

# TERMS OF USE

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## OVERVIEW

1. WE MAY, BUT ARE NOT OBLIGATED TO, REFUSE SERVICE TO ANYONE AT ANY TIME AND FOR ANY REASON.
2. WE WILL NOT SHARE YOUR PRIVATE E-MAIL ADDRESS OR USER INFORMATION, BUT RESERVE THE RIGHT TO CONTACT ALL "OPT-IN" E-MAIL SUBSCRIBERS TO OUR WEBSITE OR NEWSLETTER WITH GENERAL INFORMATION, PROMOTIONAL OFFERS, LATEST FEATURES, STORIES, MEMBERSHIP INFORMATION, SOCCER CLUB INFORMATION, UPDATES AND ANY OTHER My Soccer Club USA Inc. RELATED CONTENT OR MESSAGES.
3. ABUSE OF OUR SYSTEMS, CONTENT, SERVICES, PATRONS, MEMBERS OR VISITERS IS AN OBVIOUS OFFENSE THAT CAN RESULT IN BEING

BANNED FROM My Soccer Club USA Inc. OR ANY OF OUR OTHER OR TO BE DEVELOPED WEBSITES.

4. THE POSTING ANY CONTENT ON OUR WEB PAGES GRANTS My Soccer Club USA Inc. A NON-EXCLUSIVE RIGHT TO HOST SAID CONTENT ON THE INTERNET AMONG OTHER RIGHTS OF REPLICATION. EITHER YOU OR WE CAN REMOVE YOUR WORKS AT ANY TIME AND FOR ANY REASON.
5. My Soccer Club USA Inc. IS A NOT-FOR-PROFIT ORGANIZATION. ALL SUBSCRIBING MEMBERS WILL NOT RECEIVE AN ACTIVE, EQUITY OR OTHERWISE PARTICIPATING SHARE OF INTEREST IN My Soccer Club USA Inc. MEMBERS WILL RECEIVE THOSE CERTAIN RIGHTS AND PRIVILEGES LISTED HEREIN AND ARE BOUND TO THE TERMS OF THE MEMBERSHIP AGREEMENT AS SET FORTH BELOW.
6. WE ARE NOT RESPONSIBLE FOR MISUSE OF CONTENT.
7. My Soccer Club USA Inc. WELCOMES YOUR FEEDBACK AND SUGGESTIONS! Contact Us at [webteam@mysoccerclubusa.com](mailto:webteam@mysoccerclubusa.com)

#### PRIVACY POLICY

We take your privacy seriously - please review our separate Privacy Policy: [Privacy Policy](#) for information about the collection and use of your personal information.

#### DEFINED TERMS

One of the Services offered through this Site is a Membership to My Soccer Club USA Inc., a website creating and maintaining a fan-owned and membership-based United States soccer team. Information, materials, files, communications, and documents that are posted or otherwise transferred in conjunction with this service are referred to collectively as "Membership Services." The groups of persons, who have paid the required fee and who participate in the benefits of membership are herein referred to as ("Members"). All other user-supplied information, materials, files, communications, and documents are referred to collectively as "User Content." "My Soccer Club USA Inc. Content" means all Materials provided by My Soccer Club USA Inc.

#### TYPES OF USERS

Please be aware that certain activities on this Site, such as the Membership Services, are available only to persons authorized by My Soccer Club USA Inc. to participate in such activities. The rights and obligations of

membership are explained in detail below under the heading: Membership Agreement.

#### INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS

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Except as expressly indicated to the contrary elsewhere on this Site, you may view, download, and print the My Soccer Club USA Inc. Content and User Content available on this Site subject to the following conditions:

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- 2 The My Soccer Club USA Inc. Content and User Content may not be modified or altered in any way.
- 3 The My Soccer Club USA Inc. Content and User Content on the Site may not be distributed or sold, rented, leased, or licensed to others.
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#### LICENSE TO MySoccerClubUSA.com FOR USER CONTENT

Certain Services offered through this Site accommodate or require User Content. Depending upon the nature of the Service, by submitting User Content to this Site you grant My Soccer Club USA Inc. one of the following types of licenses:

