TERMS OF USE

Last Updated: September 3, 2023.

Please carefully read these Terms of Use and any applicable Additional Terms (collectively, these "**Terms**") before using our Service, as they are a binding agreement between you and Cincinnati Bengals, Inc. or its affiliated or related entities (collectively, "Company" or "**we**" or "**us**" or "**our**"). These Terms govern your use of and access to our "**Service**" which includes our websites, platforms, apps, features, communications (including chats and emails), and other online or digital products and services that post a link to or are otherwise stated to be governed by these Terms. By accessing, visiting or otherwise using the Service in any manner, you agree that you have read and understood the Terms, and to be bound by them. **If you do not wish to be bound by these Terms, do not use the Service and uninstall or delete Service downloads and applications.**

Arbitration Agreement
These Terms include an **Arbitration Agreement** that governs any disputes between you and us. The Arbitration Agreement and other provisions will:

- Eliminate your right to a trial by jury to the extent allowable under applicable law; and
- Substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings in arbitration and litigation.

Privacy
You also acknowledge that you have read and understood, and that you consent to, our data practices as described in our **Privacy Policy**

Use of Third-Party Services
Please note that various features of the Service are provided by Third-Party Services (defined below) and subject to that third party's terms and conditions. Examples of such Third-Party Services available on or through the Service include:

- Ticketmaster (ticket purchasing and exchange)
- FEVO (group ticket purchasing)
- Cincinnati Bengals Shop (the Official Online Store of the Cincinnati Bengals, operated by Fanatics)
- Bengals Bids (operated by Metabilia)

Additional Terms
In some instances, additional or different terms posted on the Service apply to your use of certain parts of the Service (individually and collectively "**Additional Terms**"). To the extent there is a conflict between the Terms of Use and any Additional Terms, the Terms of Use will control unless the Additional Terms expressly state otherwise.

Updates to these Terms and Additional Terms
We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained **here**

1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

A. Ownership. The Service and all of its content ("**Content**") are valuable assets of Company and its licensors, and are subject to and/or protected by copyrights, patents, trademarks, service marks, and other intellectual property rights ("**Intellectual Property Rights**"). All right, title, and interest in and to the Service, Content, and Intellectual Property Rights therein ("**Company Property**") is the property of Company, our licensors

or certain other third parties. Company owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

B. Your Rights to Use the Service and Content. Your right to use the Service and Content is subject to your strict compliance with these Terms. If you violate these Terms, we reserve the right to temporarily suspend and/or permanently terminate your access to the Service or Content, without notice or liability to you. The rights we grant to you in this section are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. All rights that we have granted to you in these Terms in the Service and Content non-transferable and non-sublicensable by you, and are limited to your personal, non-commercial, and lawful use only.

- You may access and use the Service, and display, view, use, and play the Content on a computer, mobile or other device on which the Service and/or Content are made available ("**Device**"), and access and use only the functionality of the Service made available to you.
- Certain Content may, from time-to-time, include a "Download" or similar link next to it or otherwise , in which case you may download a single copy of such content to your Device.
- If we make available any software (such as our App) ("**Software**") for download, you may download, install and use one copy of such Software on your Device in the manner and form that such Software is made available to you.
- The Service may include features or functionality that enable you to share or make available links to, or portions of, the Service or Content with third parties, such as features or functionality that allow you to "send to friend" or to post or share Content on social media. Where this functionality is available, you are permitted to share with or make available to third parties such links to or portions of the Service and/or Content. You are permitted to link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Company names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Company or cause any other confusion, and (c) the links and the content on your website do not portray Company or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Company.

Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other Intellectual Property Right of Company or any third party. Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites or other online services linking to the Service.

C. Additional Terms for Usage Subscriptions. From time-to-time, we may offer you the ability to purchase usage subscriptions or virtual items. Purchases of usage subscriptions (e.g., credits, points, and/or virtual currency) or any virtual items made available on the Service are nonrefundable, have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use those items only, even if such came with a durational term (e.g., a monthly subscription). Any attempt to transfer, assign or otherwise sell or trade such subscription, regardless of manner or method, is null and void. Suspension or termination thereof results in the forfeit of the suspended or terminated subscription or items, except as may be noted in the applicable Additional Terms. As permitted by law, we are not responsible for repairing or reissuing any credit or refund or any other sum, as a result of our modification of any usage subscriptions or virtual item, or for loss or damage due to error, or any other reason.

