

BIGTEAMS TERMS OF USE

INTRODUCTION

Welcome to the BigTeams Network.

BigTeams provides web-based software tools allowing schools and organizations to provide content to the community. The following Terms of Use (this “*TOU*”) describes the terms on which Big Teams, LLC and/or its affiliates of licensors (“*BigTeams*”) offers you access to our services and govern the permissible content that you submit to this Web Site located at <http://www.bigteams.com>, www.schedulestar.com and/or any other web site owned or operated by BigTeams or its affiliates that is linked to the foregoing site (the “*Services*”). The Services includes any tools available on the Sites and/or any content provided by BigTeams on or through the Sites, which may include text, images, hosted software, sound or video files. We use your information as described in our Privacy Policy, which can be accessed at www.bigteams.com and www.schedulestar.com.

ACCEPTANCE

By using the Services, or any site within the BigTeams’ Network, or by clicking “I Accept” you are accepting all of the terms in, and linked to, this TOU and the BigTeams Privacy Policy. You agree that this TOU and Privacy Policy will apply whenever you use BigTeams sites or Services, or when you use the tools we make available to interact with BigTeams sites and services. If you use another BigTeams site, you agree to accept the user agreement, privacy policy and/or other use terms applicable to that site. Some BigTeams Sites or Services may have additional or other terms that we provide to you when you use those Sites or Services.

PERMITTED USE OF THE SITE AND SERVICES

This Site and the Services are provided on an “as is” basis by BigTeams for the convenience of its customers and users, and the Site and the domain name(s) associated with it and all copyrights, trademarks and other proprietary and personal rights of the Site and Services are the sole property of BigTeams and its licensors. The Site and Services are intended for use by persons 18 years of age or older. You are permitted to access the Site and the Services solely for the purpose of receiving information about BigTeams’s business and products, purchasing and utilizing the Services, communicating with BigTeams, entering prize promotions offered by BigTeams, or otherwise as stated on the Site.

BigTeams hereby grants a worldwide, fully paid-up, non-exclusive, non-transferable license to you to use the Site and Services solely for the purpose of operating the Site. You may not copy, modify, reproduce, retransmit or otherwise utilize the Content in any other fashion or for any other purpose without the express written permission of the Content’s owner. You may only link to the Site for the purpose of directing other users to the Site, and must remove any link to the Site immediately on request from BigTeams. All copyrights, trademarks, patents, trade secrets and other proprietary rights contained within the Site are the sole property of BigTeams and/or its licensors, each of whom reserves all rights with regard to such materials.

BigTeams may at its option provide you with one or more areas within the Site for online discussions (e.g. message boards, wikis, chat rooms or blogs). Should you choose to participate in such a forum, you agree not to utilize the forum for illegal or inappropriate purposes. BigTeams reserves the right but will not be obligated to edit or delete postings to its forums at any time and for any reason. BigTeams shall also have no responsibility or liability for any content created or posted by you or other third parties within any online forum.

BigTeams makes no warranties, express or implied, with regard to the Site or the Service, their operation, or your use of the Site or Service, including but not limited to warranties of merchantability or fitness for a particular purpose. BigTeams makes no warranties as to the availability, up-time, functionality, error-free nature or reliability of the Site or the Service, the Internet, the telephone network through which the Service is utilized, or other technology utilized to present, access or utilize the Site or the Service, nor does it warrant that the Site or Service shall be free of computer viruses or other malicious content. BigTeams reserves the right to modify, suspend or discontinue the offering of the Site and Service at any time for any reason without prior notice. Further, while BigTeams utilizes electronic and physical security to reduce the risk of improper access to or manipulation of data during transmission and storage, it cannot guarantee the security or integrity of the data and shall have no liability for breaches of security or integrity or third-party interception in transit, nor for any damage which may result to your computer or other property by your use of the Site or Service.

