

## **AGGIEVILLE SHOWDOWN, LLC TERMS OR USE**

Last updated and effective: **February 19, 2023**

**PLEASE NOTE: The section below titled “Binding Arbitration” requires you to arbitrate any claims you may have against Aggieville Showdown, LLC or its clients (meaning you cannot bring claims against Aggieville Showdown, LLC or its clients in court), and it confirms your agreement to a class action waiver in arbitration. It affects your legal rights. Please read these Terms of Use carefully.**

### **1. Overview**

These Terms of Use (“**Terms**”) govern your access to and use of any web site, application, feature, or online services (including the provision of internet access) provided by Aggieville Showdown, LLC, its clients or sponsors. By using the Services, you agree, without limitation or qualification, to be bound by these Terms of Use and our Privacy Policy. If you do not agree, please do not use the Services.

Aggieville Showdown, LLC may revise these Terms at any time. Your continued usage of the Services will mean you accept those changes, and you agree comply with all applicable laws and regulations. The materials provided on the Services are protected by law, including, but not limited to, United States copyright laws and international treaties.

The terms “user,” “you,” and “your” refer to all individuals and/or entities using or accessing the Services. When using particular services or features of the Services, separate guidelines, rules, or terms document may also apply to your use of that feature or service (“**Additional Terms**”) in addition to these Terms. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

### **2. Eligibility**

You must be 18 years of age or older to visit or use our Services in any manner. By visiting or using the Services or accepting these Terms of Use, You represent and warrant to AGGIEVILLE SHOWDOWN that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by these Terms. You also represent and warrant to AGGIEVILLE SHOWDOWN that you will use the Services in a manner consistent with any and all applicable laws and regulations. Please be aware that these Terms constitute a binding legal agreement between you and AGGIEVILLE SHOWDOWN outlining your legal rights, obligations, and remedies arising from your use of the Services.

### **3. Use Restrictions and User Conduct**

The content on these Services, such as text, links, graphics, images, photographs, music, audio, video, illustrations, information, software, code, copyrights, trademarks, trade names, service marks, logos, domain name, and other materials and intellectual properties comprising or included within the Services that is owned by AGGIEVILLE SHOWDOWN or its third-party licensing

partners (“Contents”) is protected by copyright, trademark, and other laws of the United States and foreign countries. All right, title and interest in and to the Services and Content, including all associated intellectual property rights remains with AGGIEVILLE SHOWDOWN. Any use of the Contents not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. Except as stated herein, none of the Contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written consent of AGGIEVILLE SHOWDOWN or its licensors.

Subject to your compliance with these Terms, AGGIEVILLE SHOWDOWN grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable, non-commercial, revocable, license to access, view, download, print, and otherwise use the Services and the Content for your personal use on any device that you own or control. This license is revocable by AGGIEVILLE SHOWDOWN at any time without notice and with or without cause.

Except as permitted by United States copyright law, you may not reproduce or communicate any of the Content on this Site, including files or images that may be downloadable from this Site, without the permission of AGGIEVILLE SHOWDOWN. All rights not expressly granted herein are reserved to AGGIEVILLE SHOWDOWN and its licensors. If you violate any of these Terms of Use, your permission to use the Contents automatically terminates and you must immediately destroy any copies you have made of any portion of the Contents. You may not rent, lease, lend, sell, redistribute or sublicense the Services. You may not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof. Any attempt to do so is a violation of these Terms of Use. If you breach this restriction, you may be subject to prosecution and damages. These Terms of Use will govern any upgrades provided by AGGIEVILLE SHOWDOWN that replace and/or supplement the original Services, unless such upgrade is accompanied by separate or updated Terms of Use or Additional Terms. If you violate any of these Terms of Use, your permission to use the Contents automatically terminates and you must immediately destroy any copies you have made of any portion of the Contents.

