

## Terms and Conditions

**ATTENTION:** PLEASE READ THIS DISCLAIMER AND TERMS OF USE ("DISCLAIMER") CAREFULLY BEFORE USING THIS SITE. YOU AGREE THAT THE USE OF ANY PRODUCTS OR SERVICES ACKNOWLEDGES THAT YOU ACCEPT AND AGREE TO ALL TERMS OF THIS DISCLAIMER. IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE TERMS SET FORTH IN THIS DISCLAIMER THEN DO NOT USE ANY PRODUCTS OR SERVICES IN THIS SITE.

This is a legal agreement ("Agreement") between you and SPORTS PLUS ("SITE"). By accessing this web site, currently located at (the "Site"), and using any of the Services (as defined below) accessible through the Site, you become a user and agree to, and are bound by, the terms and conditions of this Agreement for as long as you continue to use the Site or Services. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICES.** Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services. BEFORE SUBMITTING AN ACCOUNT REGISTRATION FORM AND/OR USING ANY OF THESE SERVICES, PLEASE READ ALL OF THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS SITE, USERS ("USERS" OR "YOU") AGREE TO BE LEGALLY BOUND WITHOUT LIMITATION, QUALIFICATION, OR CHANGE AND TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH WILL CONSTITUTE OUR AGREEMENT ("AGREEMENT").

This Agreement is subject to change by SITE in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

### **Eligibility.**

*Minimum Age.* You must be at least 18 years old to register for the Services. You represent and warrant to SITE that: (i) you are an individual (i.e., not a corporation) and you are of legal age to form a binding contract. By using the Service, you represent and warrant that you are at least 18 years old. Other Services may have other age requirements for all or portion of such Services, and such other age requirements are stated on such Services or portions thereof. I am over 18 and an adult under the laws of my State and Country. I am generally healthy, and am capable of making decisions for myself. I agree to carefully read and abide by all instructions and cautions contained in this site products and services. All material and information contained in products and services are intended to be used for educational and entertainment purposes only. It is often presented in summary or aggregate form. Products and the information therein have not been evaluated by the Food and Drug Administration and are not intended to treat, cure or prevent any condition or disease. The information provided is general in nature and is not intended to provide or be a substitute for the advice, of a licensed physician, healthcare, legal or financial professional. If you suspect that you have a disease or health related condition of any kind, you should contact your physician or healthcare professional immediately since many diseases or conditions may be serious or even life threatening. **IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT USE THIS WEB SITE FOR MEDICAL EMERGENCIES. NEVER DISREGARD PROFESSIONAL, OR DELAY IN SEEKING IT, BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE. NEVER RELY ON INFORMATION ON THIS WEB SITE IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE. YOU SHOULD ALWAYS CONSULT WITH YOUR DOCTOR OR HEALTHCARE, LEGAL OR FINANCIAL PROFESSIONAL REGARDING THE APPLICABILITY OF STATEMENTS, INFORMATION OR SUGGESTIONS MADE ON THIS WEBSITE PRODUCTS OR SERVICES TO YOUR PERSONAL SITUATION BEFORE FOLLOWING OR ACTING ON.**

### **Use of Site and Service.**

As a user of the Site or a user registered to use any of the Services (a "Registered User"), you agree to the following:

*Exclusive Use.* Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SITE is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.

*No False Information.* You will not provide inaccurate, misleading or false information to SITE or to any other user. If information provided to SITE or another user subsequently becomes inaccurate, misleading or false, you will promptly notify SITE of such change.

*No Advertising or Commercial Solicitation.* You will not advertise or solicit any user to buy or sell any products or services through the Site or Services. You may not transmit any chain letters, junk or spam e-mail to other users. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this subsection and send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to SITE but that the amount of such harm would be extremely difficult to ascertain.

*No Harassment of Employees or Agents.* You will not harass, annoy, intimidate or threaten any SITE employees or agents engaged in providing any portion of the Services to you.

