

# Terms of Use

**Last Updated: April 17, 2022**

These Terms of Use (“Terms”) are an agreement between you and the Golden State Entertainment LLC and its affiliates (collectively, “GSE,” “we,” or “us”). By accessing or using the Mobile Service, websites, or other services that display or provide an authorized link to these Terms (collectively, the “Services”), you are indicating that you understand, accept, and agree to be bound by these Terms. Please read the Terms carefully before using the Services. PLEASE NOTE THAT THESE TERMS CONTAIN A MANDATORY ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

We reserve the right to change or modify any of the terms and conditions contained in the Terms at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions on the Services, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

We may post supplemental terms that apply to your use of certain parts of the Services. Please review all applicable terms carefully before using the Services.

## **1. OWNERSHIP AND USE RESTRICTIONS**

The content and materials contained within the Services (including, but not limited to, video, audio, photos, text, images, statistics, updated scores, logos, all source code or software that compromise the Services and other intellectual property related to GSE) (“Services Content”) are either owned by or licensed to us. No Services Content may be reproduced, republished, uploaded, posted, transmitted, reproduced, distributed, copied, publicly displayed, or otherwise used except as provided in these Terms without our written permission.

We maintain these Services for your personal entertainment, information, education, and communication. Please feel free to browse the Services. You may download and view material displayed on the Services to any single computer only for your personal, noncommercial use, provided you

also maintain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, reproduce, republish, display, modify, create derivative works of, transmit, reuse, repost, link to, or use any materials of the Services for public or commercial purposes on any other website or otherwise without our written permission.

Modification of any materials displayed on the Services is a violation of our copyright and other proprietary rights.

All names, trademarks, logos, service marks, and other proprietary materials depicted on the Services (collectively, the “Trademarks”) are Trademarks of their respective owners. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Services without the written permission of its respective owner. You may not use any Trademark of GSE without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of GSE and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Images of people or places displayed on the Services are either the property of, or used with permission by, GSE. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Services. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

We neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties.

## **2. REGISTRATION**

A. Data: You may be asked to provide certain information or data in order to use certain features or functionalities on the Services. Where you provide your information or data, you agree to: (i) provide true, accurate, and complete information about yourself as prompted by the registration form or any other prompt and (ii) maintain and promptly update any information you provide to keep it true, accurate, current, and complete.

You acknowledge and agree that we may rely on the information you provide to send you information and notices regarding your account and the Services. We shall have no liability associated with or arising from your failure to maintain accurate information, including, but not limited to, your failure to receive critical information about the Services or your account. You further agree that we are authorized to, but not obligated to, verify the information you provide.

B. Username and Password: If you opt to register for any portion of the Services, you may be required to establish an account and provide a username and password and/or other registration information (collectively, "Registration Information"). You are solely responsible for maintaining the confidentiality of your Registration Information and must immediately notify us of any unauthorized use of your Registration Information. You authorize us to process any and all account transactions initiated through the use of your Registration Information, and you acknowledge and agree that you, and not we, will be responsible for any activities, charges, and/or liabilities made through the use of your Registration Information. We may need to change usernames or other Registration Information allocated to certain of our products and services and we reserve the right to do so. You will be informed of this if we make such a change.

### **3. MESSAGE FEATURES**

To the extent the Services offer opportunities for you to send messages or postings in connection with various features, such as online polls and/or forums to communicate with other users ("Message Features"), you agree to use such Message Features in a responsible manner. You must not transmit any message, suggestions, reviews, concepts, audio or video recordings, photographs, artwork, or other materials ("Message") in connection with any Message Feature that restricts or inhibits any other user from using and enjoying the Services or otherwise violates these Terms.

We shall have the right, but not the obligation, in our sole discretion, to review, edit, or delete any Message. Please be advised that we may cooperate with any law enforcement authorities or court order requesting or directing us to disclose personal information of anyone who submits a Message that violates the foregoing Terms.

