

HICAST SPORTS NETWORK APPLICATION AND WEBSITE TERMS OF USE AGREEMENT

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GENERAL

1. This (together with the other sources referenced and incorporated) explains the terms of use (the “Terms of Use”) on which you may make use of the website at www.hicastsports.com and <http://hcst.me> and any future websites controlled by us (the “Site”) and the application for mobile devices and any future mobile applications made available (the “App”), each of which are owned by the (“HiCast Sports”, “we” or “us”). Please read these Terms of Use carefully before you download, install or use the App or use our Site. By downloading, installing or using the App, or by using the Site, you indicate that you accept these Terms of Use and that you agree to be bound by them. Your download, installation or use of the App or use of the Site constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the App or access our Site, whichever is earlier. If you do not agree to these Terms of Use, you must immediately cease use of the App or Website, including downloading or installing any content made available on the App or Website, and refrain from accessing the Site. If you do not agree to these Terms of Use but have already installed the App, you must immediately delete the App and any content including highlights you downloaded from the App.

2. The App was developed by and is owned and operated by HiCast Sports. We reserve the right to change these Terms of Use at any time without personal notice to you by posting changes on our Site or by updating it within the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.
3. To download, upload, install, access or use the App or the Site, you must be 13 years of age or over. If you are under 18 but at least 13 years of age, and you wish to download, install, access or use the App or use our Site, you must review these Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand them and that your parent or guardian consents to your download, installation, access or use of the App or Site.
4. You are responsible for all access to the App through your electronic device and for bringing these Terms of Use to the attention of all persons who may access the App or any content including highlights you downloaded from the App through your electronic device.
5. The use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone, data or other costs you may incur.
6. Commentary and other materials available concerning the App or Site are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the App, or by anyone who may be informed of any of its contents.

USE OF THE APP, SITE AND CONTENT

1. You shall not in any way use the App, the Site or any Content (“Content” is defined as the video footage of public events available to you as part of our services, whether recorded, downloaded, uploaded or edited or any other materials made available by us on the App or the Site) that you obtain from us in a manner which in any respect:
 - is in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
 - is fraudulent, criminal or unlawful;
 - is inaccurate or out-of-date;

- may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, bullying, abusive, hateful, menacing, defamatory, untrue or political;
 - impersonates any other person or body or misrepresents a relationship with any person or body;
 - may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trade mark rights and broadcasting rights) or privacy or other rights of use or any third party;
 - may be contrary to our interests;
 - is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or
 - involves your use, delivery or transmission of any viruses, unsolicited emails, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
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3. You agree not to access without authority, interfere with, damage or disrupt:
- any part of the App or the Site;
 - any equipment or network on which the App or Site are stored;
 - any software used in the provision of the App or Site;
 - any equipment or network or software owned or used by any third party; or
 - the Content through any technology or means other than the video playback pages of the App or Site, or other explicitly authorized means HiCast Sports may designate.
4. You agree not to use the App, Content, or Site for any of the following commercial uses unless you obtain HiCast Sports’s prior written approval:
- the sale of access to the App, Content or Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the App, Site, or Content; or

- the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the App or Site, unless other material not obtained by HiCast Sports appears on the same page and is of sufficient value to be the basis for such sales.
5. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the App, Content or Site in a manner that sends more request messages to the HiCast Sports servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, HiCast Sports grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. HiCast Sports reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the App or Site, nor to use the communication systems provided by the App or Site (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the App or Site with respect to their Content.
 6. You assume sole responsibility for results obtained from the use of the App or Site, and for conclusions drawn from such use. Subject to any contrary provisions of these Terms of Use, we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App or Site, or any actions taken by us at your direction.
 7. You agree to comply at all times with any instructions for use of the App or Site which we make from time to time.
 8. As a registered user of the App or the Site, you may establish an account ("Account"). If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security or login procedures, you must treat such information as confidential, and you must not disclose it to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account. We shall not be responsible for any losses due to the unauthorized use of your Account. You agree to immediately notify us of any security breach of your Account.

We have the right to disable any user Account, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

CONTENT AND CONDUCT

1. As a HiCast Sports Account holder you may submit Content to the App or Site, including pictures, videos and user comments. You understand that HiCast Sports does not guarantee any confidentiality with respect to any Content you submit.
2. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to HiCast Sports all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the App or Site pursuant to these Terms of Use.
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4. You further agree that Content you submit to the App or Site will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant HiCast Sports all of the license rights granted herein.
5. You further agree that you will not submit to the App or Site any Content or other material that is contrary to these Terms of Use.