### **Proprietary Rights.**

*Ownership of Proprietary Information.* You hereby acknowledge and agree that SITE is the owner of all programs and services provided on this site.

*No Use of Confidential Information.* You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.

### **Trademarks**

Any of the trademarks, service marks, collective marks, design rights or similar rights that are mentioned, used or cited in the articles of the SITE is the property of their respective owners. Their use here does not imply that you may use them for any purpose other than for the same or a similar informational use as contemplated by the original authors of these SITE articles under the CC-BY-SA and GFDL licensing schemes. Unless otherwise stated SITE sites are neither endorsed by nor affiliated with any of the holders of any such rights and as such SITE cannot grant any rights to use any otherwise protected materials. Your use of any such or similar incorporeal property is at your own risk.

### **Personality rights**

SITE contains material which may portray an identifiable person who is alive or deceased recently. The use of images of living or recently deceased individuals is, in some jurisdictions, restricted by laws pertaining to personality rights, independent from their copyright status. Before using these types of content, please ensure that you have the right to use it under the laws which apply in the circumstances of your intended use. *You are solely responsible for ensuring that you do not infringe someone else's personality rights.*

### **User Information.**

*Disclosure by Law.* You acknowledge and agree that SITE may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend SITE, or a third party's rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.

*Use of Anonymous Information for Research.* By using the Services, you agree to allow SITE to anonymously use the information from you and your experiences through the Services to continue SITE research to improve the Services. This research, conducted by psychologists and behavior research scientists, may be published in academic journals.

### **Links to Third-Party Web Sites / Dealings with Advertisers and Sponsors.**

The Services may contain links to web sites of third-parties, including without limitation, advertisers, which are not under the control of SITE and SITE is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such web sites. SITE provides these links to you only as a convenience, and

the inclusion of any link does not imply that SITE endorses or accepts any responsibility for the content on such third-party web site.

**Disclaimer of Warranty.**

*No Warranties.* THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SITE PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SITE DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. SITE DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.

All material and information contained on this site is intended to be used for educational purposes only. It is often presented in summary or aggregate form.

YOU EXPRESSLY AGREE THAT USE OF PRODUCTS OR SERVICES IS AT YOUR SOLE RISK. NEITHER SITE NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS WARRANT THAT ITS PRODUCTS OR THE CONTENT THEREIN WILL BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE EFFECTIVENESS OR RESULTS THAT MAY BE OBTAINED THROUGH USE OF ANY PRODUCT OR SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF ANY INFORMATION, CONTENT OF ANY PRODUCT OR PRODUCT DISPLAYED, PROVIDED, REFERRED TO, SOLD OR OFFERED FOR SALE BY THIS SITE. PRODUCTS ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SITE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN "RETURN POLICY AND CHALLENGE" FOUND ON THIS WEB SITE WITH RESPECT TO ITS PROGRAM OR CONTENTS OR ANY PRODUCTS DISPLAYED, PROVIDED, REFERRED TO, SOLD OR OFFERED FOR SALE THERE ON AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL SITE ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS OR SUPPLIERS BE LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME, PROFIT, GOODWILL, USE OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) AND DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH THE USE, MISUSE OR INABILITY TO USE ANY PRODUCTS OR CONTENT THEREOF OR ANY ERRORS OR OMISSIONS RELATING THERETO. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND (WITHOUT LIMITATION) AND SHALL APPLY TO ALL SERVICES AND PRODUCTS AND CONTENT THEREOF BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Third party content, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by SITE are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. SITE DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN SITE UNDER NO CIRCUMSTANCES WILL SITE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

*Beta Features.* From time to time, SITE may offer new "beta" features or tools with which its users may experiment on the Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at SITE sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

**Limitation of Liability.**

*Incidental Damages and Aggregate Liability.* IN NO EVENT WILL SITE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF SITE KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL SITE AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID SITE FOR THE USE OF ANY SERVICES, THE AMOUNT OF US \$0.10 OR ITS EQUIVALENT.

*No Liability for non-SITE Actions.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

*Information Verification.* SITE and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that SITE and its contractors will have no liability to you arising from any incorrectly verified information.

