

PRIVACY POLICY AND YOUR PRIVACY RIGHTS

CountySportsZone.com aggregates, reports, and publishes high school sports information for jurisdictions across the state of Maryland. In this Privacy Policy, “Affiliates” refers to subsidiaries and entities that CountySportsZone.com or its partner sites operate or have an ownership interest.

This Privacy Policy applies only to the information CountySportsZone.com and its Affiliates (collectively, “CSZ,” “we,” or “us” or “our”) collect through the websites, mobile applications, and all other interactive services we provide (hereinafter “the Services”). This Privacy Policy governs the Services regardless of how you access them. Some Services may have a specific, separate Privacy Policy that will govern use of those Services. The Privacy Policy describes:

1. The information we collect and how we collect it;
2. What we do with the information we collect;
3. How we share and disclose user information with third parties;
4. CSZ’s use of online analytics and tailored advertising;
5. How we protect information;
6. Linked sites and advertisements;
7. Use of the Services by users from outside the United States;
8. Use of the Services by children;
9. How to contact us;
10. Your California privacy rights;
11. No rights of third parties; and
12. Changes to this Privacy Policy.
13. Submissions, User Generated Content, DMCA Takedown Notices.

1. The information we collect and how we collect it.

How we collect and store information depends on the websites you visit, the activities in which you participate and the Services you use. You can use some of the Services without providing any information other than that automatically collected as described below.

1.1 Information you provide

We may collect information about you during your use of the Services, including your cell-phone number, email address, and information you provide or post on our Services or allow us to access when you do certain things, such as:

- Enter registration information for one or more of our Services;
- Signup for “Text Alerts”
- Follow us on Twitter or Facebook

When you sign in to your CSZ account or mobile application with your cell phone number or otherwise connect to your CSZ account, you authorize CSZ to collect, store, and use in accordance with this Privacy Policy any and all information available to CSZ through the media interface, including without limitation any information that you have made public in connection with your CSZ account or information that is disclosed as being shared during the sign-in process.

Please be careful and responsible whenever you are online. Should you choose to voluntarily disclose information through the Services that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties.

1.2 Automatically-collected information

1.2.1 Device/usage information

We may automatically collect certain information about the computer or devices (including mobile devices) you use to access the Services. For example, we may collect and analyze information such as (a) IP addresses, geolocation information (as described in the next section below), unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language, operating system, the state or country from which you accessed the Services; and (b) information related to the ways in which you interact with the Services, such as: referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

1.2.2 Location information

We may collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Services), and may use that information to customize the Services with location-based information, advertising, and features. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

1.2.3 Cookies and other electronic technologies

When you use the Services, we use persistent and session cookies and other similar tracking technologies to: (a) analyze the usage of our sites and Services by collecting the information discussed in section 1.2.1 above; (b) control the advertising displayed by the Services, as well as advertisements that may be displayed on other websites or mobile applications. The cookies may reflect de-identified data linked to or derived from data you voluntarily have submitted to us. We and our vendors may also use other Internet technologies, such as Flash technologies, Web beacons or pixel tags, and other similar technologies, to deliver or communicate with cookies and track your use of the Services, as well as serve you ads when you are on other websites or the Internet when those cookies can be accessed. We also may include Web beacons in e-mail messages or newsletters to determine whether the message has been opened and for other analytics. As we adopt additional technologies, we may also gather additional information through other methods.

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of the Services. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove flash cookies.

1.3 Information from third parties

We may obtain additional information about you from third parties such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third parties and information derived from any other subscription, product, or service we provide.

1.4 Aggregate or de-identified data

We may aggregate and/or de-identify information collected by the Services or via other means so that the information is not intended to identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation for any purpose.