D. Rights of Others. In using the Service, you must respect the Intellectual Property Rights and other rights Company and third parties. Your unauthorized use of Content may violate the rights of others and

applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see **Section 5** and **Section 6** below.

E. Reservation of all Rights Not Granted as to Content and Service. These Terms include only narrow, limited grants of rights to use and access the Service and Content. No other right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY Company AND ITS LICENSORS AND OTHER THIRD PARTIES.

F. Third-Party Services. The Service may include or permit you to access content, advertisement(s), apps, platforms, or sites that are owned or controlled by third parties ("**Third-Party Services**"). Sometimes, Third-Party Services may be integrated into the Service, and other times, you may leave the Service and be directed to or visit the Third-Party Service. This may include the ability to register or sign in to our Service using a third-party login (such as your Ticketmaster or social media account). Your use of Third-Party Services is subject to the respective third party's terms of use and privacy policy. We are not responsible for your access to or use of any Third-Party Services.

The below provisions apply to your use of the Service through Apple iOS.

TERMS APPLICABLE FOR APPLE iOS.

(i) To the extent that you are accessing the Service through an Apple mobile application, you acknowledge that these Terms are entered into between you and Company and, that Apple, Inc. ("**Apple**") is not a party to these Terms other than as third-party beneficiary as contemplated below.

(ii) The license granted to you by Company under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: http://www.apple.com/legal/itunes/us/terms.html) and any third-party terms of agreement applicable to the Service.

(iii) You acknowledge that Company, and not Apple, is responsible for providing the Service and Content thereof.

(iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.

(v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.

(vi) Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and Company, Company, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third-party's Intellectual Property Rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such Intellectual Property Rights infringement claims.

(viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

(ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

(x) Your use of real time route guidance on the Service (if any) is at your sole risk. Location data may not be accurate.

2. USER-GENERATED CONTENT; COMMUNITY USAGE RULES.

A. User-Generated Content. You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Instagram, and Twitter) ("**UGC**"), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our **Privacy Policy** or applicable Additional Terms. As permitted by applicable law, and subject to any explicit terms of our **Privacy Policy** and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your UGC and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your UGC. Our receipt of your UGC is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property Rights relating to your UGC.

B. **Company's Exclusive Right to Manage Our Service.** Company may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Company may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display as provided for in the Privacy Policy.

C. Enforcement. Company has no obligation to monitor or enforce your Intellectual Property Rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at Company's cost and expense, to which you hereby consent and irrevocably appoint Company as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

D. Community Usage Rules. We may from time-to-time offer online forums, message boards, or other community features, including those that may allow you to interact with other users or post Submissions in public or semi-private areas (such as those that are available only to account holders) ("**Community(ies)**"). As a user of the Service, these Community usage rules ("**Rules**") are here to help you understand the conduct that is expected of users of any Community features.

(i) Nature of Rules. Your participation in any Communities is subject to all of the Terms, including these Rules:

- **Your UGC.** All of your UGC either must your original creation or, if it was created or is owned by a third party (such as a friend or any other person or company), you must permission from that third party to submit it to the Service. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere online.

- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission (or in the case of minors, their parents' express permission) to submit it.

- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not do any of the following: (i) threaten, abuse, or harm others; (ii) include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, disability, or other pro; (iii) be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit; or (iv) exploit any individuals, including children under the age of 18.

- **Do Not Use to Solicit or Send Any Commercial or Unwanted Communications.** Do not harvest or collect email addresses or other contact information, or any other information from other users of the Service for any purpose, including by for the purpose of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any advertising, solicitations, promotional materials, junk mail, spam, chain letters, multi-level marketing promotions, pyramid schemes, or any other form of solicitation.

- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.

- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (*e.g.*, coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.

- **Take Care when Submitting Personal Information where Others Can See.** Do not submit personal information that would permit others to contact or locate you, or that is particularly sensitive, such as your contact information, social security number, payment information, or any other similar information, in public or semi-public areas, or in private messages. .

- **Don't Share Other People's Personal Information.** You should not submit other individuals personal information except in limited circumstances where a feature of the Service requests it, such as in a "send to a friend" feature.