1. For User Content that is the result of your creative efforts and which is intended to be displayed on the Site, you grant My Soccer Club USA Inc. a worldwide, royalty-free, non-exclusive license to modify (for purposes of formatting, maintenance, or Site administration only) and reproduce such User Content. You also grant My Soccer Club USA Inc. the right to distribute and publicly display and perform such User Content for the purpose for which such User Content was submitted to the Site. This license will be in effect until such User Content is removed from the Site.
2. For User Content such as comments to My Soccer Club USA Inc. on user forms, reports or suggestion forms, you grant My Soccer Club USA Inc. and the users of this Site an unrestricted, worldwide, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute such User Content, and you also agree that My Soccer Club USA Inc. is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose without any compensation to you. However, we will not release your name or otherwise publicize the fact that you submitted such User Content to us unless: (a) you grant us permission to do so; (b) we first notify you that the User Content you submit to a particular part of the Site will be published or otherwise used with your name on it; (c) we have a good faith belief that we are required to do so by law and/or in response to a subpoena or court order; or (d) we believe it necessary in order to protect the rights of My Soccer Club USA Inc. or others.

#### PROHIBITED COMMUNICATIONS

You may submit only User Content or Membership related content to the Site that is (a) owned by you, (b) submitted with the express permission of the owner or within the scope of the license to such content, or (c) in the public domain. You are prohibited from posting or transmitting to or from this Site

any unlawful, threatening, harassing, libelous, offensive, defamatory, obscene, or pornographic materials, or other materials that would violate any law or the rights of others, including, without limitation, laws against copyright infringement, and rights of privacy and publicity. Violation of these restrictions may result in denial of or limitations on access by you to this Site.

#### USER CONDUCT

In using the Site, including all Services, Membership Services and Materials available through it, you agree: not to disrupt or interfere with any other user's or member's enjoyment of the Site or affiliated or linked sites; not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive, or destructive files; not to create a false identity; not to use or attempt to use another's account, password, service, or system without authorization from My Soccer Club USA Inc.; not to access or attempt to access any Membership Services which you are not authorized to access; not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Membership Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked sites.

#### MANAGING CONTENT AND COMMUNICATIONS

My Soccer Club USA Inc. reserves the right, in its sole discretion, to delete or remove User Content from the Site and to restrict, suspend, or terminate your access to all or part of this Site, at any time without prior notice or liability. My Soccer Club USA Inc. may, but is not obligated to, monitor or review any areas on the Site where users transmit or post User Content, including but not limited to areas where Membership Services are available, and the substance of any User Content. To the maximum extent permitted by law, My Soccer Club USA Inc. will have no liability related to User Content or Services. My Soccer Club USA Inc. disclaims all liability with respect to the misuse, loss, modification, or unavailability of any User Content or Services.

#### WARRANTIES AND DISCLAIMERS

Except as expressly provided otherwise in a written agreement between you and My Soccer Club USA Inc. or you and a third party with respect to such party's materials or services, this Site, and all Materials, Services and Membership Services accessible through this Site are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, My Soccer Club USA Inc. makes no warranty that:

(i) the Services and Materials will meet your requirements; (ii) the Services

and Materials will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services or Materials will be effective, accurate, or reliable; (iv) the quality of any Products, Services, or Materials obtained or accessible by you through the Site will meet your expectations; and (v) any errors in the Services or Materials obtained through the Site, or any defects in the Site, its Services or Materials, will be corrected.

While My Soccer Club USA Inc. makes every effort to maintain this Site and the Services it provides efficiently and timely, this Site could include technical or other mistakes, inaccuracies, or typographical errors. My Soccer Club USA Inc. may make changes to the Materials and Services at this Site at any time without notice. The Materials or Services at this Site may fall out of date, and My Soccer Club USA Inc. cannot commit to updating any such Materials and Services in anyway.

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The use of the Services or the downloading or other use of any Materials through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. My Soccer Club USA Inc. assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the Site or in connection with any Services or Materials offered through the Site. No advice or information, whether oral or written, obtained by you from My Soccer Club USA Inc. or through or from the Site shall create any warranty not expressly stated in these Terms of Use.

#### PERSONAL INFORMATION AND PRIVACY

Except as otherwise expressly set forth herein, your personal information will be deemed to be confidential. Any non-personal information or material sent to My Soccer Club USA Inc. will generally be deemed to not be confidential. In any case, you understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of My Soccer Club USA Inc. or others.

#### LIMITATION OF LIABILITY

In no event, including, without limitation, negligence, shall My Soccer Club USA Inc., its subsidiaries, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not My Soccer Club USA Inc. has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use this Site, its Services, Membership Services