

Agon Rec: Pickup Sports Mobile Application Terms and Conditions

Agon Rec: Pickup Sports is a mobile application owned and operated by Agon Inc. These terms and conditions are revised as of August 26, 2025.

Welcome to Agon Rec: Pickup Sports (the "App"). Agon Inc. provides access to the App to you subject to the following terms and conditions. In return for accessing the App, you agree to be bound by these terms and conditions of use without limitation or qualification. This is a legally binding agreement between you as the member(s) of the App (sometimes referred to as "you", "your" or "Member" hereinafter) and Agon Inc. (sometimes referred to as "we", "our" or "Agon" hereinafter). If you do not intend to be legally bound by these terms and conditions of use, do not access or use the App. **Essentially, if you access the App, you accept all terms and conditions of use. Please read them carefully. If you do not agree to these terms of use in their entirety, you may not use the App and should not proceed to register.**

We may modify these terms and conditions from time to time. If you do not agree to any modifications, you should terminate your use of our App and its Service (as defined below). Your continued use of the App will constitute a binding acceptance by you of these terms and conditions, or any subsequent modifications.

App and Services. The App provides you with the ability to create a Member Account (as defined below), purchase redeemable credits, register for real time sporting events, and other services that may be available in the future (collectively referred to as the "Service"). More specifically, our "Service" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and any other materials you may view on, access through, or contribute to the App. The Service includes **all aspects of the App**, including but not limited to all profiles, tools, and services offered via the App.

The Service may contain Content (defined below) submitted and/or created by other people and links to third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any other person or third-party websites. In addition, we will not and cannot review, monitor, censor, or edit the Content of any Member, profile, photograph, message, or any other Content posted by anyone on the App, or any content of any third-party site. By using our App and the Service, you expressly relieve us from any and all liability arising from your use of the App, including any third-party website.

Services

Member Accounts. In order to access our Services, you must create a Member Account. The term "Member" means a person or who provides information including, but not limited to, names, email addresses, or access to Facebook and Google profiles, to participate in the Service in any manner. You can create a Member Account at any time. We reserve the right to suspend or terminate your Member Account and refuse any future use of the Service for any reason.

By logging into your Member Account, you will have access to Events (defined below), your registered Events, your Credits (defined below) history, and other Member Account settings.

Events. The App enables Members to register and attend real time sporting events ("Events") offered and operated by Agon and/or other third parties (referred to as "Recreational Partners"). Agon is not a venue or recreational center, and does not operate or control Event venues, unless expressed otherwise. Event listings, schedules, images, and other details may be provided by Recreational Partners or third parties. We do not warrant that any Event listing or related Content is accurate, complete, error-free, or up to date. We reserve the right to correct any errors, inaccuracies, or omissions but are not obligated to do so. Event details, including times, dates, locations, and availability are subject to change or cancellation with or without notice.

Recreational Partners. In order to access the Service, specifically, to publish and host Events on the App, Recreational Partners will be required to create a "Partner Account" and provide us with the required information. By creating a Partner Account, you represent and warrant that you are duly authorized to act on behalf of that Recreational Partner, and to bind such entity to these terms. Recreational Partners represent and warrant that all Events and related activities will be organized, conducted, and operated in compliance with all applicable laws and legal regulations. We reserve the right to suspend or terminate your Partner Account and refuse any future use of the Service at any time for any reason.

Credits. Members will be required to purchase credits ("Credits") that can be used to register for Events. These credits can only be used in connection with Event registration, and have no cash value. Credits cannot be used or redeemed outside of the App, and do not have monetary value at our Event Venues or with our Recreational Partners.

Subscriptions. The App offers paid subscription that grants subscribed Members with a fixed number of credits per month, as set forth in the App ("Subscriptions"). Subscriptions auto-renew on a monthly or annual basis, depending on the subscription purchased. The subscription period will begin on the day you enable and purchase the Subscription and will renew every thirty (30) days for monthly Subscriptions or every three hundred sixty-five (365) days for annual Subscriptions ("Subscription Period"). To avoid charges for a new Subscription Period, you must cancel the Subscription as set forth in the Service Use Terms below. You will be given notice for any changes in pricing for Subscriptions.

Invite. The App enables Members to invite other Members to Events. Invites can only be sent once a Member has successfully registered for an Event. Information associated with your Member Account may be publicly displayed when utilizing this feature.

