

## Terms and Conditions

Updated: February 7, 2022

Welcome to SportsNet Inc. ("SportsNet"). Please read these Terms and Conditions ("Terms") carefully, as they are a binding agreement between You and SportsNet regarding your use of our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms:

**Account** means a unique account created for You to access our Service or parts of our Service.

**Application** refers to a set of features made available through our Service.

**Athlete Management** refers to our proprietary Application designed to assist schools with the management of athlete clearance and eligibility.

**Coach Management** refers to our propriety Application designed to assist schools and school districts with the management of athletic department staffing and coach clearance.

**Customers** refer to schools and school districts with paid Subscriptions to our Service.

**Device** means any device that can access the Service (such as a computer, cell phone or digital tablet).

**Free Trial** refers to access to the Service for a limited period without a paid Subscription.

**Service** refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

**SportsNet** (referred to as "SportsNet", "We", "Us" or "Our") refers to SportsNet Inc., 200 Industrial Road, Suite 155, San Carlos, CA 94070.

**Student Data** refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

**Subscriptions** refer to access to the Service on a subscription basis to schools and school districts.

**You** means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Acknowledgment**

By accessing or using the Service, You agree to be bound by these Terms. If you disagree with any part of these Terms, You may not access the Service.

Your use of the Service is also conditioned on Your acceptance of and compliance with Our [Privacy Policy](#). Please read Our [Privacy Policy](#) carefully before using Our Service.

## **Subscriptions**

### **Subscription Period**

Schools and school districts (“Customers”) wishing to use Our Service will be able to do so under an annual Subscription agreement. SportsNet will provide a quote for the Service prior to the beginning of each Subscription period, and the quote will indicate the start date and end date of the 12-month Subscription period.

### **Subscription Options**

Your Subscription will include access to one or more of our proprietary Applications. For example, You may subscribe to Athlete Management, Coach Management, or both. The options you select will be presented as line items on the quote You receive.

### **Pricing**

Pricing will be made available on the quote provided to You prior to the beginning of each Subscription period.

### **Free Trial**

SportsNet may allow new Customers to access the Service prior to the beginning of their first Subscription year. This is done to enable schools and districts to use the Service to collect information required for athletic participation in the upcoming school year.

### **Billing**

SportsNet will provide an invoice upon acceptance of the quote. Purchase orders should be emailed to [sales@sportsnetin.com](mailto:sales@sportsnetin.com).

### **Cancellations**

SportsNet does not provide refunds for Subscription fees already paid for Your current Subscription period. If you do not wish to renew your Subscription, You will be able to access the Service until the end of Your current Subscription period (see “Termination” section below).

## **Other Fees**

An optional feature of our Athlete Management Application enables schools to request, collect and track donations made in support of its athletic program. We use [Stripe](#) to facilitate secure online payments and route funds directly into school and/or affiliated nonprofit organization bank accounts. To begin accepting online donations, your school or booster organization will need to provide information to Stripe to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS). Please carefully read our [Privacy Policy](#) and the [Stripe Privacy Policy](#) before creating a Stripe account and onboarding it to our platform.

We collect a 2% application fee per successful charge. This fee is non-refundable, even if the original charge is refunded. Stripe also collects a non-refundable processing fee for each successful charge. Please refer to Stripe's [website](#) for current pricing.

Schools are responsible for handling all refund requests and disputes related to payment made into their Stripe accounts.

## **Accounts**

### **Age Requirement**

User Accounts may not be created for individuals under the age of 18. Students under the age of 18 may be asked to acknowledge specific policies during the online registration process, but they may only do so in the presence of a parent or legal guardian who has signed into the Service using a Parent/Guardian Account (see the "Parent/Guardian Accounts" section below).

### **Account Security**

You are responsible for maintaining the confidentiality of your Account and password, including but not limited to the restriction of access to your Device and/or Account. You agree to accept responsibility for all activities and actions that occur under your Account and/or password. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

### **Administrative Accounts**

User Accounts with administrative access can control the visibility of information and access to features within our Service for other users within the same school and/or district. SportsNet provides documentation, training and ongoing support for users with administrative access.

### **Parent/Guardian Accounts**

Parent/Guardian Accounts are created via self-registration. If you wish to create a parent/guardian Account, you guarantee the following:

- You are above the age of 18.
- You are a legal parent/guardian of a student at a school using Our Service to manage athletic clearance, OR you are a student who is above the age of 18 and are legally allowed to register yourself for sports at Your school.
- You will use the site only to provide information regarding students for whom You are legally responsible.
- The information you provide when using the Service is accurate, complete, and current at all times.

We reserve the right to refuse service or terminate accounts at our sole discretion.

## **Student Data**

"Student Data" is any information that is directly related to any identifiable current or former student that is maintained by a school or school district. This may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

ALL STUDENT DATA ENTERED AND STORED ON OUR SERVERS REMAINS THE EXCLUSIVE PROPERTY OF THE SCHOOL AND/OR DISTRICT USING OUR SERVICE (OUR CUSTOMERS).

### **Our Use of Student Data**

Schools and districts subscribing to our Athlete Management Application will enter Student Data into our servers for the purpose of managing athlete clearance and eligibility. Parents and legal guardians may also use the Service to enter Student Data, which in turn is used by the school for administrative purposes. Our Athlete Management Application provides schools and districts with features and functionality designed to make athlete clearance and eligibility management easier.

SPORTSNET DOES NOT USE STUDENT DATA FOR ANY PURPOSE OTHER THAN PROVIDING THE SERVICE. WE DO NOT VIEW OR OTHERWISE ACCESS STUDENT DATA WITHOUT THE CONSENT OF THE APPLICABLE SCHOOL AND/OR DISTRICT, AND ACCESS IS RESTRICTED TO ONLY THAT WHICH IS NECESSARY TO PROVIDE TECHNICAL SUPPORT. WE DO NOT SHARE STUDENT DATA WITH EXCEPT AS DESCRIBED IN OUR [PRIVACY POLICY](#), AND WE DO NOT DATA-MINE OR COMMERCIALIZE ANY STUDENT DATA. ALL STUDENT DATA IS REMOVED FROM OUR SERVERS UPON TERMINATION OF THE APPLICABLE SUBSCRIPTION OR FREE TRIAL PERIOD (SEE "TERMINATION" SECTION BELOW).

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of SportsNet Inc. and its licensors. The Service is protected by copyright, trademark,

and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsNet Inc.

## **Termination**

SportsNet may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

Schools and districts with an active Subscription or Free Trial may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

We will ensure that all Student Data in our possession is destroyed or transferred to the school or district under the direction of the school or district when the Student Data is no longer needed for its specified purpose, at the request of the school or district.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

SportsNet shall defend, indemnify and hold Customers and their officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SportsNet, its officials, agents, or employees.

Customers shall defend, indemnify and hold SportsNet, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officials, agents, or employees.

**Disclaimer**

We provide Our Service using a commercially reasonable level of care and promise to do Our best to make sure you enjoy the Service. But there are certain things we don't promise about Our Service.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, SPORTSNET INC. MAKES NO SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE, THE SPECIFIC FUNCTION OF THE SERVICE, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

**Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

**Governing Law**

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

**Changes to These Terms**

We may need to change these Terms to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to these Terms take effect, You agree to be bound by the updated Terms.

**Contact Us**

If you have any questions about these Terms, please contact us at [support@sportsnetinc.com](mailto:support@sportsnetinc.com).