2. What we do with the information we collect.

We use the information that we collect for the following purposes:

- For the purposes for which you provided it;
- To send you information about your relationship or transactions with us;
- To send you alerts or other communications via SMS messages or other media or networks;
- To notify you about new features of the Services, special events, or products, services, and special offers;
- To process and respond to your inquiries;
- To contact you with information that we believe will be of interest to you;
- To generate and review reports and data about our user base and Service usage patterns;
- To perform analytics and research aimed at improving the accuracy, effectiveness, usability, or popularity of the Services;
- To improve the content and features of the Services or develop new Services;
- To allow us to personalize the content and advertising that you see on the Services and to understand how users interact with and use our advertisements and Services;
- To enforce the legal terms that govern your use of the Services; and
- To administer and troubleshoot the Services.

3. How we share and disclose user information with third parties.

We will make your information available to other companies, websites, applications or people in the circumstances described below:

- We may rent, sell, or share your information with non-affiliated third parties: (a) in order to provide services or products that you have requested; (b) when we have your permission; or (c) as described in this Privacy Policy.
- We may disclose your information in response to any subpoenas, court orders, or other legal process we receive, or to establish or exercise our legal rights or to defend against legal claims.
- We may share your information with third-party advertisers and advertising networks or others with whom we have a contractual relationship.
- We may disclose your information when we believe in good faith that such disclosure is appropriate in order to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of this Privacy Policy or the Terms of Service for the Services you accessed, and/or to protect the rights and property of CSZ, our employees, users and the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.
- We may share your information in connection with any merger, reorganization, a sale of some or all CSZ assets, or a financing or acquisition of all or a portion of our business by another company.
- We may aggregate and/or de-identify your information so that the information no longer relates to you individually. Our use and disclosure of such aggregated or de-identified information is not subject to this Privacy Policy, and may be disclosed to others without limitation and for any purpose.

4. CSZ's use of online analytics and tailored advertising.

4.1 Online analytics

We may use third-party web analytics services on our Services. These service providers use the sort of technology described in Section 1.2 to help us analyze how users use the Services, including by noting the third-party website from which you arrive. The information (including your IP address) collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services. We also use these services for certain purposes related to advertising, as described in the following section.

4.2 Tailored advertising

When you use the Service, CSZ may serve you with ads based on various factors such as the content of the page you are visiting, information you provide such as your age or gender, your searches, demographic data, user-generated content and other information that you provide to us. These ads may be based on your current activity or your activity over time and may be tailored to your interests.

Also, third parties whose products or services are accessible or advertised via the Services may also place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about your use of the Services in order to (a) inform, optimize, and serve ads based on past visits to our websites and other sites and (b) report how our ad impressions, other uses of ad services, and interactions with these ad impressions and

ad services are related to visits to our websites and use of our Services. We also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, DoubleClick and others) to serve tailored ads to you on the Services, and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Services.

We neither have access to, nor does this Privacy Policy govern, the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Services by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third parties. Those parties that use these technologies may offer you a way to opt out of ad targeting as described below.

You may receive tailored advertising on your computer through a web browser. If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising, you may visit the [Network Advertising Initiative's Consumer Opt-Out link](#), the [Digital Advertising Alliance's Consumer Opt-Out link](#) or [TRUSTe's Advertising Choices Page](#) to opt-out of receiving tailored advertising from companies that participate in those programs.

To opt out of Google Analytics for display advertising or customize Google display network ads, you can visit the [Google Ads Settings](#) page. Please note that to the extent advertising technology is integrated into the Services, you may still receive advertisements even if you opt-out of tailored advertising. In that case, the ads will just not be tailored. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

When using a mobile application you may also receive tailored in-application advertisements. Each operating system, iOS for Apple phones, Android for Android devices and Windows for Microsoft devices provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertisements. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or contact the applicable platform operator.

5. How we protect information.

We have implemented reasonable administrative, technical, and physical security measures to protect against the unauthorized access, destruction or alteration of your information. These safeguards vary based on the sensitivity of the information that we collect, process and store and the current state of technology.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Policy.

6. Linked sites and advertisements.

The Services may contain links to third-party websites. We are not responsible for the privacy practices or the content of those third-party websites.

