

BTX Ballers Nonprofit
Website Terms of Use

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The website located at <https://www.btxballers.org/>, (the “Website”) is published, owned, and operated by BTX Ballers, LLC. d/b/a BTX Ballers, its affiliates, and related entities (“BTX Ballers,” the “Company,” “we,” “us,” and “our”). These Terms of Use (the “Terms”) govern your access to and use of the Website and applications, services, and tools (including, but not limited to, building websites, creating online registrations, posting and sending announcements and events, adding website administrators (collectively our “Service(s)”).

By accessing, browsing, submitting information to and/or using the Services, you agree and acknowledge on your own behalf as an Administrator, End User or General User, as these terms are defined in the Privacy Policy, (referred to throughout the Terms as “you”) that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives.

These Terms include an arbitration clause. Please read the Terms carefully before you start to use the Services.

If you do not agree to these Terms, please do not use the Website.

1. Purpose of the Website.

The Website is provided for informational purposes, to provide our Services and for the purposes of enabling communication between you and the Company. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our Services.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by the Company through the Website shall be handled in accordance with the Website's Privacy Policy, which is hereby incorporated by reference. All capitalized terms not defined in these Terms shall have the same meaning, as applicable, as set forth in the Privacy Policy.

2. Use of the Website.

The Company grants you a non-exclusive right to access and use the Website and the data, material, content, or information herein (collectively, the “Content”) solely for your individual use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Company to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

3. User Account Responsibility.

To access the Website, Services or some of the resources we offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that any information you provide to register with the Services or otherwise, including but not limited to the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all the actions we take with respect to your information consistent with our Privacy Policy.

If you are given or create a password to access the Services, you are responsible for maintaining the confidentiality of your account and your password. You also acknowledge that your account is individual to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You are responsible for all activities that occur under your account and you agree to notify the Company immediately of any unauthorized use of your account. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We are not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Prohibited Uses. You agree that you will not:

- Use the Website or the Services in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of them;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with the Company or the Website;

- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by the Company;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

5. Linking to the Website.

You may link to our Website or Administrator Sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

6. Third-party Websites.

The Website or Administrator Sites may contain links to websites controlled or operated by persons and companies other than the Company (“Linked Sites”). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Company or are identified in the Website, including any delivery of and payment for goods and services.

7. Intellectual Property Notices.

The Website, Content, and our Services are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Website or Content in any manner, except as expressly permitted by the Company in these Terms. The Website, Content, or our Services may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any

way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or applicable owner.

Your computer may temporarily store copies of Content incidental to your accessing and viewing those Content. You may store files that are automatically cached by your web browser for display enhancement purposes. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use related to purchasing a plan on this Website, if applicable, and not for further reproduction, publication, or distribution.

Copyright. You should assume that everything you see or read on the Company's Website is copyrighted unless otherwise noted and may not be used without the written permission of the Company. The Company neither warrants nor represents that your use of materials displayed on the Company's Website will not infringe the rights of third parties. Content, images, photographs, or illustrations displayed on the Company's Website is either property of, or used with permission by, the Company. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Company's Website. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Nothing contained on the Company's Website should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark displayed on the Company's Website without the written permission of the Company or such third party that may own a trademark displayed on the Company's Website. Your misuse of the Company's trademark(s) displayed on the Company's Website, or any other Content on the Company's Website, except as provided herein, is strictly prohibited.

User Contributions. The Services allow you to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") to Administrator Sites. All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post through the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are solely responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. The Services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require our Company systems to access, store, and scan User Contributions. You may also be able to share User Contributions with others, so please think carefully about what you share.

We are not responsible, or liable to any third party, for the content or accuracy of any User.

Compliance.

You also acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials, and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Website should be directed to info@btxballers.org.

8. Reliance on Information Posted.

The information presented on or through the Website or our Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Website, Services, and Administrator Sites may include content provided by third parties, including materials provided by other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other

content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. Company Rights and Enforcement.

We reserve the right to:

- Withdraw or amend the Website, Services and any information or material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or Services is unavailable at any time or for any period. From time to time, we may restrict access to all or some parts of the Website or Services, to users.
- Remove or refuse to post any User Contributions (defined below) for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards (described below), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or our Services.
- Terminate or suspend your access to all or part of the Website or our Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been

posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards.

These content standards apply to any and all User Contributions posted on our Website or any Administrator Site. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations.

Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

11. Uploading Personal Records.

In the course of your use of the Services, you may choose or be required by a third party to upload Personal Records that contain Personal Information to our Website. Such Personal Records may include, but are not limited to, birth certificates, vaccination records, and medical examination records for individual players or team members. When providing your Personal Records, please provide only relevant information and do not provide unnecessary sensitive information, such as Social Security cards, photos or scans of credit card or other documents containing sensitive personal data, unless required for our Services. Such records will only be retained for

as long as necessary to provide our Services and in accordance with applicable law and our documented policies. All records will be securely maintained and encrypted in accordance with Company policy and procedures.

Consent. By uploading Personal Records to the BTX Ballers Website, you acknowledge and freely consent to let the Company use and disclose the Personal Record and any Personal Information contained in the Personal Record, as applicable.

Withdraw Consent. At any time, you may withdraw my consent to the processing and uploading of any Personal Record by notifying the Company via email at info@btxballers.org using the same email address associated with my Website account (if applicable), with the words “WITHDRAW CONSENT” in the email subject line.

12. United States and Canada Only.

The Company is based in the state of Texas in the United States. The Company provides this Website for use only by persons located in the United States and Canada. We make no claims that the Website, Services, or any of its contents are accessible or appropriate outside of the United States and Canada. Access to the Website or our Services may not be legal by certain persons or in certain countries. User accounts created outside the United States and Canada will be removed from the Website.

13. Arbitration.

At its sole discretion, the Company may require you to submit any disputes arising from use of the Services, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law. By using the Services, and should the Company choose such arbitration to resolve any disputes, you hereby consent to submission of any such dispute to be final and binding arbitration.

14. Disclaimer.

ALL INFORMATION OR SERVICES PROVIDED BY THE COMPANY TO YOU VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED “AS IS” AND “WHERE IS” AND WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. THE COMPANY FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

15. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF

BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR."

16. Indemnity.

You agree to defend, indemnify, and hold harmless the Company and its affiliates, licensors and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website Content, Services' content, or products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

17. Termination and Restriction of Access.

In its sole discretion, the Company may terminate or suspend your access to the Website for breach of these Terms. The Company shall not be liable for any losses or damages arising from any such termination of service.

18. Limitation on Time to File Claims.

Any cause of action or claim you may have arising out of or relating to these Terms, the Website or Services must be commenced within 3 months after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

19. Governing Law & Jurisdiction.

These Terms are governed by the laws of the State of Texas, U.S.A. Should the Company not choose arbitration to resolve any dispute under these Terms, you hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Austin, Texas U.S.A. in all disputes arising out of or relating to the use of the Website.

You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Changes to these Terms of Use.

We may revise and update these Terms from time to time, in our sole discretion, in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law & Jurisdiction section of these Terms will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Services. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s). You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

21. General.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use.

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision

under these Terms shall not constitute a waiver of such right or provision.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

22. Entire Agreement.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23. Company Contact Information.

Questions can be directed to the Company at: info@btxbatters.org.