

# ESIGN

## Consent To Electronic Disclosures And Signatures

I acknowledge that you are required to give me certain documents, such as payment authorizations and payment plans, in paper, but I can agree to electronic form and electronic signatures. If I agree to electronic disclosures, you will send required documents and other communications, such as Ticket Terms and Facility Policies, by email or give them to me on your website.

If I choose electronic disclosures and then want a free paper copy, if my e-mail address changes, or I no longer want electronic disclosures, I agree to call you at (440) 891-5050 or update my information online. Otherwise, this consent will last for the duration of my relationship with you.

To receive disclosures electronically, I must provide a current e-mail address, my device must have a current browser and I must be able to access, read, download, and store PDFs. By clicking I agree, I agree to electronic signatures and records and that my computer meets these standards.

## CLEVELAND BROWNS TICKET TERMS AND CONDITIONS

PLEASE READ CAREFULLY. THESE TICKET TERMS AND CONDITIONS ("TERMS") CONTAIN ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT IMPACT YOUR LEGAL RIGHTS. These Terms include (1) General Provisions which apply to all Ticket holders, and (2) Season Ticket Provisions which apply to Season Ticket purchases, including an Auto-Renewing Season Ticket Payment Plan and Payment Authorization which apply only if I pay for my Season Ticket via an Auto-Renewing Plan.

**The purchaser and/or bearer of Ticket(s) to the Event, and any individual seeking entry to the Event through the use of a Ticket, including minors and all other attendees accompanying any Ticket bearer (on whose behalf the purchaser and/or bearer represents they are authorized to act for purposes of agreeing to these Terms (each of the foregoing, a "Holder")), agree that (i) such license is subject to these Terms, and (ii) by purchase, acceptance and/or use of such license, each Holder is deemed to have read and understood the Terms, and agrees to be bound by them.**

**DEFINITIONS:** "I," "me," and "my" mean the Ticket licensee identified on the associated Invoice (whether person or entity), any Holder of a Ticket, and/or all other persons gaining admission to the Facility through the use of a Ticket. "You," "your", "Cleveland Browns" and "Browns" mean, collectively, Cleveland Browns Football Company LLC and Cleveland Browns Stadium Company LLC d/b/a the Cleveland Browns. "Ticket" means, as applicable, either (i) a ticket for a Browns game played at the stadium then designated by the Browns as the home stadium, currently located 100 Alfred Lerner Way in Cleveland, Ohio ("Stadium"), (ii) a ticket for a non-game Browns event at the "Facility" (defined as the Stadium or such other location designated by the Browns), or (iii) a ticket for any other event at the Facility. "Invoice" means the applicable season's invoice and any revised invoice for that season (as described below) and any written timetable of scheduled payment amounts and due dates for that season disclosed to me by the Browns. "Season Ticket" means an indivisible revocable license issued annually by the Browns that provides me Tickets to attend all pre-season and regular season Browns home games during the applicable NFL Season at the Stadium (a "Full Season"). "Payment Plan" means the agreement to purchase a Season Ticket in installments and includes both Auto-Renewing Season Ticket Payment Plans (also known as Auto-Renewing Plans) and Non-Auto-Renewing Season Ticket Payment Plans (also known as Non-Auto-Renewing Plans).

### Section 1: General Provisions Applicable to all Ticket Holders

**ACKNOWLEDGEMENT OF INHERENT RISK IN ATTENDING SPORTING EVENTS.** I recognize and accept the inherent risk before, during or after an Event, including the risk of contracting a communicable disease virus, bacteria or illness (including, e.g., COVID-19), the risk of physical injury or death, however caused, whether by players, by other people or by objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen or damaged property (collectively, "Risks"). I understand that precautions, including the protocols that will be implemented from time to time by the Browns ("Facility Protocols"), cannot eliminate the Risks and that these are Risks to both me and my Related Persons (defined as my heirs, assigns, executors, administrators, next of kin, Holders, guests, and other persons acting or purporting to act on my or their behalf).

**VOLUNTARY ASSUMPTION OF RISK.** I UNDERSTAND AND, ON BEHALF OF MYSELF AND MY RELATED PERSONS, KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS INCIDENT TO THE EVENT AND ITS RELATED EVENTS, INCLUDING MY ENTRY INTO, AND PRESENCE IN, THE FACILITY OR ITS ENVIRONS, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASEES (AS DEFINED BELOW), OR OTHER THIRD PARTIES. I ACCEPT PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT I OR ANY OF MY RELATED PERSONS MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.