We have relationships with third-party providers to provide content, products, services, and functionality through the Services. When you visit sites or use any Services provided in conjunction with one or more of these third-party providers and the brands of those providers appear on the site or Services in connection with such content, products, services, or functionalities, we may share any information you provide or that is collected during your use of those Services with those providers. In some cases, the provider may collect information from you directly, in which case the provider's privacy policy (which may differ from this Privacy Policy) would apply. If you have any questions regarding the privacy policy of any of our providers, you should contact the provider directly for more information.

7. Use of the Services by users from outside the United States.

The Services are hosted in the United States and are governed by United States law. If you are using the Services from outside the United States, please be aware that your information may be transferred to, stored and processed in the United States where our servers are located and our databases are operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Services, you consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in our Privacy Policy.

8. Use of the Services by children.

The Services are not intended for persons under the age of 13. We require that only persons 13 years of age or older use the Services. By using the Services, you hereby represent that you are at least 13 years old.

9. How to contact us.

If you have any questions, comments, or concerns regarding our Privacy Policy or practices, please send an email to contactus@countysportszone.com

10. Your California privacy rights.

California law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties. If you are a California resident and would like to request this information, please submit your request in an email to contactus@countysportszone.com

11. No rights of third parties.

This Privacy Policy does not create rights enforceable by third parties.

12. Changes to this Privacy Policy.

CountySportsZone.com reserves the right to change this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. Please check this page periodically for changes. Your continued use of the Services following the posting of changes to this Privacy Policy will mean you accept those changes.

13. Submissions, User Generated Content, DMCA Takedown Notices.

The Services may allow you to submit or post content, including but not limited to text, images, videos, and audio (collectively referred to as "User Generated Content" or "UGC"). By submitting UGC to the Services, you grant CountySportsZone.com a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such UGC in connection with the operation of the Services and CountySportsZone.com's (and its successor's) business, including without limitation, for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any UGC that you submit. You agree that you will not submit any UGC that is infringing, defamatory, obscene, pornographic, or otherwise illegal.

CountySportsZone.com respects the intellectual property rights of others and expects its users to do the same. If you believe that any UGC on the Services infringes your copyright, you may submit a written notification of claimed infringement to CountySportsZone.com's designated agent for DMCA takedown notices. To be effective, the notification must include:

- 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.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit CountySportsZone.com to locate the material.
- Information reasonably sufficient to permit CountySportsZone.com to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- 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.
- 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 an exclusive right that is allegedly infringed.

DMCA takedown notices should be sent to the following email address: contactus@countysportszone.com. CountySportsZone.com will respond to all DMCA takedown notices in accordance with applicable law.

Terms of Service

1. These Terms of Use Are a Contract Between You and Us

A. Binding Contract. These terms of use (“**Agreement**”) are a contract between you and County Sports Zone. Other than as expressly stated herein, there are no third-party beneficiaries of this Contract.

B. Agreement. You represent to County Sports Zone that you have read, understood, and expressly agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein, whether you have created a County Sports Zone account (and agree to this Agreement at the time you created that account) or whether you simply browse, use, or access a County Sports Zone Product offered directly by County Sports Zone or through a third party (and agree to this Agreement when you browse, use, or access any aspect of the County Sports Zone Product). If you do not agree to the Agreement, you may not use the County Sports Zone Products.

C. Supplemental Terms. This Agreement governs the County Sports Zone Products in general. More specific and/or supplemental terms and conditions may apply to some Products, including but not limited to, a particular contest, sweepstakes or promotion, software, application, promotional code, service or other activity; availability of certain merchandise, content, programs, or other activities; conditions or other limitations to the County Sports Zone Products for users under certain ages; and/or specific terms or restrictions that may accompany certain territories, programs, content, products, websites, applications or other software. Any supplemental terms and conditions are in addition to this Agreement and, in the event of a conflict, the supplemental terms will prevail over this Agreement. If you do not agree to the applicable supplemental terms and conditions disclosed, you may not use the County Sports Zone Product.

