SCOREBREAK TERMS OF SERVICE

Last Updated: Wednesday, June 19, 2024

Thank you for using ScoreBreak! ScoreBreak Inc. or its subsidiaries ("***ScoreBreak***", "***we***", or "***us***") provides its customers with certain software-as-a-service offerings, including, without limitation, a solution that enables its users to record and analyze events in real time, track and manage statistics, and share and edit data (collectively, the "***Service***"). The Terms and conditions and our Privacy Policy, as each may be amended from time to time (collectively, the "***Terms***") govern your access to and use of the Service made available online through our website(s), including scorebreak.io, and any of our applications through whatever platform, including any content, configuration and functionality (collectively, the "***Site***"). Additionally, the relationship between ScoreBreak and your organization may be governed by a separate subscription agreement ("***Subscription Agreement***"). The provisions set forth in a mutually executed Subscription Agreement shall govern and control over any conflicting or contradictory provisions set forth in the Terms.

The Terms constitute a binding contract and are entered into by and between you and ScoreBreak. Please read the Terms carefully before you start to use the Site or the Service. By using the Site or the Service or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound by and abide by the Terms. If you do not accept the Terms, you must not access or use the Site or the Service.

The Site is offered and available to users who reside in the United States or any of its territories and possessions. By using the Site, you represent and warrant that (a) you are eighteen (18) years of age or older or, if you are under eighteen (18) years of age, you either: (i) are an emancipated minor, or (ii) possess legal parental or guardian consent to enter into these Terms and use the Site and Service, and (b) you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

ScoreBreak may at any time in its sole discretion (a) modify the Terms and such modification shall be effective once posted to the Site; (b) change the Site, including eliminating or discontinuing any Services or other feature of the Site; and/or (c) deny or terminate your use of and/or access to the Site. You agree to be bound to any changes to the Terms when you use the Services or access the Site immediately after any modification to the Terms has been posted. It is therefore important that you review the Terms regularly to ensure you are updated as to any changes.

PLEASE READ THE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. USE OF SERVICE.

Eligibility. By using the Services, you represent to us that (a) any information that you submit is truthful, accurate and otherwise owned by (or licensed to) you; (b) your use of the Services does not violate any applicable law, regulation or other legal obligation; and (c) you have the power and authority to enter into the Terms. Use of the Services is void where prohibited.

Registration. You must register with and/or provide certain information to us in order to access certain functionalities of the Site, including the Service. There are two categories of authorized users: (a) a staff user ("***Staff User***"), which has certain administrative capabilities, including the right to edit certain information (for example, a head coach or an assistant coach of a lacrosse team would be a Staff User) and (b) a roster user ("***Roster Users***"), which can only export content, create playlists and videos and compose and send messages (for example, a player on a lacrosse team would be a Roster User). Staff Users and Roster Users are linked to an organization (an "***Organization***", for example, a lacrosse team), and each Organization may be linked with one or more federations, associations or conferences (each, a "***Federation***", for example, NCAA Men's Lacrosse, Division 1 Men's Lacrosse, or the Big 12 Conference for Men's Lacrosse). All applicable Federations may be set forth in the Subscription Agreement with your Organization, but such Federations may change from time to time. Staff Users must register with us through their Organization. Staff Users must then invite Roster Users to access the Site via an access link. Each Staff User acknowledges that the

information added by such Staff User to invite Roster Users represents accurate contact data and that such Staff User have the Roster User's consent to communicate with them on matters relating to the Organization and any applicable Federations. Any Roster User (or any other person) accessing ScoreBreak Services shall be subject to the Terms. You agree not to use the account, username, or access link of another User at any time or share any such information with any third party, unless authorized by ScoreBreak. You agree to notify us immediately if you suspect any unauthorized use of your account. You are solely responsible for any and all uses of your account. Without limiting the generality of the foregoing, a breach of the Terms by one of your authorized users shall constitute a breach of the Terms by you.

In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Any such additional terms are hereby incorporated by reference into the Terms. We reserve the right to decline to provide Services to any person for any or no reason.

Account. Each user may only create and hold one account with us. An Organization may have one or more accounts. You are solely responsible for managing your account. Your account may not be sold, combined or otherwise shared with any other person. You are responsible for any activity that occurs through your account and represent that all information you provide to ScoreBreak upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. To stay active, each Organization must have at least one Staff User. All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

Availability. Although it is ScoreBreak's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. The Services may also be subject to loss of data, deletion of data and conditions that prevent the proper operation of the Services resulting from conditions or events outside the reasonable control of ScoreBreak, and you acknowledge and agree that ScoreBreak is not liable for any damages caused as a result of such interruptions.