**Indemnification.**

You agree to indemnify, defend and hold harmless SITE its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (a) your use of or inability to use the Site or Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. SITE reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SITE in asserting any available defenses. You agree to indemnify and hold SITE its directors, officers, employees, contractors, agents and suppliers harmless from any claim or demand, liability, suit, action, proceeding, cost, fee and expense, including reasonable attorney's fees, made by any party due to, arising out of or in connection with your use, misuse or nonuse of any SITE product or the content thereof, any omissions or errors relating thereto or your violation of this Disclaimer. The views and statements expressed on or in SITE products and services are the opinions of SITE and should not be considered to be scientific conclusions. Use and sale of SITE products and services and this Disclaimer shall be governed by the laws of the State of Maryland, without giving effect to any principles of conflicts of law. You and SITE irrevocably consent to the exclusive jurisdiction of the courts located in Maryland in connection with any action arising out of or related to this Disclaimer, the use and sale of SITE products and services or their subject matter and waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens. The provisions hereof are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or unenforceability of the remaining portions.

**WEBSITE CONTENT.** The Services are intended solely for the personal, non-commercial (except as specifically and expressly agreed in writing by SITE in connection with a specific feature of the Service only) use users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, blogs, graphics, articles, photographs, images, illustrations and video (also known as the "Content")) are protected by copyright. You shall abide by all copyright notices,

trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy reproduce, modify translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or User Submissions or other proprietary rights not owned by you, (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. You shall not remove, obscure, or alter any notices or links (e.g., links to SITE's Privacy Policy and Terms of Use) on the Website or any of its features or tools or other Services. In addition, you agree not to access, display, distribute or otherwise exploit User Submissions or any other Content through any technology or means other than the video playback pages of the Services or the SITE's Video Player offered through the Websites ("Video Player").

The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in this Section of the Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content, and other items displayed on the Services for download, for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from SITE, or from the copyright holder identified in such Content's copyright notice. You shall not link to the Services without SITE's prior written consent.

In the course of using the Services, you and other users may provide information which may be used by SITE in connection with the Services and which may be visible to certain other users. You understand that by posting information, images, video, blogs, or other content ("User Submissions") on the Services or otherwise providing User Submissions to SITE or in connection with the Services, SITE hereby is and shall be granted a non exclusive, worldwide, royalty free, perpetual, irrevocable, transferable right to fully exploit such User Submissions (including all related intellectual property rights) and to allow others to do so, however, SITE will only share personally identifiable information that you have not made publicly available in accordance with SITE's current privacy policy. Furthermore, you understand that SITE retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that SITE will not be liable for any errors or omissions in any content. You understand that SITE cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, SITE cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content and User Submissions accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting there from.

Under no circumstances will SITE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Services. You are solely responsible for taking all precautions necessary and/or reasonable to protect yourself, your computer systems and other property from viruses, worms, Trojan horses, and other harmful content and code. You acknowledge that SITE does not endorse or guarantee any user blogs, video, or other User Submissions and you may not state or imply any such endorsement or guarantee. SITE shall have no obligation to monitor any User Submissions, however, SITE and its agents reserve the right to monitor User Submissions from time to time and may remove or block any User Submissions on or accessible through the Services, including disabling access to User Submissions that you have downloaded through the Services.

**YOUR WARRANTY.** You warrant, represent and agree that you will not contribute any User Submissions (including, without limitation, anything in connection with your blog(s)) or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv)

misrepresents the source or identity of any content; (v) uploads, installs, constitutes, or embeds malware, virus, worms, Trojan horses, or other harmful content or code, or (vi) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of SITE. SITE reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if SITE is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not SITE, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to SITE and to grant SITE the rights to use such information in connection with the Services and as otherwise provided herein.

