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## **SMT Team Analytics Terms of Use**

READ CAREFULLY THESE TERMS OF USE (“TERMS OF USE”) RELATE TO, AND ARE A PART OF, THE LICENSE AGREEMENT (“AGREEMENT”) BETWEEN YOU AND SPORTSMEDIA TECHNOLOGY CORPORATION, D/B/A SMT (“SMT,” “we,” “us” or “our”) WITH RESPECT TO YOUR USE OF THE SMT TEAM ANALYTICS APPLICATION AND SMT TEAM ANALYTICS WEB USER MANAGEMENT INTERFACE (COLLECTIVELY, THE “SERVICE”).

### **ACCEPTANCE OF TERMS OF USE**

By using the service, you agree to be bound by these Terms of Use. If you do not accept the Terms of Use, you are not permitted to and must not use the Service.

### **COPYRIGHT AND LIMITATIONS ON USE**

The content available through the Service is the property of the SMT, and/or its licensors, and is protected by copyright and other intellectual property laws of the United States and other jurisdictions.

Such content may only be used or viewed by you for your personal, non-commercial use only, provided that you: (a) keep intact all copyright and other proprietary notices (b) do not use the material in a manner that would compete with, achieve commercial gain, or damage the goodwill associated with SMTs (c) do not use the material in a manner that suggests an association with any of our services, brands, or products (unless otherwise authorized in writing by SMT) and (d) make no modifications to the material. You agree to use the Service in a manner that complies with all applicable laws. You agree not to copy, deep link, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through the Service to anyone, including but not limited to others in the same company or organization as you, without the express prior written consent of SMT.

You may not attempt to, in conjunction with, any device, software program, service or other technology comprising the Service, circumvent technological measures employed to control access to and/or the rights in the Service. In addition to any other remedies available in equity or law to SMT, failure to comply with any of the terms and conditions in this License Agreement shall immediately terminate this Agreement and your ability to use the Service.

IF YOU ARE USING A THIRD PARTY'S MEDIA PLAYER SOFTWARE TO VIEW THE SERVICES, THE USE OF SUCH SOFTWARE WILL BE GOVERNED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

Any personal information you provide to such third party in connection with your use of the third party's software is governed by that third party's privacy policy and terms of use.

### **DISCLAIMER OF WARRANTIES**

We endeavor to provide the best service we can. Due to the number of sources from which content in the Service is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content and the Service. THIS SERVICE AND THE INFORMATION AND MATERIALS CONTAINED IN IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SMT CANNOT GUARENTEE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

## **PASSWORDS AND ACCESS TO SERVICE**

To obtain access to the Service, you will be required to register for the Service on our User Management

Web Interface, which will include providing your name, association, email address and phone number.

You will also be required to choose a username and password. You agree to: (a) provide current, complete, true and accurate information (b) maintain and update your information as required to keep it current, complete and accurate. SMT reserves the right to require you to periodically change your Password.

You agree: That you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your computer and your Passwords Not to transfer, lease, assign, or sublicense any Password without SMT's prior written consents Not to circumvent the password restrictions on the Site, nor allow others to do so on your behalf Not to use anyone else's Passwords and to notify SMT immediately upon discovery or suspicion of compromise of the confidentiality of any Password.

You acknowledge and agree that only one individual may access the Service at the same time using the Password, unless agreed otherwise by SMT. You further acknowledge and agree that you shall be solely liable and responsible for all activities that occur under your Password. You may only receive the Service if you are a Service subscriber in good standing with a valid, authorized means of payment on file with SMT.

## **TERMINATION OF SERVICE BY SMT**

In addition to any other remedies available to us, whether in equity, at law or otherwise, upon your failure to comply with any of the terms or conditions in the Agreement (including these Terms of Use), we shall have the right to terminate your access to the Service immediately. We further reserve the right to discontinue, suspend, terminate or change the Service, or its availability to you, at any time. If we discontinue your Service subscription for cause (for example, due to your breach of the Agreement), you will not receive any refund or partial refund for any charges or fees already incurred by or billed to you, and we reserve all other rights available to us in connection with your breach.

## **INJUNCTIVE RELIEF**

You acknowledge and agree that any violation of the Agreement relating to the disclosure, use, copying, distribution, display or publishing of the information and/or content on the Service and/or use of the Service may result in irreparable injury and damage to us that may not be adequately compensable in money damages, and for which we will have no adequate remedy at law. You, therefore, consent and agree that we may obtain injunctions, orders or other equitable relief as may be reasonably necessary to ensure compliance with this Agreement. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders or other equitable relief.

## **CLASS ACTION WAIVER**

SMT and you agree that SMT and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms in connection with the Service will



be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding.