D. Amendments. We may need to make changes to any portion of this Agreement from time to time and for many reasons, including to reflect updates to the County Sports Zone Products or changes in law. If we make a material change to this Agreement, it will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amended terms through the County Sports Zone Products, the third party that makes County Sports Zone Products available to you, or at CountySports.Zone. You are responsible for periodically reviewing this Agreement for updates and amendments. By continuing to use the County Sports Zone Products you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to this Agreement, you must discontinue using the County Sports Zone Products. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

E. Accounts. Some County Sports Zone Products permit or require you to create an account to participate or to secure additional benefits. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

F. Passwords and Security. You agree that you will not share your account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and

password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the County Sports Zone Products.

G. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

H. Termination or Suspension. We may terminate or suspend your access to any County Sports Zone Products, and/or terminate this Agreement subject to the survival of terms as provided below, if required by law, or if we have objective reason to believe you have used the County Sports Zone Products in violation of any provision of this Agreement or any supplemental terms, and/or if you engage in or encourage infringement or any other illegal conduct as it relates to your use of the County Sports Zone Products.

2. License Grant and Restrictions

The County Sports Zone Products, including, but not limited to, movies, television shows, entertainment or informational programming, trailers, bonus material, scripts, code, images and artwork, are our copyrighted, patented or trademarked property or the copyrighted, patented or trademarked property of our licensors and all copyrights, trademarks, service marks, trade names, trade dress, patents and other intellectual property rights in the County Sports Zone Products are owned by us or our licensors (who may be third-party beneficiaries of this contract) and protected by the copyright, trademark, patent and other laws of the United States and international treaties.

A. Consumer License. If a County Sports Zone Product, or third party providing County Sports Zone Products subject to this Agreement, is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use in the United States such software, content, virtual item or other material for your personal, noncommercial use only, only for as long as that County Sports Zone Product is made available to you by us, or an authorized third party, and only in accordance with this Agreement and/or the specific terms that apply to that County Sports Zone Product, with no right to reproduce, distribute, communicate to the public, make available to the public, or transform any County Sports Zone Product, in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated within the County Sports Zone Product). This is a license agreement and not an agreement for sale or assignment of any rights in the County Sports Zone Products. Except as we specifically agree in writing, no element of the County Sports Zone Products may be used or exploited in any way other than as part of the authorized Product made available to you. You may own the physical media on which elements of the County Sports Zone Products are made available to you, but we retain full and complete ownership of the County Sports Zone intellectual property. We do not transfer title to any portion of the County Sports Zone websites, software, applications, content, virtual items or other materials and/or services to you. Likewise, the purchase of a license to use any County Sports Zone Product does not create an ownership interest in the County Sports Zone websites, software, applications, content, virtual items or other materials and/or services.

B. Restrictions on Your Use of County Sports Zone's Products. You agree that as a condition of your license, you will not:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the County Sports Zone Product;
- ii. copy the County Sports Zone Product (except as expressly permitted by us);
- iii. rebroadcast, transmit or perform the County Sports Zone Product;
- iv. create derivative works of the County Sports Zone Product or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;
- v. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the County Sports Zone Products and/or the video player(s), underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player(s);
- vi. modify the County Sports Zone Products, including, but not limited to, by removing identification, copyright or other proprietary notices from the County Sports Zone Products, or by framing, mirroring, or utilizing similar techniques;
- vii. access or use the County Sports Zone Products in a manner that suggests an association with our products, services or brands;
- viii. use the County Sports Zone Products for any commercial or business related use or build a business utilizing the Products, whether or not for profit;
- ix. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the County Sports Zone Products;
- x. access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the County Sports Zone Products using a robot, spider, scraper or other automated means or manual process without our express written permission;
- xi. damage, disable, overburden or impair the County Sports Zone Products;
- xii. use the County Sports Zone Products in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement; and
- xiii. allow third parties to violate the above restrictions.