RESTRICTIONS ON USE

While using BigTeams Sites and Services, you will not:

- use the Service in connection with the delivery or transmission of unsolicited messages (commercial or otherwise) or spamming;
- violate any laws or third party rights or violate or fail to comply with all rules, regulations, procedures and policies of Company and any policies of the networks connected to the Services;
- post content or edit our sites, services or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services or tools;
- fail to deliver payment for items purchased by you;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- transfer your BigTeams account (including feedback) or User ID to another party without our consent;
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- transmit or distribute viruses trojan horses, worms, time bombs, cancel-bots, or any other harmful or deleterious programs or any other technologies that may harm BigTeams, or the interests or property of BigTeams users;
- copy, modify or distribute rights or content from the BigTeams sites, service or tools or BigTeams's copyrights and trademarks;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- create a false identity or forged email address, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
- impersonate any other person or entity or misrepresent your affiliation with any other person or entity;
- use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or illegal;
- transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
- transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;

- copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever or allow any unauthorized third party to access the Services for any purpose;
- attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
- interfere with another member's use and enjoyment of the Service.

ABUSING BIGTEAMS; SUSPENSION

BigTeams and its community work together to keep our sites and services working properly and the Community safe. Please report problems, offensive content, and policy violations to the school or organization administering the website.

BigTeams may, with or without cause, immediately terminate this TOU, and deny you the right to use the Services. Without limiting other remedies, we may limit, suspend or terminate your service and user accounts, prohibit access to our sites and content, services and tools, delay or remove hosted content, and take technical and legal steps to restrict your access to the Sites if we think, in our sole discretion, that you are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of this TOU or our policies (for example, and without limitation, policies related to shill bidding, conducting off-BigTeams transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users). Additionally, we reserve the right to cancel unconfirmed accounts or accounts that have been inactive, or to modify or discontinue BigTeams sites, services or tools. If this TOU is terminated, you will no longer be authorized to use the Services. In the event of termination, the disclaimers, limitations of liabilities and the indemnification provisions set forth in this TOU, shall survive.

PROCEDURE FOR MAKING CLAIM OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof to our Designated Agent, info@bigteams.com, who can be reached as follows:

BigTeams | Schedule Star
 7925 Jones Branch Dr. | Suite 2125 | McLean, VA 22102
 t: 866-968-3267 | f: 540-301-0735
info@bigteams.com

In order for you notification to be effective, you must include the items required by 17 U.S.C. §512(c). This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

To file a counter notification with us, you must provide a written communication (by fax or regular mail) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

Your communication must include substantially the following: (1) a physical or electronic signature of the subscriber; (2) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (3) a statement under penalty of perjury that you have a good faith belief that the material was

removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (4) your name, address, and telephone number; (5) the following statement: "I consent to the jurisdiction of state and Federal courts located in Fairfax, Virginia, and I will accept service of process from the claimant or an agent of the claimant;" and (6) the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

Please send the written communication:

BigTeams | Schedule Star
7925 Jones Branch Dr. | Suite 2125 | McLean, VA 22102
f: 540-301-0735

LIMITATION OF LIABILITY

You will not hold BigTeams responsible for other users' content, actions or inactions, including copyright infringements. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of content, the truth or accuracy of users' content or listings.

IN NO EVENT SHALL BIGTEAMS, ITS AFFILIATES, LICENSORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF THESE TERMS, THE SITE OR THE SERVICE, EVEN IF BIGTEAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL BIGTEAMS PARTIES AGGREGATE LIABILITY FOR ANY REASON ARISING OUT OF THESE TERMS, THE SITE OR THE SERVICE FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE GREATER OF: (I) ONE HUNDRED DOLLARS (\$100) OR (II) AMOUNT PAID BY YOU TO BIGTEAMS HEREUNDER. ALL CLAIMS MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE THE CLAIM ARISES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

USER WARRANTIES AND INDEMNITY

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

By using this Site and the Service, you hereby warrant and represent that you have all necessary rights, power and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms or in the performance of such obligations will place you in breach of any other contract or obligation. You further warrant and represent to BigTeams that you are and shall at all times remain in full compliance with all applicable laws and regulations with regard to your use of this Site and Service, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing and Internet marketing.

By using this Site and the Service, you agree to indemnify and hold harmless BigTeams, its affiliates and contractors, and its and their officers, directors, employees and agents from and against any loss, claim, damage, obligation, liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of any investigation or preparation) arising out of or in connection with any actual or threatened claim, suit, action or proceeding by any person based on or arising out of your breach of the above warranties or any use by you or an account or computer owned by you of the Site, the Service or the Content or your provision of User Content to BigTeams.

