

HoopSource - Terms of Use

These terms of use (the "**Terms**") govern your access to and use of HOOPSOURCE's website, www.hoopsourcebasketball.com ("**Site**"). By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with HOOPSOURCE Basketball, LLC, headquartered in Portland, Oregon ("**HOOPSOURCE**").

1. DEFINITIONS

A. Parties

"**You**" and "**your**" refer to you, as a user of the Site. A "**user**" is someone who accesses, browses, creates an account, such as a Player, a Parent, or a Supporter, or in any other way uses the Site. "**We**," "**us**," and "**our**" refer to HOOPSOURCE.

B. Content

"**Content**" means text, images, photos, audio, video, and all other forms of data or communication. "**Your Content**" or "**User Content**" means Content that you, the user, submit or transmit to, through, or in connection with the Site, such as publicly displayed biographical information, including photographs, videos, team descriptions, comments, or any other form of written or visual data or communication, including your account profile. "**HOOPSOURCE Content**" means Content that we create and make available in connection with the Site. "**Third Party Content**" means Content that originates from parties other than HOOPSOURCE or its users, which is made available in connection with the Site. "**Site Content**" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and HOOPSOURCE Content.

2. CHANGES TO THE TERMS OF USE

We may modify these Terms from time to time. You understand and agree that your access to or use of the Site is governed by the Terms effective at the time of your access to or use of the Site. If we make material changes to these Terms, we will notify you by email or by posting a notice on the Site prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. **You understand and agree that your continued access to or use of the Site indicates your acceptance of the modifications.**

3. TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with HOOPSOURCE, and any inconsistencies among the different versions will be resolved in favor of the English version.

4. USING THE SITE

A. Eligibility

To access or use the Site, to create a user profile, whether as a coach, a parent, a Player, or a Supporter, you must be 18 years or older and have the legal authority to enter into these Terms. You may not access or use the Site if we have previously banned you from the Site or closed your account.

B. Permission to Use the Site

We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. We'll strive to eliminate such content, but be aware that some inappropriate content may slip through or that some people may link to external sites on which offensive content resides.

C. Site Availability

The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

D. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

Your account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself, including your true name, to bolster your credibility as a contributor to the Site. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with HOOPSOURCE. Please read our Privacy Policy for more information.

E. Communications from HOOPSOURCE and other Users

By creating an account, you agree to receive certain communications in connection with the Site. For example, you might receive communication with updates, deadlines, etc. As a Supporter, you might receive newsletters, HOOPSOURCE email updates, or other forms of communication associated with your account, including newsletters, email updates, or other forms of communication from HOOPSOURCE and/or the teams for which you have supported throughout the event.

F. Passwords

You are responsible for safeguarding the password that you use to access your account and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and when you create your account on the Site, we'll prompt you to create a strong password. HOOPSOURCE cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

5. Content on the Site

A. Responsibility for Content

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who created, posted, and/or transmitted such Content. While we reserve the right to monitor, edit, or remove Content posted on the Site, we also may not always monitor or control the Content posted on the Site and, we cannot take responsibility for all Content at all times. Any use or reliance on any Content or materials posted on the Site or obtained by you through the Site is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted on the Site or endorse any opinions expressed on the Site. You understand that by using the Site, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will HOOPSOURCE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available on the Site or broadcast elsewhere.

B. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sub-licensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against HOOPSOURCE and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

C. Ownership

You, the user, retain whatever ownership, license, or other rights you may have in Content. HOOPSOURCE owns all HOOPSOURCE Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("**IP Rights**") associated with the HOOPSOURCE Content and the Site as a whole, which are protected by copyright, trade dress, patent, trademark laws and other applicable intellectual and proprietary rights and laws. Because we own the IP Rights, you, the user, may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Site Content (other than Your Content) in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the HOOPSOURCE Content are retained by us.

D. Advertising

HOOPSOURCE and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

E. Other

Site Content does not necessarily reflect the opinion of HOOPSOURCE. We reserve the right to remove, screen, edit, or reinstate Site Content from time to time at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove Your Content if we believe it to be offensive, inappropriate, in violation of a third party's IP Rights, or for any other reason. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

6. RESTRICTIONS

We are not obligated to enforce these Terms on your behalf against another user. You may report violations of these Terms to us; however, action will be taken or not taken at our sole discretion.