2. USER CONTENT.

User Content. Except as provided in the Subscription Agreement or in the Terms, ScoreBreak does not claim any ownership rights in the data, text, files, images, photos, video, sounds, musical works, works of authorship, graphics, profiles, video files, video clips, plays and drill files, email addresses of contacts, schedule events and other materials, including Video Content (collectively, "***Content***") that you post or upload to the Site and/or through the Services ("***User Content***"). After posting or uploading your User Content to the Site and/or through the Services, you continue to retain all your ownership rights in such User Content except as set forth in the Subscription Agreement or in the Terms. You are solely responsible for any third party Content in your User Content and for the use of the User Content, including on our Site and through the Services. We reserve the right to remove such Content, your User Content and/or any other content in our sole and absolute discretion.

License to use User Content. You hereby grant to us and our licensees, distributors, agents, independent contractors, representatives and other authorized users (collectively, the "***ScoreBreak Entities***"), a perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on the Site or any related or affiliated sites, on third party web sites, cable networks and stations, broadband and wireless platforms, and or on any other products and services) for any and all purposes, including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "***User Content License***"). You appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm, fully utilize, or enforce the grant of rights, consents, agreements, assignments and waivers set forth in the Terms.

Sharing User Video Content. If you have elected, through the Site or otherwise, to share your Video Content with other Organizations within your Federation or another Federation, you hereby grant to us a non-exclusive, royalty-free, fully-paid up, sub-licenseable (through multiple tiers), transferable right and license to access, download, use, reproduce, distribute, prepare derivative works, display, and perform any game film, footage, video and video clips, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sounds of the athletes, coaches, and all others appearing in the footage, video, and video clips, and includes all graphics, advertisements, statistics, and data that is uploaded with or added to such footage, video, and video clips, which includes player names and game statistics ("***Video Content***") that are uploaded to the Service and/or Site by you or on your behalf ("***User Video Content***") for the purpose of sharing such User Video Content through the Services and/or Site with such other Organizations within your Federation or another Federation [that you have designated through the Site] and their respective authorized users. [If you desire to terminate the foregoing license, you may do so by contacting ScoreBreak or changing your settings through the Site.]

Receiving Shared Video Content. If your subscription enables you to access Video Content from other Organizations that use the Services ("***Shared Video Content***") through the Site and/or Service, we hereby grant you the non-exclusive, royalty-free, fully-paid up, non-sublicenseable, non-transferable right and license to access, download and use the Shared Video Content solely for your internal business purposes. You further acknowledge and agree that:

- We are a passive conduit for the sharing of such Shared Video Content, and we are authorized to grant you the foregoing rights to access the Shared Video Content under license, and such Shared Video Content is neither generated, owned or controlled by ScoreBreak;

- You will not reproduce, distribute, prepare derivative works, display, or perform such Shared Video Content or otherwise share such Shared Video Content with any other third party, and you will not remove any intellectual property notices, watermarks or electronic tags attached to or embedded in any such Shared Video Content; and

- We may terminate this license at any time and, upon such termination, you will destroy any copies of Shared Video Content that you or your authorized users may have downloaded or otherwise captured from the Site and/or Services.

Representations and Warranties. You represent and warrant to us that:

- you own the User Content or otherwise have the legal right to post or transmit the User Content in accordance with the Terms;

- the posting or other transmission of the User Content on or through the Services or Site or otherwise by ScoreBreak or the ScoreBreak Entities does not violate the privacy rights, publicity rights, intellectual property rights (copyrights, patents, trademarks), contract rights or any other rights of any person or entity;

- without limiting the Terms and to the extent applicable, you have provided your consent to the use of User Content to the applicable Organization or Confederation from which ScoreBreak has obtained, directly or indirectly, such User Content;

- to the extent that any of the User Content on the Site and/or Services features a child of User under the age of 18, User is deemed to have consented to the User Content License on such child's behalf and the foregoing representations with regard to such Content, and such child shall also be deemed to be a User for purposes of the Terms;

- you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of the Terms or the use or enjoyment by us of any of the rights herein granted. You have secured and will maintain all rights necessary for us to use and enjoy the rights herein granted. You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or

convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to us; and

- to the extent any "moral rights," "ancillary rights," or similar rights in or to the User Content exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or the ScoreBreak Entities, and you shall procure the same agreement not to enforce from any others who may possess such rights. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

No Endorsement. You agree that ScoreBreak is not responsible for, and does not endorse User Content posted on the Site or within the Services. ScoreBreak does not have any obligation to prescreen, monitor, edit, or remove any User Content. If your User Content violates the Terms, then you shall be liable for any damages, claims and losses related thereto and indemnify ScoreBreak as further described below.

Storage of User Content. User Content removed from the Service may continue to be stored by ScoreBreak, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. ScoreBreak will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

4. INTELLECTUAL PROPERTY

Reservation of Rights. The Services, the Site and its entire Content (including but not limited to the design, selection, and arrangement thereof) are owned by ScoreBreak, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Terms permit you to use the Site and Services for your personal, non-commercial use only. No right, title, or interest in or to the Services, the Site or any Content is transferred to you, and all rights not expressly granted are reserved by ScoreBreak. Any use of the Site or Services not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.

