



# TERMS OF USE, TEAMSPORTSIMAGES.COM

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YOU MUST BE AT LEAST SIXTEEN (16) YEARS OLD TO USE THE SITE. If you are not yet 16 years old, do not use the Site.

IF YOU ARE BETWEEN 16 AND 18 YEARS OLD: Please have your parents or legal guardian review these Terms with you, discuss any questions you might have, and give



you their permission to register and use the Site with both your and their full understanding of these Terms. By using the Site, you are telling us that you and your parent or guardian, have joined in this agreement.

**IF YOU ARE A PARENT OR GUARDIAN:** Parents and guardians are advised to exercise supervision over their children’s on-line activities. If you do not agree to these Terms, do not let your child use the Service. If you have any further questions about our Site and our use of personally identifiable information, please look at our Privacy Policy page or contact us at [teamsportsimages@teamsportsimages.com](mailto:teamsportsimages@teamsportsimages.com). If you are the parent or guardian of a child under 16 and believe that he or she is using the Services, please contact us at [TeamSportsImages@TeamSportsImages.com](mailto:TeamSportsImages@TeamSportsImages.com).

1. **DEFINED TERMS.** For purposes of the Terms, the following defined terms shall have these meanings:
  1. “IPR” means any rights in or to, but not limited to, copyrights, patents, trademarks, brand names, trade names, business names, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including without limitation all rights to apply for registrations of any of the foregoing rights;
  2. “Site” means this site, including any and all audio and/or visual elements thereof, created or owned by Team Sports Images or by Team Sports Images approved third party provider (“Third Party Provider”), or user generated content, whether or not commissioned by Team Sports Images), including, without limitation, any text, graphics, images, illustrations, photographs, animations, applications, video, audio or audiovisual works (including, for example, without limitation, movie trailers or episodic works), designs, logos, and other information and content made available through the Site, as well as all underlying technical elements of all of the foregoing, including without limitation, source code, script, object code, software, computer programs, and other sets of statements and instructions.
1. **GRANT OF RIGHTS.** Team Sports Images grants you a limited, non-exclusive, non-assignable, non-transferable right and license to access, use and display the Site, solely as described in these Terms, provided that you comply fully with these Terms.

In the event that you access, customize or download Site content, such Site content is non-exclusively licensed to you by Team Sports Images or by a Third Party Provider.



Team Sports Images does not transfer title to the Site content to you. You may own the medium to which your custom content is recorded, but Team Sports Images and/or the Third Party Provider retain full and complete title to their respective content, and all IPR therein. You may not and agree not to redistribute, sell, decompile, reverse engineer, disassemble the Site content.

1. **SITE CHANGES.** Team Sports Images may at any time and in its sole discretion, add, modify, or remove any feature, function or portion of the Site, the Terms, and/or the Privacy Policy, in whole or in part, with or without notice to you, prior or otherwise. Any changes to the Terms will be effective as of the posting date. Team Sports Images will provide prominent notice on the Site of any major changes to the Terms and/or the Privacy Policy. Your continued use of the Site after Team Sports Images posts any modifications to the Terms and/or Privacy Policy shall be deemed your explicit acceptance of those modifications and shall constitute your agreement to be the Terms, as modified.
2. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. The Site and all IPR therein are owned by Team Sports Images and/or its content providers (including its users) and other licensors and are subject to protection under the relevant intellectual property laws throughout the world. Except as expressly set forth in these Terms or as otherwise permitted in writing by Team Sports Images, you agree not to: (1) capture, transfer, upload, distribute, sell, license, modify, manipulate, reproduce, perform, publicly display, create derivative works from or based upon, or otherwise exploit the Site, in whole or in part, on any other website or in any medium now known or hereafter developed; and (2) remove or modify any trade names, product names, logos, trademarks, copyrights or other proprietary notices, legends, symbols or labels on the Site (each of the foregoing, "Unauthorized Conduct").

