were last updated on June 15, 2015.**

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#### **YOUR SUBMISSIONS TO OUR SITE**

Our site may allow you to post, disseminate, submit, transmit, host, share and/or publish various materials and information, including without limitation videos, photographs, biographical information and other materials (collectively, "User Materials"). You are solely responsible for your User Materials and the consequences of posting, disseminating, submitting, transmitting, hosting, sharing and/or publishing such User Materials on and/or to our site. You agree that you will not use our site to post, disseminate, submit, transmit, host, share and/or publish material that is protected by copyright, trade secret, patent, trademark and/or other proprietary rights, including without limitation privacy and publicity rights, unless you are the owner of such rights, or you have written permission from the rightful owner of such rights, and you grant us a license, consent and release with respect to such material as provided in these Terms of Use. By using our site and posting, disseminating, submitting, transmitting, hosting, sharing and/or publishing such User Materials on and/or to our site, you represent and warrant that you own the entire right, title and interest in and to such User Materials, including without limitation the copyrights therein and thereto (or you otherwise possess sufficient rights in such User Materials, through a written agreement with the owner(s) of such rights, to grant the license, consent and release herein), and that such User Materials: (i) are original and have not been copied in whole or in part from any other work; and, (ii) do not violate, infringe and/or misappropriate the proprietary rights of any third party, including without limitation privacy and publicity rights. You hereby grant Sport-11 and its agents, attorneys, representatives, predecessors, successors, affiliates, parents, subsidiaries, nominees, licensees, executors, administrators, assigns, media outlets/partners and those acting with authority of the foregoing (collectively, "Sport-11 Parties"), a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable and sublicensable right and license to use, share, reproduce, distribute, prepare derivative works of, publicly display, publicly perform, host, cache, route, transmit, store, reformat, excerpt, edit, archive, index, crawl, create algorithms based on, modify and/or transcode such User Materials, in any and all formats and through any and all means and channels, including without limitation through streaming and downloading technologies, on the Internet, in publications and advertisements, at scouting/recruiting events and in kits distributed to the media. You further hereby irrevocably consent and allow the Sport-11 Parties to use and share the name(s), voice(s), biographical information, appearance(s), likeness(es), features, characteristics, persona(s), form(s) and/or image(s) of, as well as any statement(s) made by or attributed to, all identifiable individual(s) depicted and/or described in such User Materials (collectively "Names and Likenesses"). You also hereby irrevocably waive as against the Sport-11 Parties all moral

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### **COPYRIGHT INFRINGEMENT AND THE DIGITAL MILLENNIUM COPYRIGHT ACT**

Sport-11 respects the valid intellectual property rights of others. We will respond to allegations of copyright infringement with respect to content or materials on our site, including without limitation User Materials, in accordance with the Digital Millennium Copyright Act (the "DMCA") The DMCA provides a process for copyright owners to give notification to online service providers concerning alleged copyright infringement. When Sport-11 receives a valid DMCA notification, we respond by removing (or disabling access to) the allegedly infringing content or materials. After removing such content or materials, Sport-11 will take reasonable steps to contact the owner of the removed content or materials so that a DMCA counter notification may be submitted. After receiving a valid counter notification, Sport-11 generally restores the allegedly infringing content or materials, unless we receive further notice from the copyright owner that a legal action has been filed seeking a court order to restrain the alleged copyright infringer from engaging in the allegedly infringing activity. If you are a copyright owner, or an agent of a copyright owner, and you believe that any content or materials on our site, including without limitation User Materials, violate your copyright, you may submit a notification pursuant to the DMCA by providing our DMCA agent with the following information in writing (please see 17 U.S.C. §512©(3) for further detail): (i) your physical or electronic signature; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit Sport-11 to locate the material; (iv) information reasonably sufficient to permit Sport-11 to contact you, such as an address, telephone number, and, if available, an email address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and, (vi) a 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 the allegedly infringed copyright.

Sport-11's designated agent to receive notifications of claimed copyright infringement under the DMCA is:

Name: Scott Becker  
Address: 1513 Gray Rock Road, Cheseapeake VA 23322  
Fax: (703) 935-2185  
Email: [sbecker@sport-11.com](mailto:sbecker@sport-11.com)

For the purposes of clarification, only notices pursuant to the DMCA should be directed to Sport-11's DMCA agent. All other questions or concerns about our site or these Terms of Use should be directed to Sport-11 as set forth at the end of these Terms of Use. If you believe that your User Materials have been improperly removed because they are not infringing, because you have authorization from the actual copyright owner or the owner's agent and/or because you have the right to use the User Materials under applicable law, you may send a written counter notification to Sport-11's DMCA agent with the following information (please see

17 U.S.C. §512(g)(3) for further detail): (i) your physical or electronic signature; (ii) identification of the User Materials that have been removed or to which access has been disabled and the location(s) at which the User Materials appeared before such User Materials were removed or disabled; (iii) a statement under penalty of perjury that you have a good faith belief that such User Materials were removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (d) your name, address, telephone number and, if available, email address; and, (e) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States, to the jurisdiction of the Federal District Court for the Eastern District of Virginia, and that you will accept service of process from the party that provided notification to Sport-11 of the alleged infringement. If Sport-11's DMCA agent receives a valid counter notification pursuant to the DMCA, we may send a copy of such counter notification to the original complaining party and we may inform such party that we may replace the removed or disabled content in ten (10) business days. Unless Sport-11's DMCA agent receives further notice from the original complaining party that it has filed an action seeking a court order to restrain the allegedly infringing activity, we may replace or re-enable access to the allegedly infringing content or materials not less than ten (10), nor more than fourteen (14), business days after receipt of the valid counter notification.

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#### **RELEASE OF CLAIMS**

You agree to release Sport-11, its affiliates, and third-party service providers, and each associated director, manager, member, employee, agent, and officer, from claims, demands and damages (actual and consequential), of every kind and nature, known and unknown, disclosed or undisclosed, arising out of or in any way connected to your use of the site.

### **ARBITRATION/NO CLASS ACTION**

Except where prohibited by law, as a condition of using this site, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with this site, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator, selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of Virginia, City of Norfolk or the United States District Court. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Virginia, City of Norfolk or the United States District Court. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

### **NOTICE FOR CALIFORNIA USERS (updated March 20, 2015)**

Under California Civil Code Section 1789.3, users of the site from California are entitled to the following rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **SEVERANCE**

Each of the provisions of these Terms of Use shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

### **HOW TO CONTACT US**

Should you have questions or concerns about these Terms of Use, please contact us by mail, phone or email as follows:

Sport-11, Inc.  
Attention: Website Terms of Use  
1513 Gray Rock Road  
Chesapeake, VA 23322  
Phone: 571.446.7972  
Email: FAQ@Sport-11.com