

The Clubhouse Terms of Service

This Terms of Service (the “**Agreement**”) is a contract between you (referred to herein as “**you**”) and Sports Business Solutions, LLC (“**SBS**”) for the right to access the features and functionality of The Clubhouse service as accessed on this website (the “**Services**”). BY CLICKING “I ACCEPT”, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU (I) ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, AND (III) YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR YOUR ORGANIZATION.

SBS provides access to the Services solely on the terms and conditions set forth in this Agreement and on the condition that you accept and comply with them. If you do not accept all of the terms and conditions of this Agreement, do not register for or access the Services. YOU CLICKING “I ACCEPT” AND YOUR SUBSEQUENT ACCESS AND USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. NO SOFTWARE LICENSE IS GRANTED UNDER THIS AGREEMENT.

In consideration of the mutual benefits derived by each party, the parties agree to the following terms and conditions:

1. Access to The Clubhouse Services; Usage Restrictions.

1. Subject to this Agreement, SBS grants to you a non-exclusive, non-transferable, and non-sub-licensable limited right to use and access the features and functions of the Service using uniquely assigned user IDs and passwords; provided, however that such right does not among other things, include the right to assign, share, sell, rent, lease or otherwise transfer your right to use the Services, or permit anyone to republish, in whole or in part, any portion of the Services and associated content. The Services provide you with access to a platform with educational content on careers in the sports industry as well as community forums and mentorship and networking opportunities. Use of the Services provides you the use of and access to SBS content, including images, graphs, and data (the “Content”), and you agree and understand that you shall not hold SBS liable for any breach of relevant local, state or federal regulations caused by your use of the Services. Except as may be expressly provided in writing by SBS, the use of the Services for any other purpose other than as set forth in this Agreement is not permitted.
2. SBS reserves the right at any time and from time to time to modify, discontinue, or suspend, temporarily or permanently, its offering of the Services (or any part thereof) without notice or liability to you or any third party.
3. SBS is authorized to license certain third party content and to provide access to such third party content to you through the Services pursuant to the terms and conditions of this Agreement.
4. The rights to use the Services granted pursuant to this Agreement shall terminate upon breach of this Agreement by you. You agree and understand that SBS may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, you agree and understand that the rights to use the Services granted under this Agreement shall terminate, and your right to use and access the Content shall automatically expire without notice or refund.

2. Intellectual Property Rights.

1. You agree and understand that the right to use the Services granted in this Agreement and all rights in the Services are the proprietary property of SBS or SBS is licensed to use such third party

content, and such proprietary rights shall remain vested in SBS. You agree and understand that he or she will not publish, distribute via the Internet or any other public computer based information system, create derivative works of, transfer, sell, lease, disclose or otherwise make the Services available to any third party. You further agree that he or she shall not at any time challenge or contest the validity or ownership of such Content and that nothing in this Agreement shall be construed to limit any proprietary rights of SBS in the Content.

2. You agree and understand that the Services use copyrighted material, trademarks, or other proprietary information including, but not limited to, text, software, photos, video, graphics, and the entire substance of the Content is protected under the United States copyright laws. The copyright in all material within the Services is held by SBS or its licensors. You shall not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the Services in whole or in part. Except as expressly permitted by SBS, nothing within the Services may be copied, reproduced, distributed, modified, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopy, recording, or otherwise, without the prior written permission of SBS or the copyright owner. This Agreement terminates automatically if you breach any of these terms. In addition to termination for breach of the aforementioned terms, SBS reserves the right to terminate your account and subscription at any time for any reason.
 3. Any trademarks and logos of SBS shall remain the proprietary property of SBS and you shall not have any right to use any trademark of SBS without the prior written consent of SBS
 4. You agree and understand that by submitting any materials, feedback, or other information to SBS through the Services, you grants SBS a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such materials or other information alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights. You will comply with all applicable law in posting and contributing materials via the Services and SBS reserves the right to remove any materials or content you have posted to the Services in its sole discretion.
3. Fees and Payment.
1. You may elect from a free option or may select a month-to-month pre-paid subscription for access to additional features and functionality in the Services and pay the fee (“**Subscription Fee**”) as selected and in the amount indicated during registration for the Services. You may also elect to pay for additional services available through the website, including without limitation career services, and events. **All fees are non-refundable.**
 2. All Subscription Fees are non-refundable. SBS may increase the Fees in its sole discretion, which increase will be effective during the following month.
 3. Failure to pay any fees including, but not limited to, Subscription Fees, may result in the invalidation of all user IDs and passwords associated with the you right to use the Services. Such user IDs and passwords will be reactivated upon payment in full by you of the applicable Subscription Fees.
 4. During registration for the Services, you will be required to designate a payment method and may be required to provide credit card information. All fees will be deducted automatically from the credit card provided to SBS by you. You hereby authorize SBS to automatically charge the credit card account for the Subscription Fees in advance as set forth in this Agreement and as selected by you in your registration for the Services without any further authorization. You acknowledge