4.2. Any Unauthorized Conduct constitutes a violation of these Terms and an infringement of the IPR of Team Sports Images and/or its content providers or other licensors. Any such infringement or violation may subject you to civil and criminal liability and penalties under intellectual property laws throughout the world, including without limitation the payment of damages and attorney's fees.

1. **USER SUBMISSIONS.** During your use of the Site, you may send, post, or otherwise transmit text, links, software, photographs, video, sound, music, feedback, comments, suggestions, or other information, material or files including, without limitation, names or likenesses (all whether concerning you or a third party) (collectively, the "Submissions") to the Site, whether or not



requested to do so by Team Sports Images. You shall be deemed to have granted to Team Sports Images a worldwide, perpetual, royalty-free, non-exclusive, transferrable, sub-licensable, license to cache, copy, distribute, transmit, publicly display, reproduce and otherwise use or exploit the Submissions on the Site and in any other media, digital or analog, now known or hereafter developed throughout the universe including, without limitation, the internet, mobile devices, and in advertising or promotion, print or otherwise. YOU WILL CONTINUE TO OWN ANY IPR IN AND TO THE SUBMISSIONS THAT YOU ACTUALLY OWN WHEN YOU SENT SAID SUBMISSIONS TO THE WEBSITE. FURTHERMORE, YOU WILL CONTINUE TO HAVE CONTROL OVER SAID SUBMISSIONS.

For the avoidance of doubt, by submitting your Submission you understand and agree that: (1) any Submissions may become publicly viewable on the Site or elsewhere; (2) Team Sports Images has the right to publish your user name in connection with your Submissions, wherever applicable; (3) you will only submit Submissions that you own or have permission to submit from the owner, in which case you will provide Team Sports Images upon request with a copy of a written consent from the owner; and (4) your Submission constitutes a waiver of the right to privacy or publicity of the owner of the Submission and any third party named in it with respect to the Submission and all of its contents. Team Sports Images shall have no obligation to pay you any compensation for your Submissions and with respect to Team Sports Images use or nonuse of your Submissions, and is under no obligation to post or use any Submissions you may provide. Team Sports Images may, in its sole discretion, remove any Submissions at any time, with or without notice to you, prior or otherwise. You may request the removal of your Submissions for any reason on reasonable written notice to Team Sports Images, on receipt of which Team Sports Images will take commercially reasonable steps to comply.

Team Sports Images does not and cannot review all Submissions and is not responsible for the content or substance thereof. However, Team Sports Images reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems to be abusive, defamatory, obscene, in violation of copyright or trademark laws, or in violation of any person's rights of privacy or publicity, or otherwise unacceptable, provided that Team Sports Images shall not be deemed the publisher of any Submission by virtue of its right to control said Submission. Any views and opinions expressed in a Submission reflect author's point of view and are not necessarily those of Team Sports Images or its Affiliated Entities.



Team Sports Images is not responsible for, and does not endorse, content and/or Submissions posted within the service. Team Sports Images does not have any obligation to prescreen, monitor, edit, or remove any content or Submissions. If your content violates these Terms of Use, you may bear legal responsibility for that content. Neither these Terms nor the Privacy Policy governs or protects any information that you have publicly disclosed on the Site. It is your responsibility to review what information you wish to share with members and non-members of the Site. Team Sports Images recommends that you do not list any actual contact information in an item listing or in any other public Submission. In the event that you choose to publicly share such contact information, you do so at your own risk.