If you submit UGC that Company reasonably believes violates these Rules or any other Terms, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action that is not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

(ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Please exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

E. **Appropriate Content and Alerting Us of Violations**. We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. If you discover any content that violates these Terms, then you may report it here.

3. ACCEPTABLE USE.

A. **Service Use Restrictions**. You agree that you will not use the Service except as expressly permitted in these Terms. Without limiting the generality of the foregoing or the remainder of these Terms, you agree that you will not, nor permit a third party to, do any of the following: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property Rights; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Company; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify source or object code of Software or any other features, products, services, or processes accessible through the Service; (v) engage in any activity that interferes with a user's or permitted third party's access to the

Service or the proper operation of the Service, or otherwise causes harm to the Service, Company, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information, materials, and other Content (including other users' personal information); and (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means..

B. Content Use Restrictions. You agree that you will not use the Content except as expressly permitted in these Terms or with the prior express consent of Company. Without limiting the generality of the foregoing or the remainder of these Terms, you agree that you will not, nor permit a third party to, do any of the following: (i) monitor, gather, copy, or distribute the Content on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) frame or utilize framing techniques to enclose any such Content; (iii) remove or obscure any Trademark, copyright, and other Intellectual Property Rights and other notices contained on or in the Content; (iv) will not use Content or otherwise take any actions in a manner that suggests an association with any of ours or our licensors' products, services, brands, or Content, or any Intellectual Property Rights therein; (v) use, frame, or utilize framing techniques to enclose any Content, or any Company trademark, logo, or other Content or proprietary information, including the images found at the Service, the content of any text or the layout/design of any page or form contained on a page on the Service; (vi) make any modifications to the Content Company without the prior express consent of Company; (vii) copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit the Content in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of Company or, in the case of content from a licensor, the owner of the same; and (viii) engage in any activity that interferes with a user's access to the Content.

4. CREATING AN ACCOUNT.

If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and all activity that takes place on your account. You are also responsible for any use of the Service on your Device (whether or not logged in to your account). We may reject the use of any password, username, or email address for any reason in our sole discretion. If you become aware of or suspect any unauthorized use of your account, password, or username, or any other breach of security, please notify us immediately here.

We do not review accounts for authenticity, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. Your accounts is personal to you, and you may not open an account on behalf of someone else. You are not permitted to sell, transfer, or assign your account or any account rights.

5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

A. DMCA Notice. Company will respond appropriately to notices of alleged U.S. copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("**DMCA**"), as set forth below. If you own a U.S. copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) U.S.

copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: "DMCA Copyright Infringement Notice";

(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);

(iv) your full name, address, telephone number, and e-mail address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

Company will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:

BY MAIL: Cincinnati Bengals, Inc. ATTN: LEGAL, 1 Paycor Stadium, Cincinnati, Ohio, 45202

BY E-MAIL: privacy@bengals.NFL.net

It is often difficult to determine if your copyright has been infringed. Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Company's other rights, Company may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Company.

B. Counter-Notification. If access on the Service to a work that you submitted to Company is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description 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 (please include the URL of the Service from which the material was removed or access to it disabled);

(iii) 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;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Southern District of Ohio), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

6. PROCEDURE FOR ALLEGING INFRINGEMENT OF YOUR TRADEMARK OR OTHER INTELLECTUAL PROPERTY

A. **Infringement Notice**. If you own intellectual property other than a U.S. copyright and believe that your intellectual property (such as your trademark or service mark) has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes all of the following:

(i) a legend or subject line that says: “Intellectual Property Infringement Notice”;

(ii) a description of the intellectual property that you claim has been infringed;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);

(iv) your full name, address, telephone number, and e-mail address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and

(vii) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Company with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

B. Counter-Notification. If access on the Service to a work that you submitted to Company is disabled or the work is removed as a result of an infringement notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a counter notification to the addresses above. Your counter notification should contain the following information:

(i) a legend or subject line that says: "Counter-Notification";

(ii) a description 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 (please include the URL of the Service from which the material was removed or access to it disabled);

(iii) 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;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Eastern District of Michigan), and that you will accept service of process from the person who provided notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that if you knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a counter notification, then we may replace the material that we removed (or stop disabling access to it). You should also be aware that we may forward the counter notification to the party who sent us the infringement notice.