I HEREBY RECOGNIZE AND ACKNOWLEDGE THAT TEAM ROSTERS AND PLAYER LINEUPS ARE SUBJECT TO CHANGE AT ANY TIME PRIOR TO, OR DURING, THE EVENT. I FURTHER ACKNOWLEDGE THAT MANAGEMENT (DEFINED BELOW) CAN MAKE NO REPRESENTATION, WARRANTY AND/OR GUARANTEE ARISING FROM OR RELATED TO THE PARTICIPATION OR PERFORMANCE OF ANY INDIVIDUAL PLAYER IN THE EVENT, AND MANAGEMENT HEREBY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IN ANY ADVERTISING OR PROMOTIONAL MATERIALS RELATED TO THE EVENT). I AGREE THAT MANAGEMENT SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ALLEGATION, CLAIM, DEMAND, PROCEEDING, OR ACTION ARISING FROM OR RELATED TO THE PARTICIPATION OR ATTENDANCE OF ANY INDIVIDUAL PLAYER, OR THE PERFORMANCE OF ANY PLAYER OR TEAM, IN THE EVENT, AND THAT NO REFUND WILL BE OWED HOLDER ON THE BASIS OF NON-PARTICIPATION OR NON-ATTENDANCE OF ANY

INDIVIDUAL PLAYER. BY USING A TICKET, THE HOLDER ACKNOWLEDGES THIS DISCLAIMER AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO THE ATTENDANCE OR PERFORMANCE OF SPECIFIC PLAYERS AT THE EVENT.

**RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE.** ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASEES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASEES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MY EXPOSURE TO A COMMUNICABLE DISEASE OR ILLNESS; (II) MY TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE IN OR AROUND THE FACILITY (INCLUDING PARKING AREAS, ENTRY GATES, AND ASSOCIATED LOCATIONS NEAR THE FIELD OF PLAY); (III) MY ATTENDANCE AT THE EVENT; AND (IV) ANY OF THE RISKS IDENTIFIED IN THE PRECEDING PARAGRAPHS OF THIS SECTION, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASEE OR OTHERWISE. **I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME AND MY RELATED PERSONS.**

**DEFINITION OF "RELEASEE":** (I) THE BROWNS, (II) NATIONAL FOOTBALL LEAGUE AND ITS AFFILIATES ("NFL"), THE MEMBERS OF THE NFL AND EACH OF THE NFL TEAMS OPERATED BY THEM, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL (COLLECTIVELY, TOGETHER WITH BOTH (I) AND (II), THE "NFL PARTIES"); (III) THE DIRECT AND INDIRECT OWNERS, LICENSEES, LESSEES, AND SUBLESSEES OF THE FACILITY; (IV) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING SERVICES AT THE FACILITY; (V) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE FACILITY (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (VI) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES, AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

**I understand that the RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE, given above, is a material inducement for my admission to and continued presence at the Facility and that the Browns, other NFL Parties, and the other Releasees are relying upon it; I further agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by any of the Browns, other NFL Parties, or other Releasees.**

**POLICIES.** Each Ticket is a revocable license that only grants entry into the Facility for the specified event (each, an "Event"), with no right of reentry. The Ticket may specify a seat or standing location for the designated Event, and I may be relocated to a different seat in the sole discretion of the Browns and its affiliates, the NFL, and/or the Facility (collectively, "Management"), and no such relocation shall entitle me to a refund or any other remedy if I am relocated to a seat of comparable face value. I agree that this license is subject to these Terms and the Facility Policies (defined below). If I behave in an unruly or disruptive manner, including, but not limited to, use of foul language, intoxication, physical or verbal abuse of other fans, Browns or Facility employees, game officials, players or coaches, or other violations of the Cleveland Browns Fan Code of Conduct, whether during, before or after an Event (including via telephone or in person), I may be asked to leave the Facility and may be subject to other consequences. I am responsible for any damage to the Facility caused by me except ordinary wear and tear. The Browns reserve the right to restrict entry to Season Ticket member events, including Browns games, in accordance with the Browns Fan Code of Conduct and NFL policy. I must comply with all the Browns' and Facility policies, including security policies, gate and bag policies, the Fan Code of Conduct, the NFL Bag Policy, and Prohibited Items policy, and other policies found on [www.clevelandbrowns.com](http://www.clevelandbrowns.com), including the Browns Privacy Policy (collectively, the "Facility Policies"), all of which are incorporated into these Terms and which may be updated from time to time. When seeking entry, I and my belongings may be searched or assessed and prohibited items may be confiscated. I consent to and waive all claims relating to such searches and assessments, and if I do not consent to them, Management has the right to deny admission or to eject me from the Event without refund.