We reserve the right, but have no obligation, to monitor any and all public and private information, or to update the Event Feed. We also reserve the right, but have no obligation, to monitor any and all existing information within the App to ensure its accuracy. Notwithstanding our right to monitor information, we are not responsible for any inaccurate, incomplete, personal, or private information that may be transmitted or posted in the App.

To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose or any the information contained on the App. We will not be liable for any damages of any kind arising from or relating to the use of the App, or any of the information contained therein, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. You agree that we are not liable for any damages claimed as a result of the collection, use, or display of any information contained within the App.

Service Use Terms

Member and Partner Accounts. These terms and conditions are an electronic contract that establishes the legally binding terms you must accept to create a Member Account or Partner Account to become a Member or Recreational Partner. You acknowledge and agree that Members of the App may be part of an online community of other Members. In order to access Services on the App, you must create a Member Account or Partner Account.

Eligible Members. You must be at least **18 years of age** to register for or participate in any Event listed through the Agon Rec: Pickup Sports mobile application or website (collectively, the "Services").

Individuals aged **15 to 17 years old** may create an account and participate in Events **only with the express written consent of a parent or legal guardian**. Such consent must be provided through Agon's official **Minor Waiver and Parental Consent Form**, available at <https://esignatures.com/signl/fb2029e9-a661-412b-8a73-d1aea03db826>

By granting consent, the parent or legal guardian:

- Confirms that they have read and agree to all terms of the Agon Terms of Service and the Agon Liability Waiver and Release;
- Accepts full responsibility for the minor's participation in any Event; and
- Agrees to release, defend, and indemnify Agon Inc., its employees, officers, affiliates, and agents from any and all claims, damages, or losses arising from or related to the minor's use of the Services or participation in any Event, whether caused by negligence or otherwise.

Agon and its Recreational Partners reserve the right, in their sole discretion, to deny participation to any user under 18 years of age or to any user whose eligibility cannot be verified.

If you are under **15 years of age**, you may not, under any circumstances, access or use the Services. Any attempt to register or use the Services by someone under 15 is strictly prohibited.

By accessing or using the Services, you represent and warrant that you meet the above age requirements and that you have the right, authority, and capacity to enter into and abide by these Terms.

Registration. To sign up for the Service, you must create a Member Account or Partner Account. You must provide accurate and complete information. You shall not: (i) use the name of another person or entity with the intent to impersonate that person/entity or (ii) use the name of a person/entity other than you/your entity without appropriate authorization. You are solely responsible for the activity that occurs on your Member Account or Partner Account, and for keeping your password secure. You may never use another person's Member Account or Partner Account, or registration information for the Service without permission. You must notify us immediately of any change in your eligibility to use the Service, breach of security or unauthorized use of your Member Account or Partner Account. You should never publish, distribute or post login information for your Member Account or Partner Account. You shall have the ability to delete your Member Account or Partner Account, either directly or through a request made to one of our employees or affiliates.

If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Member Account or Partner Account, and refuse your current or future use of the Service, as well as possibly subjecting you to criminal and civil liability.

You agree to (a) immediately notify us of any unauthorized use of your Member Account or Partner Account, or any other breach of security, and (b) ensure that you exit from your Member Account or Partner Account at the end of each session. You are liable and responsible for any

unauthorized use of the Service through your Member Account or Partner Account. Unauthorized access to the Service is illegal and a breach of this Agreement. You agree to indemnify us against all activities conducted through your Member Account or Partner Account.

No Background Checks. We do not conduct criminal background checks on Members or Recreational Partners at this time. We also do not inquire into the backgrounds of Members or Recreational Partners to verify any of the statements of Members or Recreational Partners. We make no representations or warranties as to the conduct of Members or Recreational Partners, or their compatibility with any future or current Members. We reserve the right to conduct a criminal background check or screening at any time in the future using public database records or other means. We will not be liable for any damages whatsoever, direct or indirect, compensatory, special, general, consequential, and/or incidental, relating to the conduct of you or anyone else in connection with the use of our Service.

Events. All events are organized, hosted, and operated by third-party Recreational Partners (unless stated otherwise). We assume no responsibility or liability for Event venues, or the conduct, safety, or supervision of Event Venues and/or Recreational Partners.