A. You agree not to, and will not assist, encourage, or enable others to use the Site to:

- i. Create a fake, defamatory, or inappropriate Team or Coach account (e.g., don't say you're Michael Jordan the Hall of Famer, unless you are Michael Jordan the Hall of Famer; don't come up with some name that's just a bunch of curse words—that's just not funny or permitted)
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted by HOOPSOURCE;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

B. You also agree not to, and will not assist, encourage, or enable others to:

- i. Violate the Terms;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by HOOPSOURCE;

- iii. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- iv. Reverse engineer any portion of the Site;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- viii. Reformat or frame any portion of the Site;
- ix. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on HOOPSOURCE's technology infrastructure or otherwise make excessive traffic demands of the Site;
- x. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- xi. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- xii. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- xiii. Use the Site to violate the security of any computer network, crack passwords or security encryption codes, or disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content;
or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above apply only to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) and agree to provide any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

7. GUIDELINES AND POLICIES

A. Content Guidelines

You agree that you will abide by the HOOPSOURCE Rules and HOOPSOURCE's Participant Agreement (if you're a Participant), and that you will not violate these Terms, including by the creation of false accounts, the misuse of other's names and likenesses, or otherwise abusing the Site and the HOOPSOURCE system.

B. Privacy

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action with respect suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

8. THIRD PARTIES

The Site may include links to other websites or applications (each, a "**Third Party Site**"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

9. INDEMNITY

You agree to indemnify, defend, and hold HOOPSOURCE, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**HOOPSOURCE Entities**") harmless from and against any claims, demands, suits, liabilities, damages, losses, or costs (including without limitation reasonable attorneys' fees) arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. HOOPSOURCE reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of HOOPSOURCE. HOOPSOURCE will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE LIABILITY OF THE HOOPSOURCE ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW APPLIES ONLY UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE THAT MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE HOOPSOURCE ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE HOOPSOURCE ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE HOOPSOURCE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR

EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE INFORMATION FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.

B. THE HOOPSOURCE ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE HOOPSOURCE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.

C. THE HOOPSOURCE ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE HOOPSOURCE ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.

E. THE HOOPSOURCE ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE HOOPSOURCE ENTITIES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

F. THE HOOPSOURCE ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

G. THE HOOPSOURCE ENTITIES MAKE NO REPRESENTATION THAT THE SITE OR SITE CONTENT IS APPROPRIATE OR AVAILABLE USE IN LOCATIONS OUTSIDE THE UNITED STATES, AND ACCESSING THEM IS PROHIBITED IN TERRITORIES WHERE VIEWING OR DOWNLOADING THE SITE CONTENT IS IN VIOLATION OF LOCAL LAW. THOSE WHO CHOOSE TO ACCESS THE SITE FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

12. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please send us the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- ii. identification of the copyrighted work that you claim to have been infringed, or, if multiple copyrighted works are covered by your notice, a representative list of such works;
- iii. identification of the content that you claim 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 content;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you that the above information in your notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed.

Please send such notice to:

HOOPSOURCE Basketball, LLC

PO Box 2142

Clackamas, OR 97015

E-mail: contact@hoopsourcebasketball.com

We will take reasonable steps to promptly notify the user whose submission was removed or disabled that we have removed or disabled access to such content.

If you believe that your user submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user submission, you may send us a counter-notice containing the following information:

- i. your electronic or physical signature;
- ii. a description of the content that has been removed or to which access has been disabled;
- iii. identification of the location at which the content appeared before it was removed or access to it was disabled;
- iv. your name, address, telephone number, and email address;
- v. a statement by you that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which HOOPSOURCE may be found, and that you will accept service of process from the person who provided notification of claimed infringement or an agent of such person; and

- vi. a statement by you under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content.

Please send such notice to:

HOOPSOURCE Basketball, LLC

PO Box 2142

Clackamas, OR 97015

E-mail: contact@hoopsourcebasketball.com

If we receive a counter-notice, we may send a copy of the counter-notice to the original complaining party informing that person that we may restore the removed content or cease disabling access to it in 10 business days. Unless the copyright owner files an action seeking a court order against the member or user, we may replace the removed content and cease disabling access to it in not less than 10, nor more than 14, business days after receipt of the counter-notice.

13. CHOICE OF LAW AND VENUE

Oregon law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and HOOPSOURCE (a "**Claim**"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS.

14. TERMINATION

A. You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing HOOPSOURCE with a notice of termination, by submitting an email to contact@hoopsourcebasketball.com. Please review our Privacy Policy for information about what we do with your account when terminated.

B. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.

C. In the event of any termination of these Terms, whether by you or us, Sections 1, 5, 6, and 10 - 15 will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

15. GENERAL TERMS

A. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.

B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.

C. Except as otherwise stated above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

D. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

E. Any failure on HOOPSOURCE's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

F. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

G. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with HOOPSOURCE's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

H. The section titles in the Terms are for convenience only and have no legal or contractual effect.