

## **ProHockeyIQ Terms and Conditions**

This is a binding legal agreement (“Agreement”) between you (“You/r” or “User” or “Member”) and ProHockeyIQ, Inc., a Delaware Corporation and Registered in the U.S. Patent and Trademark Office (“ProHockeyIQ,” “us,” “we” or “our”) that may be contacted at 927 Fairway Drive, Vienna, VA 22182 USA. Member and ProHockeyIQ are referred to herein, each, when separately, as a “Party,” or when collectively, as the “Parties.”

By using the ProHockeyIQ U.S. web site, either [www.prohockeyiq.com](http://www.prohockeyiq.com) (“Site”) and/or any other web site ProHockeyIQ owns and operates and/or using any of the Services accessible through the Site or otherwise (“Services”). You agree to be bound by this Agreement whether or not You ultimately register as a Member of ProHockeyIQ (“Member”). If You do not agree to be bound by this Agreement, You are not permitted to use the Site or our website Services.

The ProHockeyIQ Services include the following, without limitation: Services for Hockey Club Member, Services for Player Member, Services for Coach Member, and Services for any other User of the Site. ProHockeyIQ may offer additional Services or revise any of the Services at its sole discretion and also reserves the right to cease offering any Services or its Site.

### **Acceptance of Terms and Conditions**

This Agreement is an electronic contract that details the legally binding terms of Your use of the Site and Your membership in the Services. By accessing the Site or becoming a Member, You accept, agree, and consent to all of the terms of this Agreement. By checking the box stating that You have read and accepted the entirety of this Agreement, it will serve as Your legally binding electronic signature.

### **Modification of Terms of Use**

This Agreement may be modified by ProHockeyIQ at any time and at the sole discretion of ProHockeyIQ. Any modification shall be effective once posted to the Site and accepted by the User. You agree to be bound to any changes to this Agreement when You accept the changes before You continue to use the Services or the Site. If You decline the changes, You may not access the Services or to the Site. You are only authorized to use the Services if You agree to abide by all applicable laws and to this Agreement.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING USE OF THE SITE AND OUR SERVICES, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW ANY DISPUTES SHALL BE RESOLVED.**

### **1. ELIGIBILITY**

By registering as a Member on the Site, You represent to us that You are either (a) a professional hockey player, a graduating elite level junior, and/or an NCAA/CIS collegiate athlete; (b) a professional hockey team; or (c) a hockey coach or other staff type for a hockey club. However,

if You are a NCAA/CIS collegiate athlete, You are required to obey the applicable rules and bylaws with regard to meeting their definitions of amateurism. If You are an NCAA/CIS collegiate athlete, You are not eligible to make full use of our Services until Your eligibility as a NCAA/CIS collegiate athlete is completed. You assume all risk of using our Services before Your NCAA/CIS eligibility is over, as You may be subject to a forfeiture of Your hockey player eligibility under the NCAA/CIS bylaws and may no longer be eligible to participate in the NCAA/CIS. We are not responsible and will not assume any liability if Your use of our Services ultimately results in Your forfeiture of some or all of Your hockey player eligibility under the NCAA/CIS bylaws or governing rules. If You are an NCAA/CIS collegiate athlete, You are allowed to sign up as a Member; however, You will not be able to use the Services in their entirety all until Your NCAA/CIS eligibility is concluded.

## **2. FEES AND TERMS OF PAYMENT**

Access and use of our Services are provided strictly on a free or pre-paid subscription basis. We shall bill You for your specified membership fee (“Membership Fee”) for access and use of the Services in conjunction with our standard of pricing that is detailed on our Site. You agree to pay the price in full specific to Your level of membership during the checkout process before we are obligated to provide You with that level of access to our Site and its Services. Failure to timely pay the Membership Fees shall result in default and shall constitute a material breach of the terms of this Agreement.

There shall be no cancellations, partial or full refunds, or any other form of returns of Your payment once received, as all purchases shall be deemed final. All orders placed on the Site will be processed when You complete the checkout process. Any default in payment entitles us to immediately suspend access to Your account until payment is received and/or entitles us to terminate this Agreement and delete Your Profile Information.

We may at any time, upon notice required by applicable law, change the pricing of our Membership Fee(s) or institute changes or impose or eliminate additional fees. The application of these changes shall be implemented during membership renewal terms and to all new Members after the effective date of change.

Membership to our basic service is free, in which You can register and complete Your profile as a Player Member, create a profile as a Hockey Club Member, create a player slot as a Hockey Club Member, or create a profile as a Coach Member.