YOU REGISTER AND PARTICIPATE IN EVENTS SOLELY AT YOUR OWN RISK. BY REGISTERING AND/OR PARTICIPATING IN AN EVENT YOU ACKNOWLEDGE AND AGREE THAT YOU RESUME FULL RESPONSIBILITY, AND HOLD US HARMLESS FOR ANY AND ALL ACTIVITIES, INCLUDING INHERENT RISKS SUCH AS PERSONAL INJURY, BODILY INJURY, ILLNESS, OR EVENT VENUE DAMAGES. YOU VOLUNTARILY ASSUME ALL RISKS IN CONNECTION WITH REGISTERING FOR AND/OR PARTICIPATING IN AN EVENT. YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL BEFORE UTILIZING THE SERVICE OR PARTICIPATING IN ANY OTHER PHYSICAL ACTIVITIES.

Recreational Partners and/or Event Venues may require you to agree to additional terms or may charge additional fees as a condition to participate in the Event. You are responsible for reviewing and complying with those respective terms and/or the additional fees. If you have any questions about these respective venue specific terms or fees, please contact the Event Venue and/or Recreational Partner directly for more information. Furthermore, we cannot guarantee that any Event will occur as scheduled in the App, or that Recreational Partners will perform their obligations to provide the Service.

To the maximum extent permitted by law, Agon, its affiliates, officers, employees, and agents shall not be liable for any claims, demands, losses, damages, or expenses (including without limitation, personal injury, bodily injury, damages, lost profits, or consequential damages) arising out of or related to (i) your attendance or participation in any event, (ii) the acts, omissions, or negligence of any Recreational Partners or other participants, or (iii) any condition of the Event venue, equipment, or services provided at an Event.

Recreational Partners agree to indemnify, defend, and hold harmless Agon, its employee, officers, affiliates, and agents from any breach of warranties set forth in these terms, any Event or related activities hosted by the Recreational Partner, including the organization and management of any Event, personal injury, bodily injury, or property damages in connection with Event or Event participants, violating of any applicable laws, regulations, or third-party rights, any condition of the Event venue, equipment or services provided by the Recreational Partner, and any misrepresentation regarding authority to bind the Recreational Partner. Furthermore, Recreational Partner acknowledges and agrees that is solely responsible for the Events hosted at its facility or venue. Agon shall not be responsible for ensuring the safety and fitness of Recreational Partner's Event venue. This includes but is not limited to inspecting or supervising the Event venue, facilities and

equipment provided by the Recreational Partner for a particular purpose or in connection with the Event.

Credits. Credits are in in-App currency and have no real time monetary value. Credits cannot be exchanged for cash, check, credit, or any other financial value. All purchases of Credits are final, non-refundable, and non-transferable. Purchased Credits are directly associated with your Member Account and cannot be transferred to other Members.

Members can utilize purchased Credits to register for Events available on the App. Credits redeemed for an Event registration will not be returned to the Member unless the Event is cancelled, or the Member cancels their registration (as set forth in the Cancellation Section below).

Agon reserves the right to establish an expiration period for unused Credits, which will be disclosed at the time of purchase or in your Member Account settings. Expired Credits have no value and will not be reinstated. Additionally, Agon reserves the right to modify, suspend, or discontinue the Credits system (including redemption procedures and applicable fees) at any time. In the event Agon discontinues Credits, reasonable notice will be provided, and you will be given an opportunity to redeem remaining Credits before termination.

Cancellation. Agon reserves the right to cancel an Event if the minimum numbers of registered Members needed for the Event is not (as set forth in the Event listing). Recreational Partners may also cancel or reschedule an event at their discretion for reasons including venue availability, weather, safety, or other circumstances beyond Agon's control.

You may cancel your Event registration in the App up to twenty-four (24) hours before the scheduled Event start time. If you cancel within this time period, you will receive a full refund in Credits. No cash will be issued. If you do not cancel within twenty-four (24) hours before the scheduled Event start time, you will not be eligible for a refund of Credits, regardless

of if you attend the Event or not. Eligible Credit refunds will be automatically issued to your Member Account and will be subject to the Credit terms set forth herein.

Subscriptions. If you purchase an automatically renewing Subscription, your Subscription will renew at the end of the Subscription Period, unless you cancel. Both monthly and annual Subscriptions are available to our Members. Monthly subscriptions renew every thirty (30) days and Members will be charged for each Subscription period as set forth in the App. Annual Subscriptions renew every three hundred sixty-five (365) days and Members will be charged for each Subscription period as set forth in the App. To avoid charges for a new Subscription period, you must cancel (as described below) before the end of the existing Subscription period. Deleting your Member Account or deleting the App from your device does not cancel your Subscription. We reserve the right to make changes to Subscriptions, including but not limited to pricing. If we change these prices, we will provide notice. If you do not cancel your Subscription, you agree that you will be charged at the current pricing for the Subscription.

