



TERMS AND CONDITIONS OF USE

Effective Date: October 1, 2014

Last Updated: October 1, 2014

1. Acceptance of Terms and Conditions of Use

Welcome to Indiana Sports Corporation's ("we" or "us") Exchange program website www.indianasportscorp.force.com/exchange, an online marketplace for you to (i) sell items; (ii) buy items; (iii) give away items; (iv) request volunteers for your event; and (v) volunteer for others' events (collectively, "Items"). By accessing this website or any of the various features, applications, downloads, products or Site we offer through this website (collectively, the "Site"), you agree to be bound by these terms and conditions of use (these "Terms") and all applicable federal, state, and local laws and regulations. If you do not agree to be bound by these Terms, you are prohibited from accessing the Site.

2. Privacy Policy and How it Works

Our Privacy Policy (the "Policy") describes how we handle your personal information when you use the Site. The Policy is part of and is incorporated into these Terms. You may view or print the current version of the Policy by clicking [here](#). Our instructions on how to use the Site ("How it Works") are a part of and is incorporated into these Terms. You may view or print the current version of How it Works by clicking [here](#).

3. Passwords

You are responsible for safeguarding any password that you use to access the Site. When formulating your password, use a combination of upper and lower case letters, numbers, and symbols to maximize the strength of your password. We are not responsible for any loss or damage that arises from your failure to comply with this section.

4. Content

You should assume that everything that you read or see on the Site, including all files, images, text, software, and data (collectively, the "Content"), is copyrighted or otherwise protected and owned by us or some third party who licensed to us the right to use such Content. Unless otherwise expressly noted, the Content may not be copied or used except as provided in these Terms or with our prior written approval.

All Content not originating with us is provided for your interest and convenience only, and we do not endorse such Content nor the third parties who supply it, nor do we warrant or represent that such Content is current, accurate, complete or reliable. You understand that you may be exposed to Content that that you might consider offensive, harmful, inaccurate, deceptive, or otherwise inappropriate. Under no circumstances shall we be liable in any way for any Content or any loss or damage of any kind incurred as a result of your use or reliance on such Content.

5. License Grant

You grant us a non-exclusive, worldwide, unlimited, perpetual, irrevocable, royalty-free, sublicensable right to use, copy, display, distribute, make derivative works from, and otherwise exploit in any media known now or developed in the future any Content you provide to us or

post using the Site. You represent and warrant (i) that none of the Content you provide to us and/or to our users via the Site infringes any intellectual property rights (or other applicable rights) of any third party and (ii) that the use of such Content by us and/or our users will not infringe any intellectual property rights (or other applicable rights) of any third party.

6. Your Use of the Site

You may only use the Site in a manner consistent with any and all applicable laws, rules and regulations. You may not upload or transmit to or through the Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Site is strictly prohibited. You will not hack into or otherwise gain unauthorized access to the Site, our computer systems, or the computer systems of other users of the Site. You will not engage in any data mining in connection with the Site. We reserve all rights and remedies available to us including reporting any breach to the relevant law enforcement authorities and cooperating with those authorities by disclosing your identity to them. You may not upload or transmit to or through the Site any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule. You may not upload, email, post or transmit to, or distribute or otherwise publish through the Site any material which disrupts the normal operation of the Site. You may not sell or distribute in any manner counterfeit or stolen items or anything to which you do not have the legal right to sell or distribute. You may not sell items that are illegal, promote illegal activity, or infringe the legal rights of others. You may not impersonate another person or misrepresent your affiliation with a third party. We may remove any Content you upload or transmit to or through the Site if such Content, in our sole discretion, violates these Terms in any way.

7. Digital Millennium Copyright Act Compliance [\[PROVIDE DIRECT LINK FROM SITE TO THIS SUBHEADING\]](#)

If you are a copyright owner or an agent thereof, and you believe that any Content hosted on the Site infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Our Designated Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works at the Site;
- (c) 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;
- (d) 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;

- (e) 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; and
- (f) 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.

Our Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Brad Bowman
201 South Capitol Avenue, Suite 1200
Indianapolis, IN 46225
317-237-5000
bbowman@indianasportscorp.org

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

8. Links to Third Party Sites

Through the Site, we may provide links to sites operated by third parties. The linked sites are not under our control, and we are not responsible for the content of any linked site or subsequent links from that site. We may provide links only as a courtesy to our users, but such links do not (and will not) imply our endorsement of any linked site.

9. Linking to the Site

We do not object to you linking directly to the information that is hosted on the Site, 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 where none exists. You may not establish a link to the Site from any website that is not owned by you. The Site must not be framed on any other site. We may withdraw linking permission without notice.

10. User Registration

To obtain access to the Site, you will be required to complete a registration. You must provide true, accurate, current and complete information about yourself or your company as prompted by the registration process and that you will update that information as necessary to maintain its accuracy. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You accept responsibility for all activities that occur under your account or password and such use shall be deemed to be use by you. You will ensure that all use of your account fully complies with these Terms. Transfer of the account by you to any other person or entity is prohibited.