7. NOTICES; CONTACTING US.

You agree that we may give you notices or otherwise respond to you by mail or to your email address (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: Cincinnati Bengals, Inc., ATTN: Legal, 1 Paycor Stadium, Cincinnati, Ohio 45202.

If you have a question regarding the Service, you may contact Company by sending an email to privacy@bengals.NFL.net.

8. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS.

We strive to accurately describe our products or services offered on the Service; however, we do not warrant that such specifications, pricing, or other Content on the Service is complete, accurate, reliable, current, or error-free. As permitted by applicable law, we shall have the right to refuse or cancel any orders in our sole discretion. Your orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. If we charged your credit or other account prior to rejection or cancellation, we will reissue credit to your account. Additional Terms may apply. If a product you purchased or accepted from Company is not as described, as permitted by applicable law, your sole remedy is to return it, to cancel the purchase and receive a credit for the purchase price. **Please note that ticket purchasing and exchange features made available on or through the Service are presented by Ticketmaster; group ticket features are provided by FEVO; the Cincinnati Bengals Shop, the Official Online Store of the Cincinnati Bengals, is operated by Fanatics; and the Bengals Bids is operated by Metabilia. As with other Third-Party Services, your use of those services is subject to their respective terms and conditions.**

9. MOBILE FEATURES AND MESSAGES; COMMUNICATIONS.

A. Mobile Features. The Service may offer certain features and services that are available to you via your mobile Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your mobile Device (collectively, "**Mobile Features**").

B. Terms of Mobile Features. You agree that as to the Mobile Features for which you are registered for, or that you otherwise download, enable, or use, to the extent permitted by applicable law, we may send communications via such features or apps to your mobile Device regarding us or other parties (e.g., chat, push notifications and in-Service messaging). Further, we may collect information related to your use of the Mobile Features as described in our Privacy Policy. If you have registered via the Service for Mobile Features, then you agree to notify us of any changes to your mobile contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, to the extent permitted by applicable law, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert, or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings, if available. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile Device. Contact your carrier with questions regarding these issues.

C. Text and Email Communications Messages.

1. **Text Messages**: In the event of any conflict with terms and conditions that are specific to a short code text messaging service (including those below), those specific terms and conditions shall control. You may be given opportunities to subscribe to various text messages or text messaging programs and by doing so, you consent to receive ongoing text alerts (including by auto-dialers) from us related to our various businesses and affiliates, which may include co-promotions with or about other parties, except that if the scope of your consent for a particular subscription is limited that subscription will be so limited. For each subscription, follow the instructions in the messages you receive in to obtain help or to unsubscribe from messages such as by texting "HELP" for help and text "STOP" to opt-out of a subscription, respectively. Subsequent or different subscriptions

will be unaffected by an opt-out. You consent to receive a text confirming any opt-out. In addition, by providing your phone number, you consent to non-marketing administrative or transactional messages. For subscriptions to recurring text messages, you may receive up to the number of text messages per month specified in your consent, or to which you later consent. Alerts auto-renew unless otherwise specified when you consented. Except for purchase of premium text programs to which you subscribe for a fee, your consent to receive text messages is not a condition of any purchase, and no purchase is necessary. You understand that we will send mobile text messages using automated technology. If you subscribe to text messages you represent that you are 18 years of age or older, or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Contact your carrier for details. If we are charging a premium rate for text messages, that will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages and may be contacted regarding them at: privacy@bengals.NFL.net or 513-455-4800.

Terms Applicable to Text Messages Sent from the Bengals from Short Code 28962:

1. When you opt-in to receiving text messages from this short code, we will send you a message to confirm your signup. Text JOIN to 28962 to receive Bengals Notifications! Message and data rates may apply. Message frequency varies. Text "HELP" for help. Text "STOP" to cancel.
2. You can cancel this service at any time. Just text "STOP" to 28962. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us via this short code.
3. If you want to receive text messages from this short code again, just sign up as you did the first time and, subject to program availability, we will start sending messages to you again. (Message frequency varies)
4. If at any time you forget what keywords are supported, just text "HELP" to 28962. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
5. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).
6. T-Mobile is not liable for delayed or undelivered messages.
7. As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
8. For all questions about the services provided by this short code, you can send an email privacy@bengals.nfl.net.
9. If you have any questions regarding privacy, please read our Privacy Policy at https://www.bengals.com/team/privacypolicy.