Although we may from time to time monitor or review Messages submitted in discussions, chats, postings, transmissions, bulletin boards, and the like on the Services, we are under no obligation to do so and assume no responsibility or liability arising from the content of any Message nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. Display of any Message in any Message Feature does not constitute approval or endorsement by us.

Messages submitted to the Services by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like are, and will be treated as, nonconfidential and nonproprietary. By submitting a Message to the Services, you acknowledge that any information disclosed by you therein (i) may be used by any third party; (ii) is not confidential and may be read or intercepted by others; (iii) creates no confidential, fiduciary, contractually implied, or other relationship between you and GSE other than pursuant to these Terms; and (iv) is subject to the grant of rights to us described in this section.

You represent and warrant that you own and control all of the rights to the content that you post or you otherwise have the right to post such content to the Services.

By transmitting any Message or submitting creative ideas, concepts, know-how, techniques, suggestions, opinions, votes, or materials (collectively, "Submissions"), you are automatically granting us a perpetual, royalty-free, non-exclusive, assignable, transferable, fully sublicensable, unrestricted, worldwide, and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, prepare derivative works based upon, distribute, perform, or display such Messages and Submissions, in whole or in part, in any form, media, or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others (collectively, "Rights"). All Submissions, whether solicited or unsolicited, shall become and remain the property of us. This means that anything submitted by you to the Services may be used by us for any purpose, now or in the future, without any payment or attribution to, or further authorization by, you. We also have the right, but not the obligation, to use your name in connection with the broadcast, print,

online, or other use or publication of your Submission.

#### **4. VOTES, CONTESTS AND SWEEPSTAKES**

The Services may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By casting a vote or entering contests or sweepstakes through the Services or through a service that includes an authorized reference or link to these Terms, you signify your agreement to all special terms set forth on the Services applicable to the balloting, contest, or sweepstakes, as well as to the terms set forth in these Terms.

#### **5. LINKS TO GSE**

You may link to our Services provided that you do so in a way that is fair and legal, uses a “word” (as opposed to a “logo”), is spatially separated from, and not otherwise associated with, any sponsorship advertising, or other commercial text or graphics; and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest or imply any form of association, approval, or endorsement on our part where none exists; and you may not “frame” or “mirror” any part of the Services. We reserve the right to withdraw linking permission without notice. You agree that we have the discretion to withdraw linking permission, and you agree to promptly remove any such link upon our request. The website in which you are linking to our Services must comply in all respects with the standards and prohibitions in Sections 3 and 11 of these Terms.

#### **6. MODULAR CONTENT**

We may provide certain content, which includes graphics, text, audio, video, photographs, news, scores, or other material that is capable of being incorporated, including as a module or via an RSS feed or similar technology, into a website or other online, cable, wireless, or other service other than the Services (“Modular Content”). To the extent that we make Modular Content available, you agree to use it responsibly and consistent with these Terms and any other rules or restrictions provided to you in connection with the Modular Content.

By using Modular Content or incorporating it within or associating it with a website or other online, cable, wireless, or other service other than the Services, you agree not to: (i) obscure our branding of the Modular Content, assert or imply ownership or authorship of the Modular

Content, or facilitate another party's assertion or implication of ownership or authorship of the Modular Content; (ii) excerpt or edit the Modular Content, except as specifically permitted by us; or (iii) publish, place, or utilize the Modular Content in a setting or manner in which it may be associated with content or other material that would be prohibited under Section 11 of these Terms.

Although we are under no obligation to do so and assume no responsibility or liability arising from any use of Modular Content, we may monitor the websites or other online, cable, wireless, or other services with which Modular Content is used. You agree that you will promptly, and in any event within 24 hours, remove the Modular Content from any website or other online, cable, wireless, or other service if GSE or our agent requests that you do so, and that you will maintain the ability to remove Modular Content from any website or online, cable, wireless, or other service on which you cause it to be placed or with which you cause it to be affiliated.