Unauthorized entry into the field of play or other restricted areas, interfering with the progress of any game or event, attempting any physical contact with an event participant, and/or any other disorderly conduct deemed dangerous, inappropriate, or in violation of Facility Policies or any other relevant security policies is strictly prohibited. Violators will be removed from the stadium and subject to arrest and prosecution, forfeiture of Ticket privileges, and other penalties including up to a lifetime ban. Violators may also be subject to civil penalties and/or fines, as well as financial liability for any damages, costs or injuries incurred as a result of such unauthorized entry or interference. Such conduct constitutes a serious breach of Management's safety and security protocols, and violators assume any and all risks associated therewith, including the risk of personal injury (including death), and the risk of loss or damage to personal property.

Any collection, use and/or disclosure of my data in connection with my use of this Ticket license, attendance at the Event, or use of the websites, mobile applications, and other online or offline services of the NFL or the Browns, including without limitation use of Stadium Wi-Fi network, (the "Services"), are subject to (i) the Browns privacy policy located at <https://www.clevelandbrowns.com/about/privacy-policy> for Browns-related Events and (ii) the Huntington Bank Field privacy policy located at <https://huntingtonbankfield.com/privacy-policy/> for non-Browns Events, each of which provides greater detail on how my personal information may be used and how to exercise any rights I may have under applicable law. By using the Services, I understand that my data, including my personal information, will be used as described in the applicable Privacy Policy.

**REVOCAION.** Management reserves the right to, at any time: (i) deny or revoke a Season Ticket, Ticket, and therefore Event admission and (ii) ban from future NFL games and events any person who it determines, in its sole discretion, poses a risk to the health, safety or enjoyment of other attendees or whose conduct violates these Terms, without refund. If Management revokes my Season Ticket or Ticket because of account ownership disputes or without cause, my exclusive remedy is a refund of amounts paid for which no corresponding benefits have been provided as determined by the Browns. **If Management revokes a Season Ticket or a Ticket for cause, due to default, I am not entitled to a refund. Default includes (1) failing to make timely payment, and (2) violating any other provision of these Terms or any Facility Policies or Browns or NFL policies, including those referenced above, which may**

be amended from time-to-time. I agree that demand for Season Tickets and Tickets is variable, and may depend on the Browns' performance, scheduling, and other factors. I agree it is impossible to determine, at the time I agree to these Terms, the damage and loss the Browns would incur if I default. Therefore, without limiting any of the Browns' rights, if I do not pay the Browns by the due date and do not cure such nonpayment within ten (10) days of written notice or within thirty (30) days without notice, or if a Season Ticket or Ticket is revoked due to other default, the Browns reserve the right, in its discretion, to (a) cancel any unissued tickets, (b) deactivate any tickets issued to future Events, (c) retain all sums paid, and/or (d) be entitled to receive payment in full. My default may impact the rights and benefits I receive under my PSL Agreement, if applicable, and shall entitle Management to pursue all legal remedies available. The Browns have no duty to mitigate damages incurred due to my default. The Browns may delay enforcing or not enforce any of its rights under this Agreement without losing or waiving any of them.

**PAYMENTS.** If my payment is reversed, disputed or otherwise not credited to the Browns, to the extent permitted by law and without limiting any other rights or remedies available to the Browns, I will be personally responsible for such payment and for any collection costs and attorneys' fees incurred by the Browns. All sales are final, and no refunds of payments or deposits, or exchanges, will be made except as provided for herein or in the Browns' sole discretion. Management is not responsible for lost, stolen, destroyed, duplicated, or counterfeit tickets and may refuse to honor such tickets.