In addition, you may not (a) “mirror” any Contents contained in the Services or any other server, or modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, any of the Content without AGGIEVILLE SHOWDOWN’s written permission; (b) use the Services for any purpose that is unlawful or prohibited by these Terms of Use; (c) use the Services in any manner that could damage, disable, overburden, or impair the Services, or interfere with any other party’s use and enjoyment of the Services; (d) attempt to gain unauthorized access to the Services through hacking, password mining or any other means; (e) with the exception of accessing RSS feeds and for purposes of search engine indexing, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission; (f) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure or affect the operations of our Services; or (g) otherwise interfere or attempt to interfere with the proper working of the Services, any activities conducted on or through the Services, or any user’s enjoyment of the Services

#### 4. User Submissions

The personal information you submit to AGGIEVILLE SHOWDOWN is governed by the Privacy Policy. To the extent there is an inconsistency between the Terms of Use and the Privacy Policy, the Privacy Policy shall govern.

Certain features of the Services may permit our users to post, upload, publish, submit, transmit or otherwise make available Content through the Services, whether or not a Registered User, or whether or not a user owns or created the Content, including all copyrights, inventions, and other intellectual property rights contained in such Content (“Submission”). By making a Submission through the Services, you hereby grant to AGGIEVILLE SHOWDOWN and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as AGGIEVILLE SHOWDOWN may designate from time to time (which may include any or all other users of the Services) an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such Submission, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, or for advertising or marketing of the Services, as well as a license to use your name and likeness (and any other indicia of persona contained in or provided in connection your Submission) in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot be terminated and the waiver cannot be revoked without the express written consent of AGGIEVILLE SHOWDOWN once you have submitted Submission within the Services.

By making a Submission, you agree that such Submission is non-confidential, non-proprietary, and may be disseminated or used by AGGIEVILLE SHOWDOWN. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Submission does not impose any confidentiality obligations on us. Notwithstanding the foregoing, AGGIEVILLE SHOWDOWN is not required to use any Submission.

You agree that you will not make any Submission that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing; invasive of another’s privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party. Additionally, you agree that you will not: (a) make any Submission that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Submission unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter or pyramid scheme; impersonate another person; (d) distribute viruses or other harmful computer code; (e) harvest or otherwise collects information about others, including email addresses, without their consent; (f) post the same note more than once or “spamming”; or (g) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Services, or which, in the judgment of AGGIEVILLE SHOWDOWN, exposes AGGIEVILLE SHOWDOWN or any of its licensors, partners, or customers to any liability or detriment of any type.

You are solely responsible for your Submission, the consequences of making a Submission, and your reliance on any Submissions. AGGIEVILLE SHOWDOWN is not responsible for the consequences of any Submission. AGGIEVILLE SHOWDOWN is not responsible for screening or monitoring Submissions made to this Site by users. If notified by a user of a Submission allegedly in violation of these Terms of Use, AGGIEVILLE SHOWDOWN may investigate the allegation and determine in good faith and its sole discretion whether to remove such Submission. AGGIEVILLE SHOWDOWN will have no liability or responsibility to users for performance or nonperformance of such activities.

AGGIEVILLE SHOWDOWN reserves the right (but is not obligated) to: (a) record the dialogue on the Services; (b) investigate an allegation that a Submission does not comply with these Terms and determine in its sole discretion to remove or request the removal of the Submission; (c) remove Submissions which are abusive, illegal, disruptive, or outdated, or that otherwise fail to comply with these Terms of Use; (d) terminate a user's access to any or all parts of the Site upon any breach of these Terms of Use or the law; (e) monitor, edit, or disclose any Submission; (f) edit or delete any Submission posted on the Site, regardless of whether such Submission violates these Terms of Use.

## **5. Submission of Ideas**

It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested, to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, AGGIEVILLE SHOWDOWN does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted and you agree that any such ideas transmitted to AGGIEVILLE SHOWDOWN are included in the above license you grant to AGGIEVILLE SHOWDOWN for any Submission.