Without limiting the other terms and conditions in this Agreement, you acknowledge and agree to the following guidelines for posting and/or viewing User Submissions and other Content on or through the Services:

- If a comment is made using your identity or screen name it will be deemed to have been posted by you.
- Do not post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material.
- Do not make false or misleading statements.
- Do not offer to sell or buy any product or service, or post links to third party websites, unless expressly authorized to do so by SITE in connection with a feature of the Services.
- Do not post material that infringes the intellectual property rights or other proprietary rights, or rights of publicity or privacy, of any third party.
- Do not post information that you know to be confidential or sensitive or otherwise in violation of any law, statute, rule, ordinance or regulation.
- Keep all comments relevant and "on topic" to the particular Service posting that is open for comments.

**RESTRICTIONS.** You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any SITE user. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while the you are not logged on or that otherwise interfere with the proper working of or place an unreasonable load on the Services infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page or Content of the Services is strictly prohibited. You will be responsible for withholding, filing, and reporting all taxes duties and other governmental assessments associated with your activity in connection with the Services.

### **Content Contribution**

To grow the commons of free knowledge and free culture, all users contributing to SITE projects are required to grant broad permissions to the general public to re-distribute and re-use their contributions freely, as long as the use is attributed and the same freedom to re-use and re-distribute applies to any derivative works. Therefore, for any text you hold the copyright to, by submitting it, you agree to license it under the [Creative Commons Attribution/Share-Alike License 3.0 \(Unported\)](#). For compatibility reasons, you are also required to license it under the [GNU Free Documentation License](#) (unversioned, with no invariant sections, front-cover texts, or back-cover texts). Re-users can choose the license(s) they wish to comply with. Please note that these licenses *do* allow commercial uses of your contributions, as long as such uses are compliant with the terms.

As an author, you agree to be attributed in any of the following fashions: a) through a hyperlink (where possible) or URL to the article or articles you contributed to, b) through a hyperlink (where possible) or URL to an alternative, stable online copy which is freely accessible, which conforms with the license, and which provides credit to the authors in a manner equivalent to the credit given on this website, or c) through a list of all authors. (Any list of authors may be filtered to exclude very small or irrelevant contributions.)

***Importing text:***

If you want to import text that you have found elsewhere or that you have co-authored with others, you can only do so if it is available under terms that are compatible with the CC-BY-SA license. You do not need to ensure or guarantee that the imported text is available under the GNU Free Documentation License. Furthermore, please note that you cannot import information which is available *only* under the GFDL. In other words, you may only import text that is (a) single-licensed under terms compatible with the CC-BY-SA license or (b) dual-licensed with the GFDL and another license with terms compatible with the CC-BY-SA license

If you import text under a compatible license which requires attribution, you must, in a reasonable fashion, credit the author(s). Where such credit is commonly given through page histories (such as SITE-internal copying), it is sufficient to give attribution in the edit summary, which is recorded in the page history, when importing the text. Regardless of the license, the text you import may be rejected if the required attribution is deemed too intrusive.

**Information for re-users**

You can re-use content from SITE projects freely, with the exception of content that is used under "fair use" exemptions, or similar exemptions of copyright law. Please follow the guidelines below:

***Re-use of text:***

- Attribution: To re-distribute a text page in any form, provide credit to the authors either by including a) a hyperlink (where possible) or URL to the page or pages you are re-using, b) a hyperlink (where possible) or URL to an alternative, stable online copy which is freely accessible, which conforms with the license, and which provides credit to the authors in a manner equivalent to the credit given on this website, or c) a list of all authors. (Any list of authors may be filtered to exclude very small or irrelevant contributions.) This applies to text developed by the SITE community. Text from external sources may attach additional attribution requirements to the work, which we will strive to indicate clearly to you. For example, a page may have a banner or other notation indicating that some or all of its content was originally published somewhere else. Where such notations are visible in the page itself, they should generally be preserved by re-users.
- Copyleft/Share Alike: If you make modifications or additions to the page you re-use, you must license them under the Creative Commons Attribution-Share-Alike License 3.0 or later.
- Indicate changes: If you make modifications or additions, you must indicate in a reasonable fashion that the original work has been modified. If you are re-using the page in a wiki, for example, indicating this in the page history is sufficient.
- Licensing notice: Each copy or modified version that you distribute must include a licensing notice stating that the work is released under CC-BY-SA and either a) a hyperlink or URL to the text of the license or b) a copy of the license. For this purpose, a suitable URL is: <http://creativecommons.org/licenses/by-sa/3.0/>
- For further information, please refer to the [legal code of the CC-BY-SA License](#).