**RESCHEDULED, UNAVAILABLE, SUSPENDED AND FUTURE EVENTS.** The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle me to a refund or other remedy at law or in equity if I cannot attend or for any other reason. **Please also be aware certain games are scheduled during the NFL's flexible scheduling window and the date and time of those games may change from what is originally reflected on the schedule and what may appear on the ticket. For more information about NFL flexible scheduling procedures, visit <https://www.nfl.com/schedules/flexible-scheduling-procedures>.** In the event that I have fully paid for a Season Ticket and a Full Season is not played at the Stadium during the season as originally scheduled, whether because of a labor dispute, strike, Act of God, or any other reason, the Browns will either (1) reduce the total amount due for the Season Ticket by the Ticket cost of the game(s) not played at the Stadium as originally scheduled, as determined by the Browns and variable by game (the "Unplayed Game Value"); (2) issue a credit to my membership account for the Unplayed Game Value; or (3) at my written request to the following address, issue a refund in the amount of the Unplayed Game Value: The Membership Services Department, Attn: Unplayed Game Refunds, 76 Lou Groza Blvd., Berea, OH 44017. For all other Tickets purchased, my sole and exclusive remedy if an Event is cancelled and not replayed or rescheduled, or is otherwise unavailable to me for any reason other than my default, is a refund of up to the face value of the Ticket as set by Management (the "Face Value"). **Nothing herein, including without limitation the Browns' issuance of Tickets, shall operate as or constitute any representation, warranty, covenant or guarantee by the Management that any number of games shall be open to the public, played at the Stadium or other Facility, or played before a full capacity audience, and no Releasee shall have any liability whatsoever with respect to any unplayed or unavailable games or unavailable Events other than as expressly set forth in these Terms.** Nothing in a Ticket, a Season Ticket, a Payment Plan, an Invoice, or these Terms grants a right to postseason games, future games, events, or anything other than the Event(s) included in the Season Ticket or indicated on a Ticket I have purchased and paid for, subject to the remainder of these Terms.

**IF THE EVENT COMMENCES AT ITS SCHEDULED DATE AND TIME BUT IS DELAYED OR POSTPONED AT ANY POINT PRIOR TO ITS CONCLUSION FOR ANY REASON (HEREINAFTER A "SUSPENDED EVENT"), I RECOGNIZE AND ACKNOWLEDGE THAT THIS LICENSE DOES NOT GRANT RE-ENTRY FOR THE REMAINDER OF THE EVENT ONCE IT RECOMMENCES; AND THAT MANAGEMENT, IN ITS SOLE DISCRETION, WILL BE ENTITLED TO DETERMINE WHETHER THIS TICKET WILL PERMIT ENTRY TO THE SUSPENDED EVENT AT THE DATE AND TIME FOR WHICH IT IS RESCHEDULED OR AT WHICH PLAY RESUMES, OR WHETHER ANY REFUNDS SHALL BE ISSUED FOR THE SUSPENDED EVENT TICKET.**

**LIMITATION OF LIABILITY. IN NO EVENT SHALL RELEASEES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF EITHER THE UNPLAYED GAME VALUE FOR A SEASON TICKET OR FACE VALUE FOR A TICKET. FURTHER, MANAGEMENT'S LIABILITY FOR ANY BREACH OF THESE TERMS (WHICH INCLUDE THE FACILITY POLICIES) SHALL NOT EXCEED THE UNPLAYED GAME VALUE OR FACE VALUE.**

**RESTRICTIONS.** I agree not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the Event or its related events (collectively, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or its related events (the "Works"); or (3) livestreams of any portion of the Event or its related events (the "Livestreams"). Tickets are not redeemable for cash and may not be used for any commercial or trade purposes (e.g., resale for non-personal, business use; advertising; promotions; contests; sweepstakes; giveaways; gambling or gaming activities) without the express written consent of the Browns and/or the NFL. Use of Ticket(s) in violation of any law, including the unlawful resale or unlawful attempted resale of this ticket, is prohibited and will result in seizure, revocation and/or forfeiture of the Ticket license and/or Season Ticket without refund or compensation.

**USE OF IMAGE.** I understand and agree that by using a Ticket to enter the Facility, I grant irrevocable permission to the Browns and the NFL (and their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, partners, and agents) to use, publish, distribute, edit, modify and/or alter my image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Event for any purpose without further authorization or compensation, and waive all claims and potential claims relating to such use unless prohibited by law. To the extent I have any rights associated with the Works, the Livestreams, and/or Descriptive Data, I grant the Browns and NFL (and their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, partners, and agents) an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all such rights, to the extent permitted by law.

