



# D1Scout LLC

## Terms of Service

Welcome to D1Scout! If you register to use this web site, you must read and agree to these D1Scout Terms of Use and the following terms and conditions and policies, including any future amendments (collectively, the "Agreement"):

### D1Scout Terms of Service - Our general terms and conditions

Although we may attempt to notify you via your email address when major changes are made, you should visit this page periodically to review the terms. D1scout may, in its sole discretion, modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the D1Scout services. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

**Description of Service.** The D1Scout is a software platform which facilitates the desire of sport organizations. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. D1Scout disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. D1Scout also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

**Company Use.** The Service is made available to you for your company's use only. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur thereunder. D1scout reserves the right to refuse service to anyone at any time without notice for any reason.

**Proper Use.** You agree that you are responsible for your own communications and for any consequences thereof. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by D1Scout; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; (iv) use the Service for any fraudulent or inappropriate purpose; or (v) act in any way that violates the Program Policies, as may be revised from time to time. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. D1Scout reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

**Content of the Service.** D1Scout takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does D1Scout have any obligation to monitor such third party content. D1Scout reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. D1Scout also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of D1Scout, its users and the public. D1Scout will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

**Intellectual Property Rights.** D1Scout's Intellectual Property Rights. You acknowledge that D1Scout owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "D1Scout Rights"), and such D1Scout Rights are protected by U.S. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. The D1Scout Rights include rights to (i) the Service developed and provided by D1Scout; and (ii) all software associated with the Service. The D1Scout Rights do not include third-party content used as part of Service, including the content of communications appearing on the Service. Your Intellectual Property Rights. D1Scout does not claim any ownership in any of the content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit or store in your D1Scout account. We will not use any of your content for any purpose except to provide you with the Service.

**Representations and Warranties.** You represent and warrant that (a) all of the information provided by you to D1Scout to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

**Privacy.** As a condition to using the Service, you agree to the terms of the D1Scout Privacy Policy as it may be updated from time to time. D1Scout understands that privacy is important to you. You do, however, agree that D1Scout may monitor, edit or disclose your personal information, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the D1Scout Privacy Policy. Personal information collected by D1Scout may be stored and processed in the United States or any other country in which D1Scout or its agents maintain facilities. By using D1Scout services, you consent to any such transfer of information outside of your country.

**Account Inactivity.** After a period of inactivity, D1Scout reserves the right to disable or terminate a user's account. For more information on how D1Scout deals with account inactivity, please contact D1Scout.

**Publicity.** Any use of D1Scout's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with this Agreement.

**Termination; Cancellation.** You may cancel your use of the Services and/or terminate this Agreement with or without cause at any time by providing notice to D1Scout; provided, however, that a terminated account may continue to exist for up to two business days before such cancellation takes effect. D1Scout may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system. Except as set forth above or unless D1Scout has previously canceled or terminated your use of the Services (in which case subsequent notice by D1Scout shall not be required), D1Scout will notify you via email of any such termination or cancellation, which shall be effective immediately upon D1Scout's delivery of such notice. Sections 3, 4, 5, 7, and 10 - 12 of the Agreement, along with applicable provisions of the general Terms of Service (including the section regarding limitation of liability), shall survive expiration or termination.

**Indemnification.** You agree to hold harmless and indemnify D1Scout, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, D1Scout will provide you with written notice of such claim, suit or action.

**Choice of Law; Jurisdiction.** These Terms of Use will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Westchester County, New York, and you consent to the jurisdiction of such courts.