There are other options included in this service depending on membership type that are allowable to You if you pay for these services, such as: (a) searching and contacting teams; (b) creating a job listing as a non-Hockey Club Member; or (c) creating a coach listing as a non-ProHockeyIQ Member. These services are available at thirty (30) day, ninety (90) day, three-hundred and sixty-five (365) day term increments, and per coach or job listing. Once the term of Service You purchased has ended, You will no longer be able to have access to those Services unless You purchase a new term.

We may also offer other promotional offerings from time to time, and if You become a Member by using a promotion code, the promotional price is effective for the term stated on the

promotional code. After the promotional term has expired, the Membership Fee then in effect shall apply.

You may cancel Your Member Services subscription at any time during the term of such membership. Such cancellation of Member Services shall be in writing and You will not receive a refund for any unused or forfeited term of such membership.

### **3. GRANT OF LIMITED USE OF SITE AND SERVICES**

In consideration of the obligations created by these Terms and Conditions, we hereby grant to You a personal, revocable, non-exclusive, non-assignable, non-transferable license for the limited duration of the Agreement term to use the Site and Services, provided however that such Site and Services are used solely and strictly for Your own personal use.

You are solely responsible for, and assume all liability regarding the accuracy and truthfulness of all information and content You provide, publish, post, transmit, communicate, or otherwise make or fail to make available through the Site and Services (“Content”). You are also responsible for, and assume all liability regarding Your interactions with any other users through our Site and Services. You assume all risk when using the Site and Services, including but not limited to, all of the risks and consequences associated with any online or offline interactions by and between any other persons or entities. You are prohibited from harassing, threatening, or using any other words or conduct deemed harmful in any online or offline interactions between any other persons or entities. Any reports of misuse of communication between you and any other person or entity will result in a cancellation of your membership.

You are expressly prohibited from actions undertaken to modify, reproduce, display, publicly perform, republish, sell, dispute, or use our Site and Services in any way for any public or commercial purpose not expressly provided for under this Agreement. You shall not use any automatic or manual processes to monitor or copy the Site and any of its content, nor may You use any monitoring software to extract information about usage or any users, including Your own. You shall not provide, distribute, share, offer, replicate, or produce the contact information of any other Member to any individual whether in writing or verbally or by any electronic means.

You are bound to use this Site and Services for their intended purpose and not for any other uses or purposes.

### **4. REPRESENTATIONS AND WARRANTIES**

By providing any Content on the Site, You represent and warrant that:

- i. You have the lawful right to reproduce and distribute such Content.
- ii. Any and all Content provided by You is true, accurate, and complete, and that You shall notify us promptly of any changes to such Content, including but not limited to a copy of an authentic and valid government issued identification card, such as a Driver’s License, or national identity number card, or the equivalent.

- iii. The publishing, posting, uploading, or transmission by any means of the Content shall not constitute a criminal offense, violate the rights of any party or violate any local, state, national, or international laws.
- iv. The Content that You submit is not unlawful, threatening, harmful, abusive, vulgar, harassing, obscene, defamatory, indecent, libelous, tortious, hateful, or invasive of another person's rights and privacy, as well as not racially, ethnically, lifestyle-wise, or otherwise objectionable.
- v. You shall not knowingly infringe on the intellectual property rights or other statutory rights of any third party by any of the Content You submit.
- vi. You shall not impersonate or misrepresent any other person or entity or use a false name or a name that You are not authorized to use.

We reserve the right to decline any application from You to register as a Member at our sole discretion, and to suspend or terminate Your use of the Services for any failure or perceived failure of any of the aforementioned representations and warranties. We are not liable or responsible for any Content provided by You or other Members. We reserve the right at all times to determine whether Content provided by You is appropriate and in compliance with this Agreement, and we may modify or remove Content at any time, without prior notice and at our sole discretion, if we find or determine that the Content is in non-compliance with any of this Agreement. In the event We remove Your Content, You understand and accept that You will not receive a refund of any payment associated to the removed Content.

## **5. INTELLECTUAL PROPERTY RIGHTS**

ProHockeyIQ or our affiliates and licensors own and retain all rights, titles and interests in the Site and Services, including but not limited to, its own content, original works fixed in tangible medium of expression, trademarks, service marks, trade names, trade secrets, inventions, conceptions, ideas, text, graphics, logos, images, gifs, domain names, gTLDs, data compilations, and any other intellectual property rights related to the use and access of the Site and/or Services, and shall be the sole property of ProHockeyIQ, our affiliates, our partners or our licensors. All Rights are Reserved under United States of America and/or international copyright laws.

Our information and data on our Site or in our Services may not be used, reproduced, duplicated, copied, sold, resold, or modified, in full or in part, for any purpose, without the express written permission of ProHockeyIQ.