**ACCOUNT OWNERSHIP AND TRANSFER.** Membership accounts, account numbers, Payment Plans, and a Season Ticket are not transferable except as permitted by the Browns or in my PSL Agreement, if applicable. The member name under which an account has been established may not be changed (unless required by law or otherwise permitted by the Browns), with the following exceptions: legal name change, change in marital status, change in business name, or sale of business. The accountholder is responsible for providing the Browns with up-to-date contact information; the failure to provide up-to-date contact information may affect my rights and benefits outlined herein. All requests for account information changes must be submitted in writing. Only one (1) individual or entity shall be listed as the accountholder on the account.

**PSL AGREEMENT.** Except with respect to the Arbitration Agreement, if any terms and conditions contained herein conflict with my PSL Agreement, the terms and conditions in the PSL Agreement shall prevail.

**COMMUNICATIONS.** I authorize you and your affiliates, agents, and service providers (collectively, “Messaging Parties”) to contact me using automatic dialing systems, artificial or prerecorded voice messages, texts, email, or similar methods to provide you with information about these Terms, including information about payments and Events. I authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless numbers) or email addresses I supply to the Messaging Parties, even if I am charged for the contact by my service provider. I expressly authorize the Messaging Parties to monitor and record my calls. To withdraw this authorization, contact the Browns at (440) 891-5050, or Cleveland Browns, Attn: Marketing Opt-Outs, 76 Lou Groza Blvd., Berea, OH 44017.

**INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“Arbitration Agreement”).** The Browns and I hereby agree to resolve any and all claims, controversies and disputes, except for claims filed in a small claims court that proceed on an individual, confidential, non-representative basis, including, but not limited to those relating in any way to any these Terms and/or any Tickets, memberships, Season Tickets, payment plans (including, without limitation, the Auto-Renewing Season Ticket Payment Plan if applicable), Invoices, games, Events, marketing efforts, promotions, or any of our dealings with one another during any current or future season (individually and collectively, the “Claims”), through BINDING INDIVIDUAL, CONFIDENTIAL, ARBITRATION. Either party to this Agreement may also remove a case filed in Arbitration to a small claims court with jurisdiction, at their individual discretion. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Class Action Waiver paragraph below, must be determined by the court and not the arbitrator. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and not by state law.

**CLASS ACTION AND COLLECTIVE ARBITRATION WAIVER:** If I do not reject this Arbitration Agreement, I understand that I am agreeing to RESOLVE ANY AND ALL OF MY CLAIMS, CONTROVERSIES, AND DISPUTES THROUGH ARBITRATION AND ON A BINDING INDIVIDUAL BASIS. I ALSO AGREE NOT TO PARTICIPATE IN ANY CLASS ACTION LITIGATION, PRIVATE ATTORNEY GENERAL ACTION OR A CLASS, JOINT, CONSOLIDATED OR COLLECTIVE LEGAL PROCEEDING (INCLUDING ARBITRATION) OF ANY KIND, OR ANY PROCEEDING SIMILAR TO THE PROCEEDINGS LISTED ABOVE. The Browns and I hereby agree that a dispute will be deemed to be Collective Arbitration if two or more similar demands for arbitration are filed on behalf on myself and another claimant and my counsel represents the other claimant(s) and coordinates activities across the arbitrations. The Browns and I also understand that other customary rights that the Browns and I would otherwise have will not be available or will be more limited in arbitration, including the right to appeal. The Browns and I also agree that the arbitrator(s) may not consolidate the claims of multiple parties, nor bill, process, or manage the claims of multiple parties in a joint or consolidated manner.

**HOW ARBITRATION WORKS:** The American Arbitration Association (“AAA”) pursuant to the applicable AAA rules shall administer Arbitrations in effect at the time the arbitration is initiated. Disputes arising out of or relating to the validity, enforceability, interpretation and/or scope of this Arbitration Agreement, shall be decided by the arbitrator. I may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting [www.adr.org](http://www.adr.org). If AAA is unable or unwilling to arbitrate a dispute, or if either party objects to arbitration before AAA, then the dispute may be referred to any other arbitration organization or arbitrator that both parties agree upon in writing or that is appointed pursuant to section 5 of the FAA. In the event of any conflict or inconsistency between this Arbitration Agreement and the applicable rules of any arbitral organization, the terms and conditions of this Arbitration Agreement shall control.