***Additional availability of text under the GNU Free Documentation License:***

- For compatibility reasons, any page which does not incorporate text that is exclusively available under CC-BY-SA or a CC-BY-SA-compatible license is also available under the terms of the [GNU Free Documentation License](#). In order to determine whether a page is available under the GFDL, review the page footer, page history, and discussion page for attribution of single-licensed content that is not GFDL-compatible. All text published before June 15th, 2009 was released under the GFDL, and you may also use the page history to retrieve content published before that date to ensure GFDL compatibility.

**Communication and Privacy.**

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls (including at any wireless number you may have voluntarily provided us).

**Term and Termination.**

This Agreement will become effective upon your acceptance of the Agreement by your use of the Site or the Services and will remain in effect in perpetuity unless terminated hereunder. SITE may terminate your account at

any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. SITE reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to SITE by you will be nonrefundable and all outstanding or pending payments will immediately be due.

### **Cancellations.**

*Cancellation At Any Time With No Refund.* You may cancel your registration or subscription to any Services at any time during the term of such registration or subscription or any renewal period by accessing the "My Account" page. In such case, your subscription will terminate at the end of the subscription term for which you have paid, and you will not receive any refund for any unused days of such subscription term.

### **General Provisions.**

*Controlling Law and Jurisdiction.* You agree that Maryland law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts of Maryland. You acknowledge and agree that any violation of this Agreement may cause SITE irreparable harm, and therefore agree that SITE will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that SITE may have for a breach of this Agreement.

**What Information We Collect:** The types of information that we collect fall under two general categories: personally identifiable information (PII) and non-personally identifiable information (non-PII). PII consists of any information which can be used to specifically identify you as an individual, whereas non-PII consists of aggregate information or any information that does not reveal your identity. The following sections describe how your PII and non-PII are collected by us, and how we use such information.

### **How We Collect and Use Information**

*Log Files.* Any time you visit any of our websites, our servers automatically gather information from your browser (such as your IP addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks) to analyze trends, administer the site, prevent fraud, track visitor movement in the aggregate, and gather broad demographic information. For example, we may log your IP address for system administration purposes. IP addresses are logged to track a user's session. This gives us an idea of which parts of our site users are visiting. We do not share the log files externally.

*Cookies.* We use "cookies" to keep track of some types of information while you are visiting our website or using our services. Cookies are very small files placed on your computer, and they allow us to count the number of visitors to our website and distinguish repeat visitors from new visitors. They also allow us to save user preferences and track user trends. We rely on cookies for the proper operation of our website; therefore if your browser is set to reject all cookies, the website will not function properly. Users who refuse cookies assume all responsibility for any resulting loss of functionality. We do not link the cookies to any PII.

*Web Beacons.* "Web beacons" (also known as "clear gifs" and "pixel tags") are small transparent graphic images that are often used in conjunction with cookies in order to further personalize our website for our users and to collect a limited set of information about our visitors. We may also use web beacons in email communications in order to understand the behavior of our customers. We do not link the web beacons to any PII.

*Purchase Information.* To process purchases, we may require your name, address, phone number, email address and credit card information. Such information is used primarily to process your order or as otherwise described herein. Credit card transactions are processed through industry standard Secure Socket Layer (SSL) and/or strong encryption (3DES) by a third party, which only uses your information for that purpose.