that the foregoing authorization will remain in effect until you cancel such authorization by providing written notice to SBS. If your credit card information on file is closed or the account information is changed, or if, for any reason, a charge is rejected, you will immediately update your credit card account or supply a new payment account. If you are unable to update your credit card information, then SBS will invoice you for the amount outstanding, which will be due and payable within thirty (30) days of receipt. SBS may suspend your access to the Services in the event of non-payment following notice and a five day period to cure.

5. You understand that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on SBS' income).

4. Term and Termination.

1. This Agreement is effective as of the date of your acceptance of this Agreement ("Effective Date") and access to the Services will start on the Effective Date and will continue either on month-to-month basis as indicated and selected during registration, until terminated by either party as set forth in this Agreement.
2. You agree and understand that SBS may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, you agree and understand that the rights to use the Services granted under this Agreement shall immediately terminate.
3. You may provide SBS notice of your intent to terminate your subscription by emailing us at clubhouse@sportsbusiness.solutions. SBS does not provide a refund of any Subscription Fees upon termination.

5. Indemnification; Limitation of Liability.

1. You shall indemnify, defend and hold harmless SBS and its affiliates, officers, directors, employees, agents, successors and assigns ("SBS Indemnified Parties"), from and against all claims, demands, liabilities, damages and costs including, without limitation, its reasonable attorneys' fees and other costs of defense, arising from or relating to your breach of any terms of this Agreement, your acts and omissions in using the Services, your use of the Services, and any third party claims related to content you provide in the Services.
2. INFORMATION AND MATERIALS IN THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT ACCESS TO THE SERVICES MAY BE SUSPENDED IN THE CASE OF TECHNICAL ERRORS, VIRUSES, AND THE LIKE.
3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SBS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES, EVEN IF SBS OR AN AUTHORIZED REPRESENTATIVE OF SBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER SBS NOR ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO ANY MATTER OF THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR ANY AMOUNT IN EXCESS OF FIVE HUNDRED DOLLARS (\$500).
4. YOU AND SBS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

6. Warranty Disclaimer.

1. You agree and understand that (a) information offered by the Services in any particular situation does not constitute a recommendation or advice by SBS or any of its advisors, generally, and you shall not rely on the Services for such purpose; and (b) you assume responsibility for its actions undertaken in connection with the use of the Services in any capacity.
2. THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND SBS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SBS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SBS DOES NOT PROVIDE ANY GUARANTEES RELATED TO OR ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY JOB PLACEMENT OR SIMILAR RESULT OUT OF YOUR USE OF THE SERVICES.

7. Other Terms.

1. SBS may amend any term of this Agreement at any time by providing notice to you via email or otherwise through the Services. Your continued use of the Services constitutes your acceptance of the modified or amended Agreement.
2. This Agreement constitutes the entire agreement between you and SBS, superseding any prior agreements between you and SBS. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Maricopa, Arizona. The failure of SBS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without SBS’ prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
3. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, fire or other disaster or telecommunications, power or Internet failure. The occurrence of any such event shall toll the time period provided in this Agreement for performance by the affected party.