Any and all arbitrations shall take place in Cleveland, Ohio, regardless of where I reside or from where the Ticket with which I seek admission was purchased. The arbitrator shall be authorized to award any relief that would have been available in the courts of the State of Ohio, provided that the available relief and the arbitrator’s authority is limited to the Browns and me alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect. The arbitrator’s decision shall be final and binding. The Browns and I agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to those I permit to use my tickets and relevant Browns employees, affiliated companies and vendors.

The Browns will be responsible for paying all arbitration fees, other than the lower amount of filing fees I would have incurred in either a state or federal court in Cleveland, Ohio, as applicable. Notwithstanding any other provision herein, the Browns and I may each seek relief in a small claims court for disputes within its jurisdiction, and either party may remove a dispute brought in arbitration to small claims court. In addition, the Browns and I each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Arbitration Agreement, if the class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of any Season Ticket, Payment Plan, and any related agreement, my fulfillment or default of my obligations under any Season Ticket, Payment Plan or any related agreement, and/or my or the Browns’ bankruptcy or insolvency (to the extent permitted by applicable law).

I HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT I MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW. If I do not wish to be bound by this Arbitration Agreement, I must notify the Browns in writing within sixty (60) days after the date I agree to these Terms. I must send my request to Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017, Attn: Membership Services Department. The request must include my full name, address, account number, and the statement “I reject the Arbitration Agreement contained in the Ticket Terms.” If I exercise my right to reject arbitration, the other terms of the Ticket Terms shall remain in full force and effect as if I had not rejected arbitration.

**MISCELLANEOUS.** Except as set forth in the Arbitration Agreement, these Terms are governed by Ohio law applicable to agreements made and performed entirely in Ohio, without regard to conflicts of laws. To the fullest extent permitted by law, the Browns reserve the right to modify the pricing and/or seat locations of Tickets, a Season Ticket, ticketback terms, Facility Policies, and these Terms in its sole discretion and for any lawful reason and subject to my PSL Agreement, if applicable. Notwithstanding anything to the contrary herein, the Browns reserve all rights under all other applicable law. Except as set forth in

the Arbitration Agreement, if any provision of these Terms is invalid or unenforceable, such provision will be amended to the minimum extent necessary to make such provision enforceable, and the remainder of the Terms will not be affected.

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## **Section 2: Season Ticket Provisions**

*This Section applies to the Season Ticket purchases only.*

**INVOICE; NOTICES.** When I purchase a Season Ticket under a Payment Plan, the Browns will provide an Invoice specifying the estimated dates and amounts of the payments that are due under the Payment Plan. The Browns send notices via email at the email address I provide the Browns, or via the Browns website. I agree to promptly notify the Browns of any updated email address that should be used to contact me.

**PRICE INCREASES.** The Browns set Season Ticket prices annually. The scheduled payment dates and amounts in the initial Invoice are based on the prior Season Ticket prices, which may increase. If prices increase, the Browns will provide a revised schedule of payment dates and amounts and provide an opportunity to cancel my purchase of Season Tickets. If I cancel my purchase within thirty (30) days of the date that the revised schedule of payments is made available to me, I will receive a refund of payments I made under the Payment Plan. If I do not opt-out by the applicable deadline, I agree to the change in Season Ticket pricing and to making the payments specified in the revised schedule of payment dates and amounts.

**AVAILABILITY:** The Browns make Payment Plans available at our sole discretion and may change or modify the Payment Plans offered any time. If I am not enrolled in an Auto-Renewing Payment Plan, the Payment Plan options available to me may be limited. Failure to pay for my Season Ticket may influence my rights and benefits under my PSL Agreement, if applicable, and my ability to retain or purchase a Season Ticket for subsequent Browns games.