C. Violation. Any attempt to perform any of the restricted actions listed above is a violation of the rights of County Sports Zone and/or the intellectual property rights holder.

D. Export Controls. You may not access or use any County Sports Zone Product in violation of [United States export control and economic sanctions requirements](#). By acquiring services, content or software through the County Sports Zone Products, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

3. Usage Rules

A. Changes to the County Sports Zone Products. The County Sports Zone Products are constantly evolving and will change over time. We reserve the right to make such changes or, if necessary, discontinue County Sports Zone Products. If required by law, we may also need to suspend, restrict, or terminate your access to County Sports Zone Products.

B. Third-Party Services or Platforms. The County Sports Zone Products may integrate, be integrated into, or be provided in connection with third-party websites, services, applications, platforms, and/or content. We do not control those third-parties or the products they make available. You should read the terms of use agreements and privacy policies that apply to such third-party products. If you access a County Sports Zone Product using an Apple iOS, Android or Microsoft Windows-powered device or Microsoft Xbox One, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary of this contract. However, these third-party beneficiaries are not a party to this contract. You agree that your access to the County Sports Zone Products using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You represent to County Sports Zone that you have read and agreed to those terms.

C. Internet, Browser and System Requirements. You may need a high speed Internet connection and/or minimum system and/or browser requirements to access and use certain aspects of the County Sports Zone Products. You are required to review the minimum requirements necessary for use of the specific Product.

D. Mobile Networks. When you access the County Sports Zone Products through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Products may be prohibited or restricted by your network provider and not all Products may work with your network provider or device.

E. Consent to Messages. When you use the County Sports Zone Products, you may be given the opportunity to consent to receive communications from us through email, text, and/or mobile push notifications. Standard text and calling rates will apply. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. You can opt out of promotional communications by following the "Unsubscribe" directions for emails, through the settings of the County Sports Zone Product, or, if via text message, by responding STOP. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE County Sports Zone PRODUCTS.

F. App Permissions. When you use the County Sports Zone Products, you may grant certain permissions to us for your device and/or accounts. Most mobile device platforms provide additional information regarding these permissions and how, if possible, to changes your permission settings. By downloading, installing or using the County Sports Zone Products, you agree to receive automatic software updates (as applicable).

G. Informational and Entertainment Purposes. You understand that the County Sports Zone Products are for your personal, noncommercial use and are intended for informational and entertainment purposes only; the content available does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

H. Commercial, Marketing, or Branding Use Prohibited. Except as expressly licensed, we do not allow uses of the County Sports Zone Products, or other County Sports Zone intellectual property, that are commercial

or business-related, including used in marketing or branding, or that advertise or offer to sell or promote products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations).

I. Malware. You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage any County Sports Zone Product or connected network, or interfere with any person or entity's use or enjoyment of any County Sports Zone Product. You agree not to use any software or device that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client and you agree not to cheat or otherwise modify a County Sports Zone Product or game experience to create an advantage for one user over another.

J. Simulated Activity. You understand that to support smooth operation of the County Sports Zone Products across wide geographic areas, aspects of certain activities, such as game play, may be simulated to avoid delays.

K. Affiliate Advertising Programs. County Sports Zone is a participant in affiliate advertising programs designed to provide a means for websites, apps, or services to earn advertising fees by advertising and linking to third party retail sites. For further information, please refer to our Privacy Policy.

4. Contests, Sweepstakes and Promotions

Contests, sweepstakes and other similar promotions that you enter on a County Sports Zone Product or in connection with County Sports Zone Products integrated with a third-party website, service, application, platform, and/or content ("**County Sports Zone Promotions**") may be subject to official rules and/or conditions that are supplemental to this Agreement, and which may provide details governing the County Sports Zone Promotion such as eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in any County Sports Zone Promotion, please first review the applicable official rules and/or conditions. If a County Sports Zone Promotion's official rules and/or conditions conflict with this Agreement, the provisions contained in the official rules and/or conditions govern and control the County Sports Zone Promotion. Your entry to a County Sports Zone Promotion constitutes User Generated Content and is subject to all provisions of this Agreement that govern your submission and our use of your User Generated Content.