USER CONTENT

Any content, information, material or data that you submit or post via this website or the Services is referred to in this TOU as "*User Content*." You retain all copyright to all original User Content you submit to the Site. You grant us, and anyone authorized by us (including school and school booster clubs), a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium you have in the content, in any media known now or in the future. The foregoing grant includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction. Also, in connection with the exercise of these rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate. You understand that the technical processing and transmission of the Site, including content submitted by you, may involve transmissions over various networks, and may involve changes to the content to conform and adapt it to technical requirements of connecting networks or devices.

You acknowledge and agree that you will not post on the Site any content for which you do not have the clear right to do so and to grant the rights granted above. You further acknowledge and agree that you are solely responsible and liable for any content that you post on the Site and for any infringement or other liability that may result.

You represent and warrant that (i) all User Content is either wholly original to you, or all third party rights therein have been fully cleared for use as contemplated by this Agreement, and that you have the right to grant the rights granted herein without violating the rights of any third party; (ii) the User Content and the posting thereof on the Site does and will not, in any way, violate or breach any of the terms of this Agreement or the Conduct Policy or violate or infringe upon the rights of any third party, and (iii) BigTeams shall not in any circumstance be required to pay or incur any sums to any person or entity as a result of its use or exploitation of the User Content unless otherwise agreed by BigTeams.

Without limiting the foregoing, BigTeams and the respective school (including booster clubs), school employee, school organization, or site administrators reserves the right to use the User Content as it deems appropriate, including, without limitation, deleting, rejecting, or refusing to post it. Your submission of User Content is subject to the terms our User Agreement. BigTeams and the respective school (including booster clubs), school employee, school organization, or site administrators shall not be obligated to enforce any form of attribution by third parties and shall not be responsible for any third party use of User Content.

By providing content to this site, you hereby declare that (a) you have no objection to the publication, use, modification, or deletion and exploitation of the User Content by BigTeams and the respective school (including booster clubs), school employee, school organization, or site administrators; (b) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (c) you forever release BigTeams and the respective school (including booster

clubs), school employee, school organization, or site administrators from any claims that you could otherwise assert against BigTeams by virtue of any such moral rights.

ARBITRATION

All claims or disputes under this TOU shall be submitted to final and binding arbitration before the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, for arbitration in the State of California. Judgment upon the award rendered by an arbitrator(s) may be entered in any court having jurisdiction thereof, and, if BigTeams is the party seeking enforcement, BigTeams shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by you as the party against whom enforcement is ordered. Any dispute or portion of a dispute involving intellectual property rights shall not be subject to arbitration and shall be determined by a court of competent jurisdiction as provided herein. Notwithstanding the foregoing, BigTeams shall have the right to initiate an action in a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief in the event you or any third party infringes upon its proprietary rights or breaches or threatens to violate any law through use of the Services. Each party agrees that any dispute resolution proceedings whether in arbitration or in court, will be conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. **ADDITIONALLY, IF ANY CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. THIS TOU DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AMERICAN ARBITRATION ASSOCIATION (AAA) OR BETTER BUSINESS BUREAU (BBB) PROCEDURES OR RULES WOULD. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER ACTION HELD UNDER THIS TOU.**

MISCELLANEOUS

The validity, construction and performance of this TOU shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of laws provisions thereof. Any action brought pursuant to this TOU shall be commenced in federal or state court located in Fairfax County, Virginia. The parties hereby consent to personal jurisdiction in the federal and state courts in Fairfax County, Virginia and waive any right to a change of jurisdiction or venue. This TOU constitutes the full and entire understanding and agreement between BigTeams and you with respect to your use of the Services and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written, relating to the subject matter hereof, except as may be otherwise agreed. If any provision of this TOU shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced and reconstructed to the maximum extent permitted by law. All notices to Company in connection with this TOU shall be provided in writing, and any notice will be deemed to be given on the date it is received. This TOU shall be binding upon either party's successors or assigns. BigTeams reserves the right, in its sole discretion, to change, modify, add or remove any of the terms and conditions contained in this TOU, in whole or in part, at any time. Amendments to this TOU will be effective immediately upon posting of the new TOU on BigTeams's website and by using the Services following the posting of such new TOU, you are agreeing to comply with and be bound by the terms and conditions of the new TOU as revised.

[End of TOU]