**AUTO-RENEWING SEASON TICKET PAYMENT PLAN:** *This paragraph applies to Auto-Renewing Season Ticket Payment Plans. I am under no obligation to enroll in an Auto-Renewing Season Ticket Payment Plan and may instead choose to pay for my Season Ticket another way.* If I chose to pay for my Season Ticket via an Auto-Renewing Season Ticket Payment Plan, the Browns, at its discretion, will **automatically renew** my purchase of Season Tickets and participation in the Payment Plan. The Browns set the renewal terms and conditions, including, at its discretion, at higher prices. I understand that enrollment in the Auto-Renewing Payment Plan does not constitute a guaranty that the Browns will offer me the opportunity to purchase a Season Ticket for any given season. At the Browns' discretion, the Browns will send an Invoice for the next season specifying the estimated dates and amounts of the payments that will be due under the Payment Plan. If I do not wish to purchase a Season Ticket, I may cancel any time before the first payment is due by calling the Browns at (440) 891-5050. If the Browns increase Season Ticket pricing, I may cancel my purchase within thirty (30) days of the date that the revised schedule of payments is made available to me (the "Opt-Out Window"). If I do not cancel the Auto-Renewing Plan or my purchase of Season Tickets before the end of the Opt-Out Window, I agree to purchase my Season Ticket by making the payments specified in the Invoice as it may be revised. An Auto-Renewing Payment Plan may not be available to me if I have twice opt-outed of an Auto-Renewing Payment Plan and instead I will be obligated to pay for my Season Tickets another way. All Season Ticket renewals are subject to these Terms until or unless new Terms are issued. If these Terms conflict with the new Terms, the new Terms control.

## **Payment Authorization**

**AUTO-RENEWING PAYMENT AUTHORIZATION:** *This paragraph applies only if I am enrolled in an Auto-Renewing Season Ticket Payment Plan. I am under no obligation to enroll in an Auto-Renewing Season Ticket Payment Plan and may instead choose to pay for my Season Ticket another way.* I authorize the Browns to charge the payment card account and any subsequent payment card account ("Card") I provide to the Browns for (i) the Payment Plan payments in the amounts and on or after the dates specified in the Invoice for this year's Season Ticket Payment Plan, as it may be amended; (ii) the Ticket cost for postseason games played by the Browns at the Stadium (the "Playoff Ticket Cost") in the amounts, and on or after the dates, communicated to me by the Browns (unless I opt-out of purchasing such postseason tickets by contacting the Browns at (440) 891-5050); and (iii) **for future years**, (a) the Season Ticket Payment Plan payments in the amounts on or after the dates specified in the Invoice for such future years, as it may be amended, unless I opt-out of the Auto-Renewing Plan for such future years pursuant to these Terms and (b) the Playoff Ticket Cost for such future years, unless I opt-out of such playoff tickets pursuant to these Terms. I authorize the Browns to correct an error in processing a charge by initiating a credit or debit to the Card. If a required payment is reduced by a credit, I authorize the Browns to charge the Card such reduced amount. I authorize the Browns to reinitiate any charge that is rejected two or more times, as permitted by network rules. I acknowledge that the Browns are not obligated to reinitiate any charge that is rejected and may terminate the Payment Plan in accordance with these Terms if a charge is rejected. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. I agree to update my Card information if it changes and can ask questions by contacting the Browns at (440) 891-5050. I represent and warrant that I am the owner or authorized user of the Card. **I may cancel this Payment Authorization at any time by contacting the Browns (within such time as to allow the Browns a reasonable amount of time to process and act on my request).** Canceling this Payment Authorization will not affect my obligation to pay for the Tickets.

**PAYMENT AUTHORIZATION FOR ANYONE NOT ENROLLED IN AN AUTO-RENEWING PAYMENT PLAN:** *This paragraph applies only if I am NOT enrolled in an Auto-Renewing Payment Plan.* I authorize the Browns to charge the payment card account and any subsequent payment card account ("Card") I provide to the Browns for (i) the Payment Plan payments in the amounts and on or after the dates specified in the Invoice for this year's Season Ticket Payment Plan, as it may be amended; and (ii) the Ticket cost for postseason games played by the Browns at the Stadium in the amounts, and on or after the dates, communicated to me by the Browns (unless I opt-out of purchasing such postseason tickets by contacting the Browns at (440) 891-5050). I authorize the Browns to correct an error in processing a charge by initiating a credit or debit to the Card. If a required payment is reduced by a credit, I authorize the Browns to charge the Card such reduced amount. I authorize the Browns to reinitiate any charge that is rejected two or more times, as permitted by network rules. I acknowledge that the Browns are not obligated to reinitiate any charge that is rejected and may terminate the Payment Plan in accordance with these Terms if a charge is rejected. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. I agree to update my Card information if it changes and can ask questions by contacting the Browns at (440) 891-5050. I represent and warrant that I am the owner or authorized user of the Card. **I may cancel this**

**Payment Authorization at any time by contacting the Browns (within such time as to allow the Browns a reasonable amount of time to process and act on my request).** Canceling this Payment Authorization will not affect my obligation to pay for the Tickets.

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Print or download these Terms for future reference.