5. Disclaimers and Limitation on Liability

THE COUNTY SPORTS ZONE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

PLEASE REFER TO THE HELP SECTION OF THE APPLICABLE County Sports Zone PRODUCT FOR ASSISTANCE IF A County Sports Zone PRODUCT IS NOT WORKING PROPERLY. It is your responsibility to ensure you follow installation instructions, have the minimum system requirements, update software as recommended, and consult our customer service resources if you encounter a problem with the County Sports Zone Products.

We shall not be liable for delay or failure in performance for causes beyond our control or any other damage which does not result from a breach of our obligations under this Agreement.

We are not liable for business losses. We only supply products for your personal, non-commercial, and domestic use. If you use the products for any other purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or similar loss.

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE County Sports Zone PRODUCT(S), OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).

6. Submissions, User Generated Content, DMCA Takedown Notices

A. Submissions and Unsolicited Ideas Policies. Our long-standing company policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.

B. User Generated Content. The County Sports Zone Products may ask for or allow you to communicate, submit, upload or otherwise make available text, chats, images, audio, video, contest entries or other content (“**User Generated Content**”), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. Whether a County Sports Zone Product made available by us or in connection with County Sports Zone Products appears on a County Sports Zone website, service and/or platform or is integrated with a third-party website, service, application, and/or platform, you may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

In most instances, we do not claim ownership of your User Generated Content; however, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights for the full duration of those rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, transform, adapt, translate, create derivative works based upon, publicly perform, publicly communicate, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the County Sports Zone Products and on third-party websites, services, applications, and/or platforms), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, without attribution (to the extent this is not contrary to mandatory provisions

of applicable law), and without the requirement of permission from or payment to you or any other person or entity. You agree that submission of User Generated Content does not establish any relationship of trust and confidence between you and us, and that you have no expectation of compensation whatsoever (except as may be specifically stated in the provisions of the County Sports Zone Products in connection with the submission, or arising from it).

You represent and warrant that your User Generated Content conforms to this Agreement and that you own or have the necessary rights and permissions including, without limitation, all copyrights, music rights and likeness rights (with respect to any person) contained in the User Generated Content, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by this Agreement; and you agree to indemnify and hold us harmless from any claims or expenses (including attorneys' fees) by any third party arising out of or in connection with our use and exploitation of your User Generated Content resulting from your breach of this Agreement. You also agree to waive and not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement to waive and not to enforce from others who may possess such rights.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a non-exclusive license to create a derivative work using the specifically referenced copyrighted works as required for the sole purpose of creating such a work, provided that such license shall be conditioned upon your assignment to us of all rights worldwide in the work you create for the duration of copyright in the User Generated Content, in all formats and media known or unknown to date, including for use on County Sports Zone Products and on third party sites and platforms. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We may monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a County Sports Zone Product, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to this Agreement, without prior notice to you. We may terminate your account and access to the County Sports Zone Products if your User Generated Content violates this Agreement, including unlawful postings or content, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

C. Claims of Copyright Infringement. We will respond expeditiously to claims of copyright infringement committed using the County Sports Zone Products that are reported to our designated copyright agent, in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) or, as applicable, other laws. With respect to County Sports Zone Products hosted in the United States, these notices must include the required information set forth in the DMCA and described in detail.

7. Additional Provisions

A. Choice of Forum. You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in either Los Angeles, California or the borough of Manhattan, New York, New York, United States

of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

B. Choice of Law. This Agreement is governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

C. Severability. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

D. Survival. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination, including but not limited to the restrictions, disclaimers, limitations, our rights to use submitted content, and rules regarding dispute resolution in Section 2, 3, 6, 7 and 8 as well as the general provisions in this Section 9.

E. Waiver. No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.