

TEAMSIDELINE.COM

ADMINISTRATOR TERMS AND CONDITIONS

Last updated [3/3/2020]

AGREEMENT TO TERMS

By accepting these Terms and Conditions, you, whether personally or on behalf of an entity you represent (“you”), concerning your access to and use of the TeamSideline.com website and/or App, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”) agree to adhere to all Terms and Conditions set forth herein.

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

INTELLECTUAL PROPERTY RIGHTS AND USER REPRESENTATIONS

By using the Site, you represent and warrant that:

- (1) all registration information you submit will be true, accurate, current, and complete to the best of your knowledge;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the legal capacity and you agree to comply with these Terms and Conditions;
- (4) you will not use the Site for any illegal or unauthorized purpose;
- (5) your use of the Site will not violate any applicable law or regulation. **Including the infringement upon any other organization’s Intellectual Property rights.**

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. use, upload, or in any way display any copyrighted material – including, but not limited to, photographs, images, audio files, trademarks, or any other assets not owned by you.
2. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
3. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
4. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
5. attempt to impersonate another user or person or use the username of another user.
6. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise beyond the express purpose agreed upon.
7. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
8. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
9. delete the copyright or other proprietary rights notice from any Content.
10. use the Site in a manner inconsistent with any applicable laws or regulations.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to legal and law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our [Privacy Policy posted on the TeamSideline.com website](#). By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions.

Further, we do not knowingly accept, request, or solicit information from children, players, participants or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

GOVERNING LAW

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms and Conditions; (3) any breach of your representations and warranties set forth in these Terms and Conditions; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve 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, at your expense, with our defense of such claims. We will use reasonable efforts to

notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Completely IT dba TeamSideline.com

915 Highland Point Drive #250

Roseville, CA 95678

888-953-2483

support@teamsideline.com