## **6. Accounts and Registration**

In order to use or access certain Services or features of the Services, you may be asked to register for a user account (an "**Account**") and become a registered user of the Services (a "**Registered User**"). When you become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and you agree that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Account you register, and for any actions that arise from or take place using your Account, whether or not you have authorized such actions or use; and (5) immediately notify AGGIEVILLE SHOWDOWN of any unauthorized use of your Account. Failure to abide these Terms, including, without limitation, the restrictions above, may result in immediate termination of your Account.

You may not select or use an Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and AGGIEVILLE SHOWDOWN or any third party; or (4) that, in AGGIEVILLE SHOWDOWN's sole discretion, is offensive, vulgar, or obscene. AGGIEVILLE SHOWDOWN reserves the right to refuse registration of an Account, or cancel any account name, in its sole discretion. AGGIEVILLE SHOWDOWN maintains the right to suspend or disable your access to the Services and any Account you may have created, at its sole discretion and without prior notice to you, if you breach the Terms, or if AGGIEVILLE SHOWDOWN otherwise determines such action is warranted. AGGIEVILLE SHOWDOWN reserves the right to revoke your access to and use of the Services at any time, with or without cause, whether or not you have established an Account or are a Registered User.

You may cancel your Account at any time by contacting AGGIEVILLE SHOWDOWN using the contact information for us included at the end of these Terms. Upon cancellation of your Account, AGGIEVILLE SHOWDOWN may retain and continue to use your information in accordance with the terms of its Privacy Policy.

## **7. Copyright Notice and Take Down Procedures**

AGGIEVILLE SHOWDOWN encourages you to report any content on the Services that you believe infringes your rights. (Note that only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content.) If you have a good faith belief that Content on the Services infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below to provide notice of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA").

**Notifying AGGIEVILLE SHOWDOWN of Infringement:** If you believe that your work has been copied in a way that constitutes copyright infringement or infringement of other intellectual-property rights, please provide AGGIEVILLE SHOWDOWN's designated agent (contact information below) with a written communication that includes the following (as required by the DMCA for complaints of copyright infringement):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Service;
4. Your address, telephone number, and e-mail address;
5. 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
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
7. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.
8. Please send your notice of claims of infringement of copyright or other intellectual property rights on or regarding the Services in writing to AGGIEVILLE SHOWDOWN's copyright agent:

Aggieville Showdown, LLC

5100 Zeandale Road

Manhattan, KS 66502

christianc@aggievilleshutdown.com

(785) 443-1569

**Providing AGGIEVILLE SHOWDOWN with Counter-Notification:** If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed based on a claim that it infringes another party's copyright and you feel that your material does not constitute copyright infringement, you may provide us with a counter notification by written communication to our designated agent using the contact information above. Your counter-notification must set forth all of the necessary information required by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

## **8. Third-Party Links and Content**

The Services may contain links to third-party websites or resources, such as online stores, YouTube, Twitter, and Facebook. You acknowledge and agree that AGGIEVILLE SHOWDOWN is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by AGGIEVILLE SHOWDOWN of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You further acknowledge and agree that AGGIEVILLE SHOWDOWN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Services available on or through any such site or resource.

## **9. Termination**

AGGIEVILLE SHOWDOWN may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Services, features, or Content, without notice, liability to you. AGGIEVILLE SHOWDOWN may also impose limits on certain Services, features, or Content, or restrict your access to parts or all of the Services with or without notice and without liability to you.

AGGIEVILLE SHOWDOWN reserves the right, in its sole discretion, to terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund (if applicable) or other liability, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

## **10. International Use**

The Services are controlled and operated by AGGIEVILLE SHOWDOWN from within the United States. AGGIEVILLE SHOWDOWN makes no representations that the Services or any Content is appropriate or available for use in other locations, and access to the Services from locations

where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

## **11. Indemnity**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless AGGIEVILLE SHOWDOWN, its licensors, their respective parents, subsidiaries, and affiliates, and all of their respective officers, directors, employees, agents, representatives, licensors, contractors, suppliers and any third-party information providers (collectively, the “**AGGIEVILLE SHOWDOWN Parties**”) against all claims, losses, expenses, damages, liability, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) arising out of or related use of the Services, violation of the Terms, violation of any right of AGGIEVILLE SHOWDOWN or any other person or entity by you or any third party using your Account, login information, or password. AGGIEVILLE SHOWDOWN reserves the right, at its election to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with AGGIEVILLE SHOWDOWN in connection with our defense.