You agree that we have exclusive discretion to direct that the Modular Content be removed from websites or other online, cable, wireless, or other services at any time and for any reason, including but not limited to the prohibited uses of Modular Content described above; that we may implement and use protections to limit the websites or other online, cable, wireless, or other services in conjunction with which Modular Content may be used or the manner in which Modular Content may be used; and that we may not specifically advise you of the existence or nature of these protections.

We provide Modular Content, if at all, on a voluntary basis. We expressly disclaim any obligation to provide or update Modular Content, to maintain its availability, or to ensure its accuracy.

By viewing or using Modular Content, YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD US HARMLESS FOR CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES ARISING OUT OF YOUR USE OF MODULAR CONTENT consistent with the terms of Section 14 of these Terms.

Notwithstanding any statement to the contrary by us or by you or any third party, your use of Modular Content creates no fiduciary or contractual relationship between you and us, or between us and any

third party, other than pursuant to these Terms.

## **7. MOBILE CONTENT & TEXT MESSAGE CAMPAIGNS**

A. Mobile Service. The mobile application and/or other areas of the Services may provide mobile alerts and other mobile entertainment content, such as news, scores, videos, and other information or data via SMS, MMS, WAP, BREW and other means of mobile content delivery to certain compatible mobile devices. You acknowledge and agree that the Mobile Service is for your personal use and may be used only on your personal mobile device ("Mobile Device"). To the extent the Mobile Service requires designation of your Mobile Device during a registration or other process, the Mobile Service may only be used on the designated Mobile Device. You agree that you may not otherwise transmit, broadcast, upload to any computer or other mobile device, create derivative works of, or make commercial use of the Mobile Service, including, but not limited to, any mobile alert. You may not, or attempt to (or otherwise authorize, encourage, or support others' attempts to) circumvent, re-engineer, decrypt, break, or otherwise alter or interfere with the Mobile Service. We make no representation as to the compatibility of your Mobile Device with the Mobile Service, and you acknowledge and agree that we shall have no liability for the compatibility or non-compatibility of your Mobile Device with the Mobile Service. For clarity, the Mobile Service constitutes part of the Services and is therefore subject to the other provisions of these Terms. In addition, on Services pages on which the Mobile Service is offered, we may post additional terms (e.g., regarding additional fees) that apply to your use of the Mobile Service, and your use shall also be subject to those additional terms.

B. Access to the Mobile Service. In order to use the Mobile Service, you must have a mobile communications subscription with a participating wireless service provider (a "Carrier"), or otherwise have access to a mobile communications network for which we make the Mobile Service available, as well as any Carrier services necessary to download content to your Mobile Device. There may be service fees associated with certain Carrier services necessary to download content. Please contact your participating Carrier for details. In addition, you are responsible for ensuring that your equipment and/or software do not disturb or interfere with our operations. Any equipment or software causing interference with our operations and/or the Mobile Service shall be subject to

immediate disconnection from the Mobile Service by us. If any upgrade in or to the Mobile Service requires changes in your equipment or software, you must effect these changes at your own expense.

C. Your Electronic Agreement to Receive Text Messages; E- Sign Disclosure. When you agree to receive text messages, you also consent to the use of an electronic record to document your agreement. To stop receiving text messages from a GSE text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

D. Who Can Receive Text Messages? By signing up to receive texts, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent, legal guardian, or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these Terms, which form a binding agreement between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign up for texts.

E. Cancellation of Text Messages. To stop receiving text messages from a specific GSE text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive. After doing so, you will receive confirmation of your opt-out via text message. If you have signed up for more than one GSE text message program, you will need to text STOP to the short code provided for each program from which you no longer wish to receive text messages.

F. What If I Want More Information? To request more information, simply text HELP to the short code provided in the GSE text message program about which you have questions.

G. How Many Text Messages Will I Receive? The number of text messages you receive from a GSE text message program may vary significantly, depending in part on the specific text message program for which you sign up. Details regarding the type and frequency of text

messages are included in the description of each GSE text message program.