6. HiCast Sports does not endorse any Content submitted to the App or Site by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and HiCast Sports expressly disclaims any and all liability in connection with Content. HiCast Sports does not permit copyright infringing activities and infringement of intellectual property rights on the App or Site, and HiCast Sports will remove all Content if properly notified that such Content infringes on another's intellectual property rights. HiCast Sports reserves the right to remove Content without prior notice.

PAYMENTS, TAXES, AND REFUND POLICY

1. Certain products, services and offerings available via the App or Site may require you to purchase an access pass via the App or Site ("Pass"). There are three types of Passes you can purchase, 1) a 7-day Pass; 2) a single-user monthly subscription Pass; or 3) a multi-user (up to 4 Accounts) monthly subscription Pass ("Family Pass"). As Family Pass is exclusively intended for immediate family members, defined as mother, father, son, and daughter. You agree that you will not utilize the Family Pass option for people that are not a part of your immediate family. If you choose a monthly subscription Pass, you will automatically be charged the Pass rate each month until you elect to terminate your monthly subscription.
2. You agree that you will pay for all products or services you purchase through the App or Site, and that we or authorized distributors may charge your payment method for any products or services purchased and for any additional amounts (including any sales taxes, as applicable) that may be accrued by or in connection with your Account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING US WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.**
3. Your total price will include the price of the product or service plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in jurisdictions where we determine, in good faith, that we are required to do so.
4. All sales of products or services are final.
5. Prices for products or services offered may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. We will communicate any price changes to you in advance and, if applicable, how to accept these changes. Price changes that impact monthly Passes, both single-user and Family Passes, will take effect at the start of the next subscription period following the date of the price change.

As permitted by local law, you accept the new price by continuing to use our App or Site after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from our App or Site prior to the price change going into effect.

6. You have the right to terminate your Account or any Pass that you have purchased at any time. We do not reimburse for partial periods of time should you elect to terminate your Account with remaining time left on your Pass. In these cases, your account will remain active until your active Pass has expired.

ELECTRONIC CONTRACTING

1. Your use of the App and Site may include the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS APP, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

AVAILABILITY OF THE APP, CONTENT, SECURITY & ACCURACY

1. The App and products and services performed or provided by us are provided as is and as available, with all faults and without warranty of any kind, including any express or implied warranty and or conditions of merchantability, or satisfactory quality, of fitness for a particular purpose or accuracy, of quiet enjoyment and of non-infringement of third party rights.
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any reason. If we impose restrictions on you personally, you must not attempt to use the App or Site under any other name or user or on any other electronic device.

3. We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or Site or your obtaining any material from, or as a result of using, the App or Site. We shall also not be liable for the actions of third parties.
4. We may change, update or maintain the App or Site and anything described in them without notice to you. If the need arises, we may suspend access to the App or Site, or close it indefinitely.
5. Your device or computer may periodically check for updates to the App or Site and, if available, the update may automatically download and install. You agree that we may automatically download and install updates onto your electronic device. You can turn off automatic updates altogether at any time by changing the automatic updates settings on your electronic device.
6. We try to ensure that information and materials on the App or Site are correct; however, we make no warranty or representation, express or implied, that they are complete, accurate, up-to-date, fit for a particular purpose or use and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with products.
7. We do not warranty or guaranty that Content, as defined in this Agreement, will include any specific event or venue, nor do we guaranty the quality of or completeness of the Content.

INDEPENDENCE FROM PLATFORMS

1. The App and Site are independent of any platform on which it is located or operated. The App and Site is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator").

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3. You and we acknowledge that these Terms of Use are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for the App and Site and the content thereof to the extent specified in these Terms of Use.
4. The license granted to you for the App or Site is limited to a non-transferable license to use the App or Site on an electronic device that you own or control and as otherwise permitted by these Terms of Use.
5. We are solely responsible for providing any maintenance and support services with respect to the App or Site as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App or Site.
6. In the event of any failure of the App or Site to conform to any applicable warranty, you may notify the relevant Operator and that Operator will refund the purchase price for the App or Site (if any purchase price has been paid) to you; and, to the maximum extent permitted by applicable law, that Operator will have no other warranty obligation whatsoever with respect to the App or Site, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
7. You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the App or Site or your possession and/or use of the App or Site, including, but not limited to: (i) any claim that the App or Site fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
8. You and we acknowledge that, in the event of any third party claim that the App or Site or your possession and use of the App or Site infringes that third party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

9. You must comply with any applicable third party terms of agreement when using the App or Site (e.g. you must ensure that your use of the App or Site is not in violation of your mobile device agreement or any wireless data service agreement).
10. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

OUR LIABILITY

1. To the extent possible by law:
 - our maximum liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal theory of liability) in relation to your use or inability in use or delay in use of the App or Site, or the Content or any other material on it or accessible from it, or from any action or decision taken as a result of using the App or Site or any such material, shall not exceed fees paid by you to us in the prior 12 months; and
 - we shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to Content or any other material on the App or Site or in relation to your use or inability to use or delay in use of the App or Site or any Content or other material on them or accessible from them or from any action or decision taken as a result of using the App or Site and any such Content or other material in relation to any of the foregoing, for any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses. For the avoidance of doubt, (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.
 - we shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) for any misuse by any user or third party of the information or services provided through the App or Site or the breach of this agreement by any user.