## **12. Warranty Disclaimers**

You acknowledge that AGGIEVILLE SHOWDOWN has no control over, and no duty to take any action regarding: (1) which users gain access to the Services; (2) what effects the Content or the Services may have on you; (3) how you may interpret or use the Content or the Services; or (4) what actions you may take as a result of having been exposed to the Content or the Services.

You release AGGIEVILLE SHOWDOWN from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. AGGIEVILLE SHOWDOWN makes no representations concerning any Content contained in or accessed through the Services, and AGGIEVILLE SHOWDOWN will not be responsible or liable for the accuracy, copyright compliance, legality or decency of User Content contained in or accessed through the Services.

**YOUR USE OF AND BROWSING OF THE SERVICES ARE AT YOUR RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGIEVILLE SHOWDOWN PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THEIR CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGIEVILLE SHOWDOWN PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND ANY WEBSITE WITH WHICH THEY ARE LINKED. THE AGGIEVILLE SHOWDOWN PARTIES DO NOT WARRANT THAT THESE SERVICES, OUR SERVERS OR E-MAIL SENT FROM**

**US WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES), THAT YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DEFECTS OR ERRORS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGIEVILLE SHOWDOWN PARTIES ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ACCESSIBLE VIA THESE SERVICES, OR ANY WEBSITE WITH WHICH THEY ARE LINKED, IS ACCURATE, COMPLETE, OR CURRENT. THE AGGIEVILLE SHOWDOWN PARTIES DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. NO OPINION, ADVICE, OR STATEMENT OF ANY AGGIEVILLE SHOWDOWN PARTY, WHETHER MADE ON THE SERVICES OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AGGIEVILLE SHOWDOWN PARTIES DO NOT WARRANT OR REPRESENT THAT USE OF CONTENT DISPLAYED VIA THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES NOT OWNED BY OR AFFILIATED WITH AGGIEVILLE SHOWDOWN OR ITS LICENSORS.

### **13. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE AGGIEVILLE SHOWDOWN PARTIES EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE SERVICES OR ANY WEBSITE WITH WHICH IT IS LINKED, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF FORESEEABLE AND EVEN IF THE AGGIEVILLE SHOWDOWN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS.**

YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY PORTION OF THE SERVICES IS TO STOP USING THE SERVICES, AND THE SOLE AND EXCLUSIVE MAXIMUM AGGREGATE LIABILITY TO THE AGGIEVILLE SHOWDOWN PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE THE GREATER OF TEN DOLLARS (\$10) OR THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE



SERVICES. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE AGGIEVILLE SHOWDOWN PARTIES' OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF AN AGGIEVILLE SHOWDOWN PARTY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE SERVICES OR ANY OTHER WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE AGGIEVILLE SHOWDOWN PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE SERVICES OR ANY OTHER WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE AGGIEVILLE SHOWDOWN PARTIES – PROVIDED THAT NOTHING IN THESE TERMS WILL RESTRICT A CALIFORNIA RESIDENT'S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE 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 UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

These Terms are for the benefit of the AGGIEVILLE SHOWDOWN Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce their provisions directly against you on its own behalf.