(i) **Email Messages**. You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions; if your unsubscribe request or opt-out is limited to certain types of emails, the unsubscribe request or opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to unsubscribe or opt-out from receiving our marketing communications.

D. **Location-Based Features.** If you have enabled GPS, geo-location or other location-based features on any mobile app(s) or feature(s), you acknowledge that your Device location may be tracked and may be shared with others consistent with the Privacy Policy. Some mobile app(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. However, you can terminate Device location tracking by us via an App by uninstalling the App. The location-based services offered in connection with our mobile app(s) or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead to death, personal injury, or severe physical or property damage. Location-based / geo-location services are used at your own risk and location data may not be accurate.

E. **Device Access and Settings**. By using the Service, you agree that we may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. For instance, our App may access and read accounts, data and/or content on your Device, add content to your Device, and change settings of your Device; saving App images, sound files and writing usage logs to the Device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for App operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the App or otherwise using the Service. Your Device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the App by uninstalling the App.

10. ARBITRATION AGREEMENT.

A. **Generally**. You and we (referred to individually in this Section 10 ("**Arbitration Agreement**") as "party" and collectively as "parties") each agree that any and all controversies, disputes, allegations, or claims at law or equity that have arisen or may arise between you and us relating in any way to or arising out of this or previous versions of these Terms, your use of or access to the Service, the Content, or your UGC ("**Dispute**"), SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, rather than through other legal proceedings in court. Arbitration is more informal than a lawsuit filed in court. It uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to limited review by courts.

B. **Informal Dispute Resolution First.**

(i) You and we agree that, prior to initiating an arbitration or other legal proceeding, you and we will attempt to negotiate an informal resolution of the Dispute. To begin this process, and before initiating any arbitration or legal proceeding against us, you must send a Notice of Dispute ("**Notice**") by certified mail to the attention of our Legal Department at 1 Paycor Stadium, Cincinnati, Ohio, 45202.

(ii) Your Notice to us must contain all of the following information: (1) your full name, address, and the email address and phone number associated with your use of the Service or any Service account or that you have otherwise used to transact with us; (2) a detailed description of the

nature and basis of the Dispute; (3) a description of the relief you want, including any money damages you request; and (4) your signature verifying the accuracy of the Notice and, if you are represented by counsel, authorizing us to disclose information about you to your attorney.

(iii) After receipt of your Notice, you and we shall engage in a good-faith effort to resolve the dispute for a period of 60 days, which both sides may extend by written agreement ("**Informal Dispute Resolution Period**"). During the Informal Dispute Resolution Period, neither you nor we may initiate an arbitration or other legal proceeding.

(iv) If the Dispute is not resolved during the Informal Dispute Resolution Period, you may initiate an individual arbitration as provided below.

C. **Arbitration Procedures**.

(i) The assigned independent arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, any part thereof, including, but not limited to, any claim that all or any part of these Terms are void or voidable.

(ii) Conducting Arbitration and Arbitration Rules. Any arbitration must be initiated with and conducted by National Arbitration & Mediation ("NAM") pursuant to its Comprehensive Dispute Resolution Rules and Procedures and/or its Mass Filing Supplemental Dispute Resolution Rules and Procedures (together, the "**NAM Rules**"), except as modified by these Terms. The NAM Rules are available at www.NAMADR.org, by calling NAM at 1-800-358-2550. In any instance where the applicable NAM Rules and these Terms are inconsistent, these Terms shall control.

(iii) An arbitration demand filed with NAM must include a certification signed by the filing party verifying compliance with the Initial Dispute Resolution requirements and other requirements set out in this Arbitration Agreement.

(iv) If NAM fails or declines to conduct the arbitration for any reason, you and we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint the arbitration administrator.

(v) Any arbitration hearing will take place in or nearest to the county or municipality where you live, unless you and we agree to a different location or to a virtual hearing.

(vi) The arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this Arbitration Agreement, except that only a court of competent jurisdiction as set forth in Section 15(B) of these Terms (and not an arbitrator) shall have the exclusive authority to resolve any claim that all or part of the Class Action Waiver set forth in these Terms or the Additional Procedures for Multiple Case Filings set forth in this Arbitration Agreement are unenforceable, unconscionable, void, or voidable.