H. Who are the Participating Carriers? Content is not available on all carriers and carrier participation could change. Consult with your carrier to see if it participates in a particular text message program. The content is not compatible with all mobile phone models. We will not be liable for any delays in the receipt of any text messages or changes to participating carriers, as delivery is subject to effective transmission from your carrier with active participation at that time.

I. How Are the Text Messages Sent? We or our vendor may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you supply when you request to receive the text messages.

## **8. GSE STATISTICS**

INTENTIONALLY OMITTED.

## **9. MERCHANDISE**

A. The GSE website may allow you to order products ("Merchandise") supplied and managed by an independent merchandise vendor ("Merchandise Vendor"). By placing an order, you acknowledge that it is supplied and managed by such Merchandise Vendor and that such Merchandise Vendor (and not GSE) is exclusively responsible for the fulfillment and shipment of any Merchandise ordered. The Merchandise Vendor can be reached by using the contact information provided, and you should direct all questions relating to such purchase, Merchandise and its fulfillment to the Merchandise Vendor.

B. By placing an order, you agree to pay the Merchandise Vendor all amounts accrued in your account, including sales tax and shipping and handling charges, when due. Your ability to purchase Merchandise is subject to limits established by us, the Merchandise Vendor, and/or your credit card issuer. The Merchandise Vendor may bill your credit card at the time Merchandise is ordered. The Merchandise Vendor may, in its sole discretion, decline service to or terminate your Services account without notice.

C. We reserve the right, in our sole discretion, without prior notice, to

limit the order quantity on any product or service and/or to refuse service to any customer.

D. You may have the option to personalize certain Merchandise. We or the Merchandise Vendor reserve the right, in our sole discretion, without prior notice, to refuse to fulfill any order for Merchandise containing personalized content which we deem to be illegal, offensive, or inappropriate.

## **10. THIRD-PARTY SITES, FUNCTIONALITY, AND CONTENT**

Our Services may link or otherwise provide access to third-party websites and other products and services that are outside of our control and/or include functionality powered by third parties outside of our control (collectively, "Third-Party Products and Services"). These Third-Party Products and Services may include, for example, ride-sharing services, restaurant reservations, parking reservations, and payment information and functionality, and other features, functionalities, and services to which our Services link or otherwise provide access. The Services also may make third-party information and other content available on or through the Services ("Third-Party Content").

GSE does not endorse, adopt, sponsor, recommend, or otherwise accept responsibility for any Third-Party Products and Services or Third Party-Content. These Third-Party Products and Services and Third-Party Content are not under the control of GSE, and GSE is not responsible for their content, quality, nature, reliability, or privacy, data security, or other practices or their handling of personal information or other information you share with them. We make no representation or warranties of any kind regarding the Third-Party Products and Services or Third-Party Content, including, without limitation, with respect to their acts or omissions pertaining to personal information or other information.

Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

Your business dealings with these third parties, and any terms, conditions, warranties, or representations associated therewith, are solely between you and such third party. Our terms and policies do not

govern your interactions with these third parties. You should review the applicable terms and policies, including privacy and data practices, of any Third-Party Product and Service, including those you use in connection with the Services. You should direct any concerns regarding any external link or other Third-Party Product or Service to its site administrator or Webmaster.

You acknowledge and agree that GSE is not responsible or liable in any manner for any Third-Party Products and Services or Third-Party Content and that GSE undertakes no responsibility to update or review any Third-Party Products and Services or Third-Party Content. Users use such Third Party-Content and Third-Party Products and Services at their own risk.