TRADE MARKS

1. The Highlight Broadcast Network, HiCast Sports Network, and HiCast Sports names and our logos and all related names including “HiCast” and our tagline “Moments That Matter™” design marks and slogans (the “Trademarks”) are the exclusive registered or unregistered trademarks of HiCast Sports and/or any of our valid licensors. The Trademarks owned by HiCast Sports, whether registered or unregistered, may not be used in connection with any product or service that is not owned by HiCast Sports, in any manner that is likely to cause confusion with customers, or in any manner that disparages HiCast Sports.

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1. We are the owner or the licensee of all intellectual property rights, including copyright and trademark rights, in the App, the Site and the Content reflected thereon or produced thereby, and in the material published concerning use. Those works are protected by copyright laws and treaties around the world and will remain the sole and exclusive property of HiCast Sports. All such rights are reserved and you acknowledge that you do not acquire any ownership rights by using the Site, the App or viewing the Content.
2. The App, the Site, and the services we provide are designed, among other things, to make Content available to you. You may download, view, edit, and share the Content, and subject to your payment of any required fee for same and compliance with other terms herein, we grant you a nonexclusive royalty free license to do so, subject to your compliance with other terms herein. You agree that you will not edit the Content to remove any of our logos or logos of our advertisers, names, meta data or any other identifiable information linking the Content to us. We will take reasonable efforts to provide access to media which does not infringe upon the rights, including copyrights, of others. Should you be informed that any of the video is allegedly infringing of any rights of third person, you agree to inform us of such claims with reasonable promptness.
3. If you are a copyright owner or authorized agent and believe that your work has been copied and posted or used by us in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by us you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;

- a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- if applicable, a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate.
- our designated Copyright Agent to receive notifications of claimed infringement is - Albert A. Chapar, Jr., who may be contacted by email at achapar@chaparlaw.com or by mail at 945 Bank Street, Suite B, Conyers, Georgia 30012.

INFORMATION ABOUT YOU & YOUR VISITS TO THE APP

1. We maintain and track information about you in accordance with our Privacy Policy, which is available on our Site at www.hicastsports.com. By using the App or Site, you consent to such use and you warrant that all information provided by you is accurate. We shall make reasonable efforts to protect information submitted by you in connection with the services, but you agree that your submission of such information is at your sole risk, and we hereby disclaim any and all liability to you for any loss or liability relating to such information in any way.

THIRD PARTY WEBSITES

1. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App or Site exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App or Site provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to

products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

2. You must not without our permission:

- Reverse engineer, copy or otherwise use source code of the App or Site in any way, including, but not limited to, onto other websites or in other mobile applications; or
- frame any of the App, Site or Content onto your own or another person's website or mobile application or otherwise hold yourself out as having rights in the App or Site.

TERMINATION

1. If you fail, or we suspect that you have failed, to comply with any of the provisions of this Agreement, without notice to you, and at our own discretion, we may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the App or Site; and/or (iii) preclude access to the services we provide (or any part thereof).

SEVERABILITY

1. If any of these terms should be determined to be prohibited by law, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

NON-ASSIGNMENT

1. You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

EXCLUSION

1. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

INDEMNIFICATION

1. To the fullest extent permitted by applicable law, you agree to indemnify and hold HiCast Sports harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of these Terms of Use; (2) any activity in which you engage on or through the App or Site; and (3) your violation of any law or the rights of a third party.

LAW & JURISDICTION

1. These Terms of Use and your use of the App or Site (and all contractual and non-contractual relationships arising out of or connected to it) shall be governed by and construed in accordance with those of the State of Georgia, USA. You agree to the exclusive jurisdiction of the courts of Walton County, Georgia, USA, to any dispute or claim which may arise under, or in respect of, these Terms of Use or your use of the App or Site and you expressly consent to the personal jurisdiction and venue of such courts by waiving any defense to personal jurisdiction and venue therein. In such case where the claims in dispute are those in which federal courts have exclusive subject matter jurisdiction, then you submit to the exclusive jurisdiction of the federal courts of the Northern District of Georgia, and expressly consent to personal jurisdiction and venue in such forum, and waive any defense or objection to personal jurisdiction and venue therein.