*E-mails and Telephone Calls.* We require an e-mail address from you when you register for our services. We use your e-mail for both transactional and promotional (e.g., newsletters, new product offerings, special discounts, event

notifications, special third-party offers) purposes. E-mail messages we send you may contain code that enables our database to track your usage of the e-mails, including whether the e-mail was opened and what links (if any) were clicked. If you would rather not receive promotional e-mails from us, please see the section below labeled "Choice/Opt-Out". We reserve the right to send you certain communications relating to the SITE services, such as service announcements and administrative messages, without offering you the opportunity to opt out of receiving them. We may also contact you by telephone or text message (including to any wireless number you may provide to us) solely in connection with SITE services. If you would rather not receive telephone calls or text messages from us, you may change or delete your number from your account preferences page(s), or ask to be removed from our contact list if you receive a call or text message from us. We fully comply with the requirements of the U.S. CAN-SPAM Act.

*Demographic Data.* Demographic data is also collected at our site. We use this data to tailor our visitors' experience at our site, showing them content that we think they might be interested in, and displaying the content according to their preferences. Some of this information may be shared with advertisers on a non-personally identifiable basis. *Online Survey Data.* We may periodically conduct voluntary member surveys. We encourage our members to participate in such surveys because they provide us with important information regarding the improvement of our services. You may also volunteer for certain surveys that we may offer to our users, and any additional rules regarding the conduct of such surveys will be disclosed to you prior to your participation. We do not link the survey responses to any PII, and all responses are anonymous.

#### **Disclosure of Your Information to Third Parties**

*Disclosure By Law.* You acknowledge and agree that we may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend SITE or a third parties, rights or property.

*Disclosure to Trusted Third Parties By Us.* We may share your non-PII with third parties, but not in a manner that would reveal your identity. We may share your PII, sometimes in conjunction with your non-PII, with service providers that may be associated with us to perform functions on our behalf. For example, outsourced customer care agents or technology assistants may need access to your information to perform services for you. Your information will be treated as private and confidential by such service providers and not used for any other purpose than we authorize. In addition, from time to time, we may share PII (such as e-mail or mailing address) about our user base with carefully selected third parties, so they can offer goods and services that we believe may be of interest to our users.

*Information Transferred As a Result of Sale of Business.* As we develop our business, we may buy or sell assets and, depending on the transaction, your PII may be one of the transferred assets. In the event that we are acquired by another SITE, your PII may be part of the assets transferred to the acquiring party.

*Third-Party Advertising:* We may use third-party advertising agencies or other service providers to serve ads on our website on behalf of SITE or third-party advertisers (e.g., retailers of goods or services). These companies may employ cookies and web beacons to measure advertising effectiveness. Any information that these third parties collect via cookies and web beacons is completely anonymous. Some of these third-party advertising agencies may be members of the Network Advertising Initiative, which offers you the option to opt out of ad targeting from its member agencies by following the procedures listed.

*Security:* We have extensive security measures in place to protect the loss, misuse and alteration of the information stored in our database. These measures include the use of Secure Socket Layer (SSL) and/or strong encryption (3DES) technology during credit card transactions and administrative access to site data, as well as other proprietary security measures which are applied to all repositories and transfers of user information. We will exercise reasonable care in providing secure transmission of information between your computer and our servers, but given that no information transmitted over the Internet can be guaranteed 100% secure, we cannot ensure or warrant the security of any information transmitted to us over the Internet and hence accept no liability for any unintentional disclosure. *Links to Other Sites:* We are not responsible for the privacy practices or the content of other websites that may be linked to this site or of any third party advertisers.

**FTC DISCLOSURE REQUIREMENTS.** SITE aims to provide unbiased editorials. However, we wish to disclose that (i) we receive free products from marketers that we sometimes review or discuss in our editorials, and (ii) we may run advertisements on our sites concerning some of those products or companies that sell them (and other products sold by such companies) for which we sometimes receive compensation.

**Precedence of English terms**

These site terms are not to be modified. If there is any inconsistency between these terms and any translation into other languages, the English language version takes precedence.

**Revision Date.**

This Agreement was last revised on June 1, 2011.

Copyright © 2011 SPORTS PLUS. All Rights Reserved.