## **11. PROHIBITED CONDUCT**

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any other person or entity, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

(a) Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company, or otherwise misrepresent your affiliation or the origin of materials you transmit, or, without our prior written consent, express or imply that any statements you make are endorsed by us;

(b) Engage in unauthorized spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;

(c) Use the Services to access, harvest, copy, collect, gather, or assemble information or data regarding other users of the Services without the applicable user's prior express consent;

(d) Take any action that imposes or may impose an unreasonable or disproportionately large load on our network or infrastructure;

(e) Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the

vulnerability of, or breach the security of any system or network, including without limitation via any viruses, corrupted data, or other harmful, disruptive, or destructive files, including without limitation by submitting any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature (“collectively, “viruses”) or by attempting to circumvent, whether by manual or automatic device or process, any technological measure that is intended to control access to or the rights in the Services or Services Content;

(f) Attempt to modify, copy, make derivative works of, decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services, including any of the algorithms or other components of the Services;

(g) Distribute any unauthorized materials or advertise or promote goods, services, or political campaigns without our express written permission (including, without limitation, by sending spam);

(h) Remove or attempt to remove any copyright, trademark or other proprietary rights notices from any content or material obtained from the Services;

(i) Sublicense any of your rights under these Terms;

(j) Harass or materially interfere in any manner with another user’s use or enjoyment of the Services;

(k) Engage in any other conduct that restricts or inhibits any person or entity from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other person or entity to any liability, damages, or detriment of any type; or

(l) Submit any information, postings or other content (including by providing links to content) that restricts or inhibits any other user from using and enjoying the Services or (i) is harassing, unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, lewd, suggestive, sexually explicit, or indecent; (ii) constitutes, advocates, or encourages conduct that would constitute or give rise to a criminal offense, civil liability, or other violation

of these Terms or any local, state, national, or international law; (iii) violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right; (iv) contains a virus or other harmful component; (v) contains any information, software, or other material of a commercial nature; (vi) contains advertising, promotions, or commercial solicitations of any kind; (vii) constitutes or contains false or misleading indications of origin or statements of fact; (viii) includes private information of any third party that has not authorized the release of such information; (ix) includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable; or (x) contains material irrelevant to the subject matter of the applicable Message Feature or Service.

(m) Otherwise use the Services for any unlawful or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms or any additional guidelines, policies, or rules posted on the Services or otherwise provided to you.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate these Terms. We may suspend or terminate your account and/or your access to the Services for any or no reason at any time without notice.

## **12. DISCLAIMER OF WARRANTIES AND DAMAGES; LIMITATION OF LIABILITY**

While we use reasonable efforts to include accurate and up to date information in the Services, we make no warranties or representations as to the accuracy of the Services or Services Content. We assume no liability or responsibility for any errors or omissions in the content of the Services or Services Content.

Neither GSE, nor any of its respective parents and affiliates, and each of their respective general and limited partners, members, owners, employees, investors, shareholders, officers, directors, licensors, agents, representatives, suppliers, and business partners, including without limitation advertisers and sponsors (collectively, the "Operator Parties") make any representation that the materials contained in or available

through the Services are appropriate or authorized for use in all countries, states, provinces, counties, or any other jurisdictions. If you choose to access the Services, you do so on your own initiative and risk and are responsible for compliance with all applicable laws with respect to your use of the Services.

THE SERVICES AND SERVICES CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE OPERATOR PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE OPERATOR PARTIES DO NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THE SERVICES IS ACCURATE, COMPLETE, CORRECTLY SEQUENCED, RELIABLE, OR TIMELY, OR THAT THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR FREE OF ERRORS, MISTAKES, INACCURACIES OR OMISSIONS AND/OR VIRUSES. YOU USE THE SERVICES AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: 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 HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE AGGREGATE LIABILITY OF GSE AND THE OPERATOR PARTIES, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, PERSONAL INJURY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THESE TERMS SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100), WHICH SHALL IN NO EVENT EXCEED THE AMOUNT THAT YOU PAID TO ACCESS THE SERVICES DURING THE MONTH IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURRED. THE AMOUNT THAT YOU PAID TO ACCESS THE SERVICES MEANS THE AMOUNT PAID TO ACCESS PARTICULAR ONLINE SERVICES, SUCH AS THE PRICE PAID TO USE ANY SUITE RESALE PLATFORM AND WOULD NOT, FOR CLARITY, INCLUDE THE AMOUNTS