D. **Additional Procedures for Multiple Case Filings**.

(i) You and we agree that these "**Additional Procedures for Multiple Case Filings**" in this Section 10(D) shall also apply if you or we are subject to twenty-five (25) or more individual arbitration demands of a substantially similar nature with the assistance of the same law firm, group of law firms, or organizations ("**Multiple Case Filing**"). For the avoidance of doubt, this includes where

you choose to participate in a Multiple Case Filing against us; for example, where your counsel asserts your Dispute against us in a Multiple Case Filing. Please be aware that if you do so, the resolution of your Dispute might be delayed and ultimately proceed in court. You and we agree that as part of these procedures, the parties' counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and the arbitrator's resources.

The limitations period(s) applicable to each arbitration demand within a Multiple Case Filing, including any applicable statutes of limitations and the requirement to file within one (1) year in Section 15(C) below, shall remain tolled from the time a party makes a pre-arbitration demand to the time when that party files the arbitration demand with the arbitration provider.

(ii) **STAGE ONE**: If at least twenty-five (25) disputes are submitted as part of the Multiple Case Filing, you and we shall select sixteen (16) Disputes (eight (8) per side) to proceed as cases in individual arbitrations ("**Bellwether Arbitrations**") as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 50 disputes, all shall proceed individually in Stage One). While the Bellwether Arbitrations are adjudicated, no other demand for arbitration that is part of the Multiple Case Filing may be processed, administrated, or adjudicated, and no filing or other administrative costs for such a demand for arbitration shall be due from either party to the arbitration provider. If, contrary to this provision, a party prematurely files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance.

Following resolution of the Bellwether Arbitrations, the parties shall participate in a global mediation of all the remaining demands from the Multiple Case Filings, with a mediator jointly selected by counsel of the parties in an effort to resolve the remaining Disputes that are a part of the Multiple Case Filing.

(iii) **STAGE TWO**: If the remaining Disputes from the Multiple Case Filings have not been resolved at the conclusion of Stage One, you and we shall select fifty (50) Disputes (twenty-five (25) per side) to proceed as cases in individual arbitrations as Bellwether Arbitrations as part of Stage Two. The number of Disputes to be selected to proceed as part of Stage Two can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage Two).

The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes from the Multiple Case Filing with a retired mediator jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two).

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of these Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining disputes in individual arbitrations consistent with the process set

forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Multiple Case Filings, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Multiple Case Filings provision and each of its requirements are essential parts of this Arbitration Agreement. If, after exhaustion of all appeals, either an arbitrator or a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your dispute and are not enforceable, then, notwithstanding Section 15(G), your dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

(iv) Timing of Bellwether Arbitrations. The parties shall work in good faith with the arbitrator to complete each Bellwether Arbitration (in each respective stage, i.e., Stage One, Stage Two, and, if agreed, subsequent stages) within one hundred and twenty (120) calendar days of its initial pre-hearing conference. The parties agree that the Bellwether Arbitration process is designed to achieve an overall faster, more efficient, and less costly mechanism for resolving Multiple Case Filings, including the claims of individuals who are not selected for a Bellwether Arbitration.

E. **Costs of Arbitration**. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules. For claims under $10,000, we will reimburse you for all arbitration fees, including the initial filing fee, if you are deemed the prevailing party by the arbitrator. For the global mediations (if any) that take place according to this Arbitration Agreements, we will pay the mediator's fee.

F. **Exceptions to Arbitration**. This Arbitration Agreement shall not require arbitration of the following types of claims brought by either you or we: (i) small claims court actions, if the requirements of the court are met and the claims are only on an individual basis; and (ii) claims pertaining to intellectual property rights, including trademarks, trade dress, domain names, trade secrets, copyrights and patents.

G. **Opt-Out Procedure**. Opt-Out. You may reject this Arbitration Agreement and opt out of arbitration by sending an email to privacy@bengals.NFL.net within thirty (30) calendar days of the date you first agree to these Terms. An opt-out notice that purports to opt out multiple parties will be invalid as to all such parties. No individual (or their agent or representative) may effectuate an opt out on behalf of other individuals. Your notice to opt-out must include your first and last name, address, the email address associated with any Service account, and an unequivocal statement that you decline this Arbitration Agreement. If you do decide to opt out, that opt out will apply to this Arbitration Agreement and all previous versions thereof, and neither party will have the right to compel the other to arbitrate any Dispute. However, all other parts of this Arbitration Agreement will continue to apply to you, and opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may enter into in the future with us.