Limited Right to Use Content. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content. Notwithstanding the foregoing, (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your web browser for display enhancement purposes; and (c) you may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution; *provided, that* (i) you must retain all trademark, copyright, and other proprietary notices contained in the original materials, (ii) you must provide attribution to ScoreBreak, and if possible provide a reference to the Site, (iii) the material must be printed in its entirety without modification, reformatting or adaptation of any kind, (iv) any such copies are subject to the terms and conditions of the Terms and remain the property of ScoreBreak, and (v) you agree to advise any person to whom you share the materials as to the Terms and they must agree to abide by the Terms. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

Restrictions. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose other than through the Services or the Site. Unauthorized use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. You may not use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of ScoreBreak or others. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, your right to use the Services and the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

Trademarks. The ScoreBreak name, the term "ScoreBreak", the ScoreBreak logo, and all related names, logos, product and service names, designs, and slogans are trademarks of ScoreBreak or its affiliates or licensors. You must not use such marks without the prior written permission of ScoreBreak. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply ScoreBreak's affiliation with or endorsement of that party, or that party's sponsorship or endorsement of ScoreBreak and their products or services.

5. DIGITAL MILLENNIUM COPYRIGHT ACT

Reporting Claims of Copyright Infringement. ScoreBreak takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("***DMCA***"), the written notice (the "***DMCA Notice***") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Jordan Hendry

ScoreBreak, Inc.

1165 N. Pennsylvania St, #2A, Denver, CO 80203

1-800-809-2102

support@scorebreak.io

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter Notification Procedures. If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "***Counter Notice***") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.

- An 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 disabled.

- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

Repeat Infringers. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

6. USER CONDUCT.

You agree not to use the Services or the Site to take any action(s) that:

- is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;

- solicits personal information; provides any User telephone numbers, street addresses, last names (other than to the extent that such User's last name is visible from the User Content), URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing", "instant messaging", "phishing", "spimming" or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files;

- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

- involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

- are contrary to ScoreBreak's public image, goodwill, or reputation;

- infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

- express or imply that any of your statements, activities or causes are endorsed by us or any third party, without our or such third party's prior written consent in each instance;

- transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;

- "frame" or "mirror" any part of the Site without our prior written authorization;

- distribute any virus, worm or other similar or deleterious files, scripts or programming routines;

- interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of ScoreBreak or its licensors or suppliers;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission; and/or

- execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Site's servers or any data not intended for you.

Your continued use of the Site and Services are conditioned on not taking any of the foregoing actions.

Further, you agree not to use the Services or the Site to participate in:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;

- advertising to, or solicitation of, any User to buy or sell any products or services through the Services.

You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

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 Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk.

If you become aware of misuse of the Services by any person, please contact ScoreBreak at support@scorebreak.io. ScoreBreak reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Site or Services at any time, for any or no reason, with or without prior notice, and without liability.

7. PRIVACY

You agree to the terms of the ScoreBreak Privacy Policy, as it may be updated from time to time, a copy of which is posted on the Site.

8. LINKS TO OTHER SITES

The Site contains links to web sites not operated or maintained by ScoreBreak. These links are provided solely as a convenience to you and not as an endorsement by ScoreBreak of the contents of such third party web sites. ScoreBreak is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party web sites, you do so at your own risk, and waive any and all claims against ScoreBreak regarding the inclusion of links to outside web sites or your use of those web sites.

9. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SERVICES, THE SITE, ITS CONTENT, AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SCOREBREAK NOR ANY PERSON ASSOCIATED WITH SCOREBREAK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER SCOREBREAK NOR ANYONE ASSOCIATED WITH SCOREBREAK REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SCOREBREAK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SCOREBREAK, ITS AFFILIATES AND SUBSIDIARIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES

LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES.

Some U.S. states and foreign countries do not permit the exclusion or limitation of liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. ScoreBreak makes no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the content of this site and the provisions of the Terms.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless ScoreBreak, its affiliates and subsidiaries, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms or your use of the Services or Site, including, but not limited to, your User Contributions, any use of the Content or other services and products available from the Site, other than as expressly authorized in the Terms, or your use of any information obtained from the Site.

12. GOVERNING LAW AND JURISDICTION

All matters relating to the Site and the Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, the Terms, the Services or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City and County of Denver. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. OTHER MISCELLANEOUS TERMS

Should any clause of the Terms be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. ScoreBreak's failure to expressly enforce any provision of the Terms does not waive its rights to enforce that or any other provision. ScoreBreak may assign, transfer, or delegate the Terms or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion.

14. NCAA REGULATIONS / OTHER REGULATIONS

ScoreBreak is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site, including your use of the 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***"). ScoreBreak 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, ScoreBreak 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.

ScoreBreak does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).

15. Notice for California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.