PAID TO GSE TO PURCHASE PRODUCTS OR MERCHANDISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SERVICES, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER FOR ANY REASON ARISING IN CONNECTION WITH THESE TERMS AND/OR THE SERVICES, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURY CAUSED, IN WHOLE OR IN PART, BY CONTINGENCIES OR ISSUES BEYOND THEIR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO: THE ACTS OF THIRD PARTIES, ERRORS MISTAKES, INACCURACIES OR OMISSIONS IN THE CONTENT OR SERVICES, NETWORK FAILURES, INTERNET FAILURES, SOFTWARE AND HARDWARE FAILURES, VIRUSES AND OTHER SYSTEM ATTACKS, UNAUTHORIZED ACCESS TO PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION, LABOR STOPPAGES, RIOTS, ACTS OF GOVERNMENT OR GOD, NATURAL DISASTERS, ACTS OF TERRORISM, COMMUNICATION LINE FAILURE, OR THEFT, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER (I) LIABILITY OR DAMAGE IS ALLEGED FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION, AND/OR (II) THE PARTY AGAINST WHICH LIABILITY OR DAMAGES IS SOUGHT WAS ADVISED OF THE POSSIBILITY THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU

AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICES, OR ANY PART THEREOF, MUST BE ASSERTED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR IT SHALL BE FOREVER BARRED.

THE LIMITATIONS SET FORTH IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **13. NOTICE**

We may give notice to users of the Services by means of a general notice on the Services, electronic mail to a user's e-mail address if on record in GSE's account information, or by written communication sent by first class mail to a user's address if on record in GSE's account information. You may give notice to GSE (such notice shall be deemed given when received) at any time by sending mail to:

Legal Department  
Golden State Entertainment LLC  
1 Warriors Way  
San Francisco, CA 94158

Please Note: Any notice by you related to any dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services must be provided as specified in this section.

California users may also contact the Complaint Assistance Unit of the Division of Consumer Services, California Department of Consumer Affairs, located at 1625 North Market Blvd., Sacramento, CA 95834, (800) 952-5210.

### **14. INDEMNIFICATION**

You hereby agree to indemnify and hold GSE, its parent and affiliates, the NBA Family, the National Basketball Players' Association, and each of their respective general and limited partners, members, owners, investors, shareholders, directors, officers, employees, agents, representatives, suppliers and business partners, including without

limitation advertisers and sponsors, harmless from all claims, liabilities, damages and expenses (including attorneys' fees and court costs) arising out of or relating to: (i) your use of the Services, including, but not limited to use of any Message Feature, Modular Content, or the Shop; and (ii) any breach or alleged breach of these Terms. For these purposes, the "NBA Family" means the National Basketball Association, the Women's National Basketball Association ("WNBA"), the NBA Gatorade League ("G-League"), the NBA 2K League, their respective teams, and each of their respective affiliates

## **15. TERMINATION OF SERVICE**

We may change, suspend, or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We also may impose limits on certain features and services or restrict your access to parts of or the entire Services without notice or liability at any time in our exclusive discretion, without prejudice to any legal or equitable remedies available to GSE, for any reason or purpose, including, but not limited to, conduct that we believe violates these Terms or other policies or guidelines posted on the Services or conduct which we believe is harmful to other customers, to GSE's business, or to other information providers.

Upon any termination of this agreement, you shall immediately discontinue your use of and access to the Services and destroy all materials obtained from it.

## **16. SOFTWARE**

Software and other materials from the Services also may be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Services may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iran, Libya, North Korea, the Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. We do not authorize the downloading or exportation of any software or technical data from the Services to any jurisdiction prohibited by the United States Export Laws.