#### **14. BINDING ARBITRATION**

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim between you and any AGGIEVILLE SHOWDOWN Party arising out of or relating to these Terms or your use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved on an individual basis through binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us (collectively, the **"Excluded Disputes"**). **YOU AND WE BOTH WAIVE ANY CLAIMS FOR PUNITIVE**

**DAMAGES AND ANY RIGHT TO PURSUE CLAIMS ON A CLASS OR REPRESENTATIVE BASIS, INCLUDING IN ANY EXCLUDED DISPUTE. FOR ANY DISPUTE OR CLAIM OTHER THAN AN EXCLUDED DISPUTE, YOU AND WE ALSO WAIVE THE RIGHT TO TRIAL BY JUDGE OR JURY.**

You must first present any claim or dispute to us by contacting us in writing or by electronic mail, at the information provided in the "Contacting Us" section herein, to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved to your satisfaction within sixty (60) days. The arbitration of any dispute or claim shall be conducted by a sole arbitrator under the Streamlined Arbitration Rules & Procedures ("**JAMS Rules**") of JAMS Inc. ("**JAMS**") (or any successor to JAMS), as modified by these Terms. The JAMS Rules are available at [www.jamsadr.com/rules-streamlined-arbitration](http://www.jamsadr.com/rules-streamlined-arbitration). In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. You and we agree that these Terms evidence a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. The federal or state law that applies to these Terms will also apply during the arbitration.

Unless you and we agree otherwise, any arbitration will take place in Baltimore, Maryland and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class-wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the JAMS Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the JAMS Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

All administrative fees and expenses of any arbitration will be divided equally between you and us, unless otherwise prohibited by law. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

**IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, YOU AND WE BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. IF THIS ARBITRATION CLAUSE OR THE CLASS ACTION WAIVER SET FORTH IN THESE TERMS IS DEEMED INAPPLICABLE OR INVALID, THEN YOU HEREBY AGREE THAT ANY DISPUTE MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER BALTIMORE COUNTY, MARYLAND AND YOU**

**HEREBY CONSENT AND WAIVE ALL OBJECTIONS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. However, you further agree that we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms is taking place or originating.**

## **15. Miscellaneous and Additional Terms**

**A. Changes to the Terms:** We reserve the right, in our sole discretion and at any time, to change or add to the terms of these Terms. If we make a material change, we will provide appropriate notice to you. Your use of the Services after the changes take effect (or engaging in such other conduct as we may reasonably specify) constitutes your agreement and consent to the updated Terms. Therefore, you should review these Terms before using the Services.

**B. Entire Understanding:** These Terms (together with our Privacy Policy, which is expressly incorporated herein, and any Additional Terms) contain the entire understanding between you and us with respect to use of the Services and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement.

**C. Transfer & Assignment:** This agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of AGGIEVILLE SHOWDOWN. AGGIEVILLE SHOWDOWN may freely assign this agreement without notice to you. This agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

**D. Severability And Non-Waiver:** Failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right under these Terms on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision.

**E. Law & Jurisdiction:** These Terms shall be subject to, governed by and construed under the laws of the state of Maryland in the United States of America, without regard to conflict of law principles. Your access to, or use of, the Services or information, materials, products and/or services through the Services may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with any applicable laws of the country from which you are accessing the Services.

**F. Contacting Us:** If you have any comments or questions, you may send an e-mail to [christianc@aggievilleshowdown.com](mailto:christianc@aggievilleshowdown.com) or write to us at:

Aggieville Showdown, LLC

5100 Zeandale Road

Manhattan, KS 66502

Attn: Marketing/Privacy Feedback

**TEXT MESSAGE TERMS AND CONDITIONS**

AGGIEVILLE SHOWDOWN, its clients or those acting on behalf of AGGIEVILLE SHOWDOWN and its clients may provide information, promotions, specials, and other marketing offers via text message to users who have opted in. You may need to confirm your consent to receive our messages by following the instructions provided. You will receive periodic recurring messages per month. Consent is not required as a condition of purchasing any goods or services. Texts may be sent via an autodialer. Message and data rates may apply.

To stop receiving these texts, please follow the instructions provided in those messages or otherwise reply STOP to any AGGIEVILLE SHOWDOWN text. **You will receive a final text confirming your opt-out.** If you change your mobile phone number, you agree to promptly notify both AGGIEVILLE SHOWDOWN and the sender of the text message. If you have any questions, you may reply **HELP** to any text.

By opting-in and participating in our text message program, you agree to be subject to our Terms of Use and Privacy Policy.