You may cancel or change your payment method for a Subscription at any time via the settings in your Member Account. If you purchased a subscription through a third-party, such as the Apple App Store or the Google Play Store, you will need to access your account with the respective third-party and follow instructions to change or cancel your Subscription. If you cancel your Subscription, you may use your Subscription until the end of the period you last paid for, but (a) you will not be eligible for a prorated refund, (ii) your Subscription will not be renewed when that period expires and (iii) you will then no longer be able to use the Service enabled by your Subscription.

Payments and Transactions. We may use third-party payment platforms including but not limited to Stripe to process credit card, debit card, and financial transactions for your Credits or Subscriptions. In addition, third-party payment platforms and their associated websites may be displayed

via an in-App web browser, that allows you to access the third-party payment platform without leaving the App. You expressly understand and agree that we shall not be liable for any payments and monetary transactions that occur through your use of the App. You expressly understand and agree that all payments and monetary transactions are handled by third parties. You agree that we shall not be liable for any issues regarding financial and monetary transactions between you and any other party. You are responsible for all transactions (one-time, recurring, and refunds) processed through the App, in-App browsers, and/or third parties. We are not liable for loss or damage from errant or invalid transactions processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed. You must not process stolen credit cards, or unauthorized credit cards through the App.

Monitoring and Removal of Content. We reserve the right, but have no obligation, to monitor any and all public and private postings, messages, or other Content on the Service. We also reserve the right, but have no obligation, to monitor any and all messages and chats that take place through the Service. Notwithstanding our right to monitor Content, we are not responsible for any offensive or obscene material(s) that may be transmitted or posted by any and all Members or Recreational Partners (including unauthorized members, as well as the possibility of "hackers").

Due to the volume of Content on the Service, we do not and cannot review every message, Content, or other information posted or sent through the Service. We are not responsible for any Content of these messages or materials. We reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation advertisements, public or private postings and messages, that we, in our sole discretion, may deem to violate these terms and conditions or to be otherwise unacceptable to us in our sole discretion. Notwithstanding our right to delete, move or edit messages or materials, you shall remain solely responsible for the Content of advertisements, public postings, messages

and other materials you may upload to the Service or otherwise provide to other Members or Recreational Partners of the Service.

No Warranty with Respect to Members, Recreational Partners or Their Content. You are solely responsible for your interactions with others. We cannot guarantee, and assume no responsibility for verifying, the accuracy of the information provided by any other Member or Recreational Partner of the Service. You hereby acknowledge and agree that we have no responsibilities or liabilities for any inaccuracies, intentional or unintentional, made by Members or Recreational Partners, or as a result of out-of-date information.

Content. For purposes of these terms and conditions, the term "Content" includes, without limitation, information, videos, audio files, data, text, photographs, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service. For the purposes of this Agreement, "Content" also includes all Content submitted by Members or Recreational Partners.

All Content added, created, uploaded, submitted, distributed, or posted to the Service by Members or Recreational Partners whether publicly or privately transmitted, is the sole responsibility of the person who originated such Content. You represent that all Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Service is or will continue to be maintained or accurate.

Notices and Restrictions. The Service may contain Content specifically provided by us, our Members, or our Recreational Partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and

maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

Use License. Subject to these terms and conditions, we grant each Member and Recreational Partner of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Service. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Your license to use and access the Service and the Content is automatically revoked if you violate these terms and conditions in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us.

License Grant. By submitting Content through the Service, you hereby do and shall grant us a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable and transferable right and license to access, use, adapt, convert, transcode, reproduce, distribute, display, perform, disclose, transmit, store and cache the Content solely to the extent necessary to provide the Service or as otherwise permitted by these terms and conditions, which license shall terminate upon the deletion or removal of any such Content from the Service. For clarity, the foregoing license grants to us do not affect your other ownership or license rights in your Content, including the right to grant additional licenses to your Content, unless otherwise agreed in writing. We do not claim ownership of Content that is transmitted, stored, processed, or linked in your Member Account or Partner Account, or through the Service. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. **You acknowledge that you have no right to privacy for information you share on the App or its**

Service, or any right to privacy to information about you or your property that may be displayed on the App. You hold us harmless for any information about you or your property displayed on the App or its Service.

Warranties. You hereby represent and warrant that (i) your Content and the availability thereof through the Service does not and will not infringe or violate the rights of any third party, including without limitation any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information, (ii) you have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in any Content in order to include their name, voice, performance or likeness in any Content and to publish the same on the Service, and (iii) the storage, use or transmission of any Content does not violate any law or these terms and conditions.

Availability of Content. We do not guarantee that any Content will be made available on the App or through the Service. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and 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 we are concerned that you may have violated these terms and conditions), or for no reason at all and (ii) to remove or block any Content from the Service. **You acknowledge that we are not liable for Content or Member Content that may appear on or be deleted from the App.**

General Permissions and Restrictions for Use of the Service. We hereby grant you permission to access and use the Service as set forth in these terms and conditions, provided that: (i) You agree not to distribute in any medium any part of the Service; (ii) You agree not to alter or modify any part of the Service; (iii) You agree not to access the Service through any technology or means other than explicitly authorized means we may designate; (iv) You agree not to use the Service for any of the following

commercial uses: (a) the sale of access to the Service; (b) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or (c) the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service; (v) You agree to comply with all applicable laws, and further agree not to violate any applicable laws through use of the Service; and (vi) You agree not to violate any of the terms and conditions. **We reserve the right to discontinue any aspect of the Service or terminate your Member Account or Partner Account at any time for any reason.**

Code of Conduct and Further Restrictions on Use of our Service. In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of the Service: (i) the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to us, subject to copyright and other intellectual property rights under the law; (ii) Content is provided to you AS IS. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without our prior written consent; (iii) You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein; (iv) You understand that when using the Service, you will be exposed to Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any Member Content, that: (a) fails to comply with these terms and conditions; (b) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; (c) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, offensive or is otherwise inappropriate as determined by us in our sole

discretion; (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (e) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; (f) impersonates any person or entity, including any of our employees or representatives; or (g) includes anyone's identification documents or sensitive financial information.

You further shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Service; (vii) otherwise take any action in violation of our guidelines and policies; (viii) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any Applications), except to the limited extent applicable laws specifically prohibit such restriction, (ix) modify, translate, or otherwise create derivative works of any part of the Service, or (x) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, public, private, personal, or objectionable, and you agree to waive, and hereby do

waive, any legal or equitable rights or remedies you have or may have against us with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold us harmless to the fullest extent allowed by law regarding all matters related to your use of the Service.

Responsibility for Your Content and Conduct. If you chose to share your personal information, photographs, and other Content (including communications) through the Service, you understand that we do not guarantee any confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to us all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these terms and conditions. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. We do not endorse any Content submitted to the Service by any Member, Recreational Partner, or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Content. We do not permit copyright infringing activities and infringement of intellectual property rights on the Service, and we reserve the right to remove all Content if properly notified that such Content infringes on another's intellectual property rights without prior notice.

Termination. We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Member Account or Partner Account. If

you wish to terminate your Member Account or Partner Account, you may do so by following the instructions on the Service. Any fees paid in connection with the Service are non-refundable. All provisions of these terms and conditions which, by their nature, should survive termination shall survive termination, including, without limitation, licenses of Member Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Third Party Services. The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Service. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, information, goods or services available on or through any such website or resource.

Additional Terms

Geographic Scope. While this App may be viewed internationally and may contain references to the Service not available in all countries, you agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive mobile application that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. We may in our sole discretion limit, deny or create different level of access to and use of any Service (or any features within the Service) with respect to different members.

Electronic Communications. When you visit the App, contact us through the App, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the App. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via e-mail or by posting notices on the App satisfy any legal requirement that such communications be in writing.

Acceptance of Modification of Terms and Conditions. You acknowledge and agree that we may amend any terms and conditions at any time by posting the relevant amended and restated terms and conditions on the App. By continuing to use the Service or the App, you agree that the amended terms and conditions will apply to you. No further action will be required by us for your acceptance of the amended terms and conditions.

Proprietary Information. The Service contains information which is proprietary to us and Members/Recreational Partners of the Service. We assert full copyright protection in the Service. Any information posted by us or Members/Recreational Partners of the Service may be protected whether or not it is identified as proprietary to us or to them. You agree not to modify, copy, or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information.

Limited License, App Access, and Non-Commercial Use. We grant you a nonexclusive, nontransferable, revocable, limited right and license to access and make personal use of the Service and the material provided hereon for your personal, noncommercial use, provided that you fully comply with the terms and conditions of use of the Service. You agree not to download (other than page caching) or modify the Service, or any portion of it.

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Service Descriptions. We attempt to be as accurate as possible when describing our Service on the App. However, we do not warrant that service descriptions or other Content of this App are accurate, complete, reliable, current, or error-free.

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