

# Terms Of Use

**1. Introduction.** KemperSports Management, Inc. ("KSM"; "we"; or "us") makes this web site (the "Site") publicly available for the purpose of providing information about our products and services and the opportunities we offer. We appreciate your visit.

**2. Terms of Use.** These Web Site Terms of Use ("Agreement") describe the terms and conditions applicable to your use of the Site. Your use of this Site constitutes your acceptance and agreement to be bound by this Agreement. We reserve the right to modify this Agreement at any time without prior notice by posting a modified version of this Agreement online.

**3. Use of Site.** You may use the Site and the information presented on it (the "Content") solely for the purpose of learning about KSM and its affiliates and business partners' products and services and for communicating with KSM or its affiliates or business partners regarding same or regarding opportunities offered by them, such as employment. You may use the Site and Content only for lawful purposes. You agree not to take any action that might compromise the security of the Site or Content, render the Site or Content inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Site or Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site or Content in any manner that might interfere with the rights of third parties.

**4. Ownership of the Site and Intellectual Property Rights.** KSM or its licensors owns all rights, title and interest in and to the Site and to all Content. This Agreement does not confer upon you any ownership rights to the Site or Content or any part of it, nor to any Content or any third party content or materials contained on the Site. All elements of the Site and Content are protected by U.S. Copyright Law and international treaties, and belong to KSM or its licensors. You agree that you will not at any time do or knowingly permit to be done any act or thing that would in any way impair the rights of KSM or its licensors in and to the Site or Content. The trademarks, logos and service marks displayed on the Site, including KemperSports, True to the Game, and associated graphic logos, are registered or common law trademarks or service marks of KSM, which may not be used without prior written consent. No right to use any of these marks is conveyed by KSM.

**5. Links to Third-Party Web Sites.** Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by KSM of the third party, the third party web site, or the information contained therein. KSM is not responsible for the availability of any such third party web sites, nor liable for any such site or the content thereon. If you use the links to the web sites of KSM affiliates or business partners or co-venturers, you will leave the Site, and will be subject to the terms of use and privacy policy applicable to those third party sites.

**6. Linking to this Site.** If you would like to link to the Site, you may do so, but you may not connect or link to any page on the Site without also linking to the Site's home page. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

**7. Indemnification.** You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless KSM, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Site from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of this Agreement.

**8. Information Supplied by You.** KSM does not want to receive confidential or proprietary information from you via the Site. You agree that any material, information, or data you transmit to us (or post to the Site) will be considered non-confidential and non-proprietary. If you supply or post any information or material to the Site, you represent and warrant that you have the legal right to supply or post such information or material and that it will not violate any law or the rights of any person or entity. By supplying or posting information or material on the Site, you give KSM the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from it, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

**9. User Name and Password Security.** If KSM makes available certain areas of the Site or Content solely to users having an authorized user name and password, you are responsible for maintaining the confidentiality of your user name and password information, and for restricting access to your computer. You accept responsibility for all activities that occur under your user name and password.

10. Notification Under Digital Millennium Copyright Act.

10.1 Notification to KSM of Copyright Infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please notify KSM's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

Copyright Agent/Legal Dep't.  
KemperSports Management, Inc.  
500 Skokie Boulevard, Suite 444  
Northbrook, IL 60062  
Email: info@kempersports.com

Please provide our Agent with written notice that includes substantially the following,

pursuant to Sec. 512(c)(3) of the U.S. Copyright Act:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. 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 us to locate the material (please provide us with the URL of the specific web page(s)).
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has 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.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

KSM will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

Please also note that, pursuant to Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

10.2 Counter-Notification Regarding Allegation of Copyright Infringement. If you choose to send us a counter-notice in response to a notice of copyright infringement, in order to be effective it must be in writing and sent to KSM's designated Copyright Agent identified above. Such counter-notice must include substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- i. Your physical or electronic signature.
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please provide us with the URL of the specific web page(s)).
- iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- iv. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

Please be advised that, pursuant to Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## 11. Damages Disclaimer; Limitation of Liability.