## **6. CONSENT TO USE OF IMAGE AND PUBLICITY**

Member hereby consents to any and all uses and displays, by ProHockeyIQ and its designees and representatives, of the Member's rights of publicity, name, voice, likeness, image, appearance and biographical or statistical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, social media, television programs and advertising, other advertising, sales and marketing, brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of use of our Site and/or Services, for all legitimate business purposes of ProHockeyIQ ("Permitted Uses"). Member hereby forever releases and holds harmless ProHockeyIQ and its directors, officers, employees, representatives, and designees from any and all claims, actions, damages, losses, costs, expenses, and liability of

any kind, arising under any legal or equitable theory at any time during or after the period of use of our Site and/or Services in connection with any Permitted Use.

## **7. DISCLAIMERS AND EXCLUSIONS**

The Site and/or Services provided under this Agreement are provided on “AS IS” and “WHERE IS” bases. Any express or implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed in their entirety. In no event shall ProHockeyIQ or any of its designees or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use; data or profits; or business interruption) however caused and under any theory of liability, whether in contract, strict liability, equity or tort (including negligence or otherwise) arising in any way out of the use of our Site and/or Services, even if advised of the possibility of such damage.

You agree that by using the Services, we are not guaranteeing, warranting, or implying that using our Site and/or Services will lead to a contract between a Player Member and a Hockey Club Member or a Coach and a Hockey Club Member. We will not be able to provide “matches” to every Member who seeks to use these Services, thus You agree that ProHockeyIQ makes no guarantees, express or implied, regarding to number or frequency of matches through our Services, as well as being contacted by a professional team. You agree that we shall not be liable if You lose Your NCAA/CIS eligibility by using or not using our Site and/or Services before You are eligible to do so under the controlling NCAA/CIS bylaws.

## **8. HOLD HARMLESS PROVISIONS**

You agree to hold ProHockeyIQ, its subsidiaries, and affiliates, and its and any and all of their officers, designees, partners, representatives, and employees, harmless, without limitation, against any claims, proceedings, actions, costs, damages, expenses, liability, losses, and demands, including reasonable legal expenses, made by any third party due to or arising out of Your breach of or failure to comply with this Agreement, including any breach of Your representations and warranties contained herein, any Content You provide while using the Services and/or the Site, and the violation of any laws or regulations by You.

## **9. GOVERNING LAW**

This Agreement shall be interpreted, construed, and governed by the laws of the State of Delaware, USA, without reference to its laws relating to conflicts of law and not including the provisions regarding the international sale of goods.

## **10. DISPUTE RESOLUTION**

In the event that a dispute arises between any Member(s) and ProHockeyIQ concerning our Site and/or Services (“Dispute”), representatives of the Parties shall promptly meet within the boundaries of Washington, DC, unless otherwise agreed by the Parties, as soon as reasonably possible, but not later than 45 days after the sending of a written notice of a Dispute and the

Parties shall engage in good faith negotiations aimed at resolving the Dispute (“Good Faith Negotiations”). If the Parties are unable to resolve such Dispute satisfactorily within 45 days from the date of receipt of such written notice of a Dispute, either Party may submit the Dispute to arbitration by serving the other Party with a written notice of the intention to arbitrate, as provided for below.

Any Dispute that has not been resolved in accordance with Good Faith Negotiations above shall be decided by arbitration administered by the International Center for Dispute Resolution, the international division of the American Arbitration Association, (“ICDR”) for dispute resolution, unless otherwise agreed by the Parties. Any award rendered by such arbitrator shall be final and binding upon the Parties and a judgment on the arbitrator’s award may be entered in any court having competent jurisdiction thereof. The place of arbitration shall be within the boundaries of Washington, DC, USA, unless otherwise agreed by the Parties. The prevailing Party in any such arbitration shall also be entitled to an award of its reasonable attorneys’ fees and all other fees and expenses related to such arbitration including for experts, disbursements, discovery costs and the fees and expenses of the arbitration itself.

#### **11. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the Parties respecting the matters hereto and supersede all prior agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. No Party shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements, or understandings not specifically set forth in this Agreement.

#### **12. NO WAIVER**

The failure by a Party to require performance of any provision of this Agreement shall not affect that Party’s right to require performance of that or any other provision of this Agreement at any time thereafter, nor shall a waiver of any breach or default of this Agreement or of any provision of this Agreement constitute a waiver of any *subsequent* breach or default or a waiver of this Agreement or of any provision of this Agreement.

#### **13. SEVERABILITY**

Any provision of this Agreement that is held or adjudged invalid, prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, prohibition, or unenforceability, and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such severed provision in any other jurisdiction. The Parties agree in good faith to promptly reformulate any such invalid, prohibited, or unenforceable provision to preserve the original intentions and objectives of this Agreement and to remove such illegality, invalidity, or unenforceability to the extent possible without materially reducing the value of this Agreement to any Party.

#### **14. REVISION DATE**

This Agreement was last revised on **March 27, 2018**.