11. CLASS ACTION WAIVER AND JURY TRIAL WAIVER

A. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.

B. To the fullest extent allowable by applicable law, you and we waive the right to a jury trial.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY AND THEIR DIRECT AND INDIRECT PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, CUSTOMERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "COMPANY PARTIES") HEREBY DISCLAIM AND MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR PROMISES, EXPRESS OR IMPLIED, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE SERVICE, CONTENT, COMPANY PROPERTY, UGC OR OTHER COMPANY PRODUCTS OR SERVICES.

B. **EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**

13. LIMITATIONS OF OUR LIABILITY.

A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE SERVICE, CONTENT, COMPANY PROPERTY, UGC, OR OTHER COMPANY PRODUCTS OR SERVICES, EXCEPT, TO THE EXTENT NOT WAIVABLE UNDER APPLICABLE LAW, FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT MANUFACTURED, SOLD OR PROVIDED BY COMPANY.

B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID COMPANY IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY COMPANY PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY COMPANY PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) COMPANY PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY COMPANY PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST COMPANY PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

14. UPDATES TO TERMS.

It is your responsibility to review the posted Terms each time you use the Service. WE MAY UPDATE THESE TERMS FROM TIME-TO-TIME AND YOU AGREE THAT WE MAY NOTIFY YOU BY POSTING THEM ON THE SERVICE (OR IN ANY REASONABLE MANNER OF NOTICE OF OUR CHOOSING). YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE UPDATED TERMS.

15. GENERAL PROVISIONS.

A. Consent to Electronic Contacting and Receiving Electronic Records. When you use our Service, including signing up to receive email or text messages, you consent to receive electronic records from us and consent to us contacting you electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Service it is intended to be an electronic signature which binds you as if you had signed on paper.

B. **Governing Law; Jurisdiction; and Venue**. The laws of the State of Ohio regardless of conflict of laws principles, govern all matters arising out of or relating to this Agreement, including its interpretation, construction, performance, and enforcement, except that the Federal Arbitration Act governs provisions relating to arbitration and federal intellectual property laws govern provisions and Disputes relating to intellectual property. Except as otherwise provided in Section 10, the parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Hamilton County, Ohio, and the federal courts in the Southern District of Ohio.

C. Requirement to File Within One Year. To the extent permitted by applicable law, and notwithstanding any other statute of limitations, any claim or cause of action under this Agreement (with the exception of Disputes under Section 10(H) (Exceptions to Arbitration) must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be permanently barred. The statute of limitations and any arbitration cost deadlines shall be tolled while the parties engage in the informal dispute resolution process required by Section 10(B) and as otherwise stated in Section 10.

D. Indemnity. As permitted by applicable law, you agree to, and you hereby, defend (if requested by Company), indemnify, and hold Company Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with your UGC, use of the Service, or breach of these Terms. Company(all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Company Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Company Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Company Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Company Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

E. Operation of Service; Availability of Products and Services; International Issues. Company, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or Content, in whole or in part, for any reason, in Company's sole discretion, and without advance notice or liability. These Terms also govern any updates to, or supplements or replacements for, the Service and Content. Company controls and operates the Service from the U.S.A., and makes no representation that the

Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

F. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export any aspects of the Service, including any software, to any county, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

G. Severability; Interpretation. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

H. Investigations; Cooperation with Law Enforcement; Termination; Survival. As permitted by applicable law, Company reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms, (iii) use any information obtained by Company in accordance with its **Privacy Policy** in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Company to comply with law enforcement requests or legal requirements in accordance our **Privacy Policy**, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms, and (vi) discontinue the Service, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Company under these Terms. Upon suspension or termination of your access to the Service, or upon notice from Company, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

I. Assignment. Company may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any rights granted to you hereunder may not be assigned by you, and you may not delegate or assign your obligations under them, without the prior written consent of an officer of Company.

J. Complete Agreement; No Waiver. These Terms reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. No failure or delay by you or Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

//End Terms of Use//

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