11.1 While KSM uses reasonable efforts to include and provide accurate and up-to-date information through the Site and in the Content, KSM makes no warranties or representations as to the accuracy of the Content and assume no liability or responsibility for any error or omission in the Content. KSM does not represent or warrant that use of any Content will not infringe rights of third parties. KSM has no responsibility for actions of third parties or for information or content provided by others.

11.2 USE OF THE SITE IS AT YOUR OWN RISK. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER KSM, NOR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, JOINT VENTURERS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SITE, THE CONTENT, ANY ADVERTISING MATERIAL, INFORMATION, PRODUCTS, SERVICES OR OTHER WEB SITE AVAILABLE ON OR THROUGH THE SITE, AND/OR THE RESULTS THAT MAY BE OBTAINED FROM USE THEREOF. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES THAT THE SITE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, ARE SPECIFICALLY DISCLAIMED. NEITHER KSM, NOR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, JOINT VENTURERS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, ARE RESPONSIBLE OR LIABLE FOR ANY INFORMATION OR CONTENT SUPPLIED OR POSTED BY THIRD PARTIES, THE ACTIONS OF ANY THIRD PARTY, OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

11.3 IN NO EVENT SHALL KSM, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, JOINT VENTURERS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE CONTENT OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KSM, ITS PARENT

COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, JOINT VENTURERS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, BE LIABLE FOR ANY AMOUNT FOR DIRECT DAMAGES IN EXCESS OF \$100.

12. Discontinuation of Service. KSM may modify, suspend, discontinue or restrict the use of any portion of the Site, including the availability of any portion of the Content at any time, without notice or liability. KSM may deny access to any user at any time for any reason.

13. Miscellaneous. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including this paragraph. This Agreement is not assignable, transferable or sublicensable by you except with KSM's prior written consent. You agree that no joint venture, partnership, employment, or agency relationship exists between you and KSM as a result of this Agreement or use of the Site. KSM's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of KSM's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by KSM with respect to such use. If any part of this Agreement or specific language is determined to be invalid or unenforceable pursuant to applicable law, including the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision or the specific language thereof will be deemed superseded by a valid, enforceable provision or specific language that most closely matches the intent of the original provision or language and the remainder of the Agreement shall continue in effect. Neither party to this Agreement will be liable to the other by reason of failure in performance of this Agreement if the failure arises out of any cause beyond the reasonable control of that party. No cause of action arising out of the use of the Site or this Agreement may be instituted by you more than six (6) months after the cause of action first accrues. The terms "you" and "your" include individuals, corporations, partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." Notice provided by electronic means, to the extent permitted by this Agreement, shall be deemed to constitute written notice. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any other document executed and delivered by either party in connection with the transactions contemplated by this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement. No provision hereof shall be deemed waived by KSM unless such waiver shall be in writing and signed by KSM or a duly authorized representative of KSM. Both parties agree that this Agreement, and any other documents expressly incorporated herein, contain the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancel all previous or contemporaneous written and oral agreements, communications and

other understandings relating to the subject matter of this Agreement. Upon expiration or termination of this Agreement for any reason, all provisions protecting the intellectual property of KSM, warranty disclaimers, damages disclaimers, limitations on liability, license grants and all other provisions for which survival is equitable or appropriate, shall survive. You agree no claim subject to this Agreement or arising or related to your use of the Sites may be brought as a class action. In the case of a conflict between these terms and the terms of any electronic or machine readable statement or policy provided to you via the Site, this Agreement shall control. Similarly, in case of a conflict between these terms and our Privacy Policy, this Agreement shall control. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. KSM may at any time assign, convey, sell or otherwise transfer any or all of its rights and obligations under this Agreement to any third party or affiliate. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. This Agreement is governed by the laws of the State of Illinois, U.S.A. You hereby consent to the exclusive jurisdiction, including personal jurisdiction, and venue of the State and Federal courts in Cook County, Illinois, in all matters arising out of or relating to the use of the Site and this Agreement.

End of Agreement.

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