## **17. NOTICE OF COPYRIGHT INFRINGEMENT**

If you believe in good faith that your copyrighted work has been reproduced on or linked from the Services without authorization in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

(a) identification of the copyrighted work claimed to have been infringed;

(b) identification of the allegedly infringing material on the Services that is requested to be removed;

(c) your name, address, and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;

(d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

(e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and

(f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

The copyright agent for notice of claims of infringement on the Services is:

Legal Department  
Golden State Entertainment LLC  
1 Warriors Way  
San Francisco, CA 94158

Phone: 415-712-0321

Email: [warriorslegal@warriors.com](mailto:warriorslegal@warriors.com)

*Repeat Infringer Policy.* In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, GSE has adopted a

policy of terminating, in appropriate circumstances as determined by GSE in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. GSE also may at its sole discretion limit access to the Services and/or terminate the accounts of any users who infringe, misappropriate, or otherwise violate any intellectual property rights of others, whether or not there is any repeat infringement, misappropriation, or violation.

## **18. AGREEMENT TO ARBITRATE**

PLEASE READ THIS SECTION CAREFULLY - IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

GSE and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services, GSE or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy and the relief requested. You must send any such notice via letter delivered by first class postage prepaid mail or courier to the address set forth in Section 13.

To the extent that GSE has your contact information, it will send any such notice to your email address or by U.S. Mail. GSE and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. GSE and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After 30 days, GSE and/or you may resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and 30-day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Services.

Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between GSE and you arising under these Terms or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services, if unresolved through informal discussions within thirty (30) days of receipt of notice, shall be resolved by binding individual arbitration to be held in the state in which you reside. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets, claims of piracy or unauthorized use of the Services, as well as claims under the Private Attorneys General Act in employment agreements shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in California, and GSE and you agree to submit to the personal jurisdiction of any state or federal court in California to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at "[www.adr.org](http://www.adr.org)," or by calling the AAA at 1-800-778-7879.

GSE shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$75,000, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in connection with the arbitration including, but not limited to attorney's fees and expert witness costs unless we are otherwise specifically required to pay such fees and/or costs under applicable law. For claims that total more than \$75,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on GSE and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. GSE and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow

these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. Notwithstanding the foregoing, GSE and you agree not to seek any attorney's fees and/or expert witness costs unless such fees and/or costs would be permitted pursuant to a statute under which you brought a claim, or the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. GSE and you understand that, absent this mandatory arbitration provision, GSE and you would have the right to sue in court and have a jury trial. GSE and you further understand that, in some instances, the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over GSE and you otherwise qualifies for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt out and not be bound by these arbitration provisions by sending written notice of your decision to opt out to the address set forth in Section 13.

This opt out notice must be sent within the later of 30 days of your first use of the Services or within 30 days of changes to this section being announced on the Services, otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, GSE also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Services will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given

full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, GSE and you agree to waive, to the fullest extent allowed by law, any trial by jury.

The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of GSE to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

### **19. CLASS ACTION WAIVER.**

PLEASE READ THIS SECTION CAREFULLY - IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS.

GSE and you agree that GSE and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms in connection with the Services will be brought only in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. GSE and you further agree that GSE and you shall not participate in any consolidated class, or representative proceeding (existing or future) brought by any third party arising under these Terms or in connection with the Services.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in the Northern District of California.

The terms of this provision also will apply to any claims asserted by you against any parent or affiliated company of GSE to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

### **20. CHOICE OF LAW**

These Terms and any disputes relating to these Terms or the Services will be governed by the laws of the State of California, United States of

America, without regard to its principles of conflicts of laws. You further agree to accept service of process by certified mail, return receipt requested at the address designated by you. GSE will be entitled to recover court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of these Terms.

## **21. INJUNCTIVE RELIEF**

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

## **22. MISCELLANEOUS**

These Terms constitute the entire agreement between you and GSE, and supersede all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and GSE. We in our sole discretion may amend these Terms, and your use of the Services after such amendment is posted on the Services will constitute acceptance of such amendment by you. The section headings in these Terms are for convenience only and must not be construed as legal advice to you. If any provision of these Terms is held by a court of competent jurisdiction to be unlawful, void, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.