11. DISCLAIMER OF WARRANTIES

THE SITE IS PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND, BY EITHER US OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE

CREATION OR PRODUCTION OF THE SITE, INCLUDING BUT NOT LIMITED TO EXPRESS WARRANTIES, AND IMPLIED WARRANTIES, WHICH IMPLIED WARRANTIES SHALL INCLUDE BUT NOT BE LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE SITE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT THE SITE OR DATA OF YOURS OR ABOUT YOU ARE SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE SITE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION; OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS PROVIDED BY US. RETURNS OF ITEMS ARE IN THE SOLE DISCRETION OF THE REGISTERED USER THAT POSTED THE ITEM. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY ITEM RETURNS OR THE EQUIVALENT, IN WHOLE OR IN PART. REGISTERED USERS ARE NOT REQUIRED TO WARRANT THE ITEMS THEY POST AND YOU SHOULD ASSUME THAT THEY HAVE DISCLAIMED ALL WARRANTIES IN SUCH ITEMS, WHETHER EXPRESS OR IMPLIED, ALLOWED BY LAW. WE ARE NOT PROVIDING THE ITEMS, BUT ONLY A FORUM FOR REGISTERED USERS TO COMMUNICATE, THUS WE CANNOT OFFER ANY REPRESENTATIONS OR WARRANTIES REGARDING POSTED ITEMS, AND DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING POSTED ITEMS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR (OR YOUR OFFICERS', DIRECTORS', EMPLOYEES' AND AGENTS') USE OF THE SITE OR INABILITY TO USE THE SITE; (II) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE SITE; (III) DAMAGE TO YOUR (OR YOUR OFFICERS', DIRECTORS', EMPLOYEES' AND AGENTS') HARDWARE RESULTING FROM USE OF THE SITE; AND (IV) THE ACTIONS OR INACTIONS OF THIRD PARTIES AND SUCH THIRD PARTIES' DESIGNEES,, INCLUDING, BUT NOT LIMITED TO, THE INACCURACY OF ANY CONTENT SUCH PARTIES POST THROUGH THE SITE AND/OR THE COMPLETENESS, SAFETY, INSPECTION OR ANY OTHER QUALIFICATIONS OF ANY PRODUCTS, SERVICES OR OPPORTUNITIES PROVIDED THROUGH THE SITE. IF YOU ARE DISSATISFIED WITH US, THE SITE OR THESE TERMS, YOUR AND YOUR OFFICERS', DIRECTORS'

EMPLOYEES' AND AGENTS' SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.00.

13. Indemnification

You shall defend, indemnify, and hold us and our employees, contractors, officers and directors harmless from all liabilities, damages, expenses, and other losses, including attorney's fees, that are based on claims arising from (i) your use or misuse of the Site and/or the Content; (ii) your breach of this Agreement; or (iii) your breach of any law or the rights of a third party. We reserve the right, at our own expense, to (a) assume the exclusive defense and control of any matter otherwise subject to indemnification by you, or (b) participate in the defense with counsel of our own choosing and at our own expense; and in both such cases, you will cooperate with us in asserting any available defenses.

14. RELEASE

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS ON THE SITE. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS OF THE SITE, YOU RELEASE US, OUR EMPLOYEES, CONTRACTORS, MEMBERS OFFICERS AND DIRECTORS FROM ACTUAL AND CONSEQUENTIAL LIABILITIES, DAMAGES, EXPENSES, AND OTHER LOSSES, INCLUDING ATTORNEYS FEES, BASED ON CLAIMS OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. WE ARE NOT OBLIGATED IN ANY WAY TO BECOME INVOLVED IN ANY SUCH DISPUTES. YOU ACKNOWLEDGE THAT WE ARE ONLY SERVING AS A CONDUIT OF INFORMATION AND THAT YOU RELEASE US FROM ANY ACTUAL AND CONSEQUENTIAL LIABILITIES, DAMAGES, EXPENSES AND OTHER LOSSES INCLUDING ATTORNEYS FEES, BASED ON CLAIMS OF EVERY KIND AND NATURE, WHETHER SOUNDING IN LAW, EQUITY, BASED ON TORT OR CONTRACT LAW OR OTHERWISE, UP TO AND INCLUDING INJURY AND DEATH. YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS IN THIS DOCUMENT SO READ IT CAREFULLY.

15. Choice of Law

The Terms shall, for all domestic and international purposes, be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of law provisions. The exclusive jurisdiction for any claim or action

arising out of or relating to these Terms or your use of the Site or the Content shall be filed and venued only in the state or federal courts having subject matter jurisdiction located in Marion County, State of Indiana, and you submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You waive any objection you may now or hereafter have with respect to venue or to convenience of such forum.

16. Integration and Severability

The Terms constitute the entire agreement between you and us with respect to the Site and supersede all prior or contemporaneous communications and proposals with respect to the Site. If any provision of the Terms is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

17. Waiver

Our failure at any time to require performance of any provision of these Terms (including the Policy, which is incorporated by reference) or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by our authorized representative. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of the Terms of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms.

18. Termination

We reserve the right, in our sole discretion, to terminate your access to all or part of the Site, with or without notice.