#### 1. SITE RULES AND GUIDELINES.

1. Any features and/or services provided on the Site by Team Sports Images including, but not limited to, user comments, forums, instant messaging, e-mail, social networking functions, e-mail functions, are subject to the Terms, the Guidelines set forth below or as published or modified by Team Sports Images from time to time (collectively, the “Rules”). Notwithstanding anything to the contrary in these Rules, in the event that Team Sports Images determines, in its sole discretion, that you have violated these Rules and/or the Privacy Policy, or that any part or portion of your Submission violates the Rules, Team Sports Images will have the right to immediately remove such Submission, in whole or in part, and to temporarily suspend your user account and access to the Site, with or without notice to you, prior or otherwise. In the event of your repeated violation of the Rules, Team Sports Images will have the right to immediately and permanently terminate your user account or access to the Site, with or without notice to you, prior or otherwise. In the event that Team Sports Images, in its sole discretion, determines that your first violation particularly offensive, Team Sports Images will have the right to immediately and permanently terminate your user account or access to the Site, with or without notice to you, prior or otherwise. Any user may report abuse of the Rules by sending an email to [teamsportsimages@teamsportsimages.com](mailto:teamsportsimages@teamsportsimages.com).
2. User Registration and Acceptance of Rules. In order to access some features of the Site, you may be required to create or register for a user account. In consideration for your use of the Site, you agree to: (1) comply with the Rules; (2) provide accurate, complete and true information about yourself as may be required on any registration form for the Site (your “Registration Information”) in order to create your user account; and (3) maintain and update, as applicable,



your Registration Information with current and complete information. Users who violate the Rules, or provide inaccurate, false, or non-current Registration Information may, at Team Sports Images sole discretion, have their user accounts suspended or terminated, and may be permanently banned from using any current or future features or services of the Site.

3. Account Security. You are solely responsible maintaining the confidentiality of your username and password. We urge you not to share your login information with others, as this may lead to unauthorized access to your user account and the information therein. You agree that you will: (1) immediately notify Team Sports Images of any unauthorized use of your user account; and (2) ensure that you properly log out of the Site at the completion of your use session. You are solely responsible for the activity that occurs on or through your user account. Team Sports Images shall have no liability for any loss or damage arising from your use of a user account, the Site, or your failure to comply with these requirements. Team Sports Images will not be liable for any losses caused by any unauthorized use of your user account, and you may be liable for the losses of Team Sports Images or others due to such unauthorized use.

Usage Guidelines. You agree to comply with Team Sports Images Community Guidelines, available here: (<https://Team Sports Images.com/guidelines>). You also agree that your item listings shall include only accurate descriptions and representations of the item(s) to be given away and that all items to be posted on this Site shall be legal and shall not violate any local, state, national, or international law or regulation. The following non-inclusive list of violations may result in Team Sports Images terminating or suspending your user account and/or your access to the Site and you agree not to engage in any of the following conduct anywhere on the Site:

1. Submit material that is subject to the IPR protections of a third party, including without limitation, any IPR or material otherwise subject to third party proprietary rights, including, without limitation, privacy and publicity rights, unless you are the owner of such rights or have permission from the owner of such rights to post said material and to grant us all of the license rights granted herein;
2. Request, demand, or suggest payment for items posted on or to the Site.
3. Use the website as a platform for promotional giveaways.
4. Transmit any Submission that Team Sports Images, in its sole discretion, advises to be false, inaccurate, misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, vulgar, obscene, hateful, or racially or ethnically-motivated, or otherwise objectionable;
5. Harass, threaten, embarrass or cause distress or discomfort to another Site participant, user, or other individual or entity.





6. Distribute viruses or any other technologies that may harm the Site or the interests or property of our users and partners.
7. Harvest or otherwise collect information, including email addresses, about users or third parties whose information is made available on the Site, without their consent.
8. Use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission.
9. Impersonate or misrepresent your affiliation with any person, including without limitation, a Team Sports Images official or representative, chat or message board leader, guide or host.
10. Disrupt the normal flow of dialogue in a chat room or otherwise act in a manner that negatively affects other participants
11. Post or transmit any unsolicited advertising or promotional materials other than the listing of items to be given away as a gift or for free pursuant to these Terms, or any other forms of solicitation anywhere on the Site; or
12. Intentionally or unintentionally violate any applicable local, state, national or international law, including without limitation, any regulations having the force of law while using or accessing the Site.
13. Post or transmit, nude, partially nude, pornographic, or sexually suggestive photos.
1. **THIRD PARTY WEBSITES.** Much of the information on the Site may be proprietary to Third Party Providers and licensed to Team Sports Images. The Site may furthermore frame, and/or contain links to or advertisements about, non-Team Sports Images websites (the "Linked Sites"). The Linked Sites may also reference, advertise, or link to the Sites. Notwithstanding the foregoing, Team Sports Images does not itself endorse or sponsor the Linked Sites and is not responsible for the content of such sites. Team Sports Images expressly disclaims any statements or assertions made on all non-Team Sports Images websites, and denies all liability associated with your use of any Linked Site or its content. You are responsible for reviewing and abiding by the privacy statements and terms of use posted on such other websites. Your interactions with third parties (including, without limitation, advertisers) on the Linked Sites and your transactions, and any terms, conditions, warranties or representations associated with such transactions on the Linked Sites, are solely between you and the advertiser or other third party. Third party trademarks, trade names, product names and logos are the trademarks or registered trademarks of their respective owners.



2. **DISPUTES WITH OTHER USERS.** If you have a dispute with one or more users, you release Team Sports Images and its Affiliated Entities from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown including without limitation attorney's fees, arising out of or in any way connected with such disputes. 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
3. **TERMINATION.** You understand and agree that Team Sports Images may, in its sole discretion and at any time, limit, suspend, or terminate your password, user account, or use of the Site, and discard and remove any and all Submissions submitted or posted by you to any part of the Site, for any reason. Team Sports Images may also, in its sole discretion and at any time, discontinue the Site, in whole or in part, or limit or restrict any user access thereto, for any reason. Team Sports Images also reserves the right, in its sole discretion and at any time, to cancel unconfirmed accounts or accounts that have been inactive for an extended period of time. You understand and agree that Team Sports Images may take any one or more of these actions without any notice to you, prior or otherwise. Should Team Sports Images take any of these actions, it may, in its sole discretion, immediately deactivate and/or delete any or all information about and concerning your user account, including your Registration Information and Submissions. You understand and agree that Team Sports Images shall not have any liability to you or any other person for any termination of your access to the Site and/or the removal of information concerning your user account.
4. **INDEMNIFICATION.** You agree to indemnify and hold Team Sports Images and its Affiliated Entities harmless for any and all disputes, claims, damages, losses, and causes of action (including without limitation attorney's fees) arising from these Terms, your use of this Site, your Submissions, or your violation or claimed violation of any law or rights of a third party, or any other breach or claimed breach of the Terms.
5. **DISCLAIMER.** YOU AGREE THAT USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO





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If you believe that any Submission or any Site content has been copied from any content in which you claim a copyright interest in a way that constitutes an infringement of your copyright interest, or you can identify yourself as the subject of any Content and wish the Content in which you are the subject to be removed from the Site, please forward the following information to the Complaint Agent named below: Team Sports Images Complaint Agent Team Sports Images Labs, Inc. Attn: Legal Department [teamsportsimages@teamsportsimages.com](mailto:teamsportsimages@teamsportsimages.com)

(1) Your name, address, telephone number, and email address; (2) A description of the copyrighted work that you claim has been infringed or the work that contains your identity; (3) The precise URL or a description of where the alleged infringing material is located; (4) A statement by you that you have a good faith belief that the content you claim infringes your copyright interest was copied without your authorization or that of the copyright owner or his/her/its agent or proof that you are the subject identified in the content; and (5) A statement by you, made under penalty of perjury, that all information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf or you are the subject depicted in the content and that you do not wish the content to be displayed in the future on the Site. If you are authorized to act on behalf of the copyright owner, you must provide an electronic or physical signature of the copyright owner on a statement wherein he/she/it authorizes you to act on his/her/its behalf.

1. NOTICE FOR CALIFORNIA USERS: This notice is for our California users: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
1. LIQUIDATED DAMAGES. You agree that, in light of the difficulty to quantify damages, because damages are often difficult to quantify, you will be liable to pay Team Sports Images the following amounts as liquidated damages in any actual legal action necessary for Team Sports Images to enforce these Terms, which liquidated damages you hereby accept as reasonable estimates of Team Sports Images damages for each specified violation of these Terms:



1. In each instance that you violate sections 6.4.1, 6.4.3, or 6.4.9, you agree to pay Team Sports Images \$1,500 for each such violation.
2. In each instance that you violate sections 6.4.2, 6.4.4, 6.4.5, or 6.4.6 you agree to pay Team Sports Images \$500 for each such violation.
3. If Team Sports Images establishes access limits for your user account or terminates your access or user account, you agree to pay Team Sports Images \$150 for each instance in which you exceed such limits or for each day on which you access Team Sports Images in excess of such limits, whichever is higher;
4. You agree to pay Team Sports Images \$50 for each unsolicited advertisement email, i.e. spam email, you send to Team Sports Images email addresses or through the Site;
5. If you violate sections 6.4.7 or 6.4.8, or otherwise aggregate, harvest, display, reproduce, or exploit any content on the Site other than your own content, for any purpose, in violation of these Terms without Team Sports Images prior express written consent, you agree to pay Team Sports Images \$3,000 for each day on which you engage in such conduct.
6. You agree to pay Team Sports Images \$150 for each violation of these Terms not specifically described above.

You otherwise agree to pay Team Sports Images's any actual damages, to the extent that such actual damages can be reasonably calculated.

1. OTHER.

1. **Governing Law.** Your use of this Site constitutes your consent and submission to service of process under applicable United States law and your submission to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York in New York county, for the purposes of any legal action or claim pertaining to these Terms of Use, or arising from the use of the Site, your user account and/or any Site content and you hereby waive any defenses such as lack of personal jurisdiction or forum non conveniens. These Terms of Use shall be construed and enforced in accordance with the law of the State of New York, and without regard to the choice of law principles thereof.
2. **Arbitration.** Except for the right of either party to seek an injunction or other equitable relief in any court of competent jurisdiction to maintain the status quo or prevent irreparable harm, the parties hereto agree to enter into good faith negotiations to resolve any dispute, claim or controversy at law or equity that arises out of or is related to use of the Site, or the contents of the Terms or the Privacy Policy (each, a "Claim"), for a period of thirty (30) days from the date the Claim arose. If such negotiation is unsuccessful, any Claim under this Agreement shall be resolved by final and binding arbitration in accordance with the



Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall take place in New York, New York. Judgment upon an arbitration award may be entered in any court of competent jurisdiction.

3. All Claims you bring against Team Sports Images must be resolved in accordance with this section. All Claims filed or brought contrary to this section shall be considered improperly filed. Should you file a Claim contrary to this section, Team Sports Images may recover reasonable attorney's fees and costs, provided that Team Sports Images has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim within thirty (30) days of such notice.
4. Any Claim must be filed within one (1) year after such Claim arose regardless of any status or law to the contrary. In the event any such Claim is not filed within such one (1) year period, such Claim shall be barred.
5. Any failure to act by Team Sports Images with respect to a breach by you or others does not waive Team Sports Images right to act with respect to subsequent or similar breaches.
6. Notwithstanding anything to the contrary, Team Sports Images reserves the right to seek the remedy of specific performance of any term of these Terms, or a preliminary or permanent injunction against the violation of these Terms or in aid of the exercise of any power granted in these Terms, or any combination thereof.
7. Captions and Headings. All captions, indices, titles, subject headings, section titles and similar items contained in these Terms are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning or content of these Terms.
8. Relationship. The relationship between the Parties is as set out in these Terms and no employment, joint venture, partnership or agency relationship shall be deemed to subsist between the Parties and neither shall have the power to bind the other, except as otherwise set forth herein.
9. Severability. If any of the provisions of the Terms are held illegal, inapplicable or non-executable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and remain enforceable and said ruling will not affect any other provision set forth in this the Terms and will not render such other provisions invalid, inapplicable or non-executable.
10. Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with your activities under the Rules.
11. Miscellaneous. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Team Sports Images as a result of



these Terms or your use of the Site. These Terms are subject to existing laws and legal process, and nothing contained in these Terms is in derogation of any obligation on our part to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

12. Entire Agreement. These Terms set forth the entire understanding and agreement between you and Team Sports Images with respect to the subject matter of these Terms.

13. Last Modification. This Terms of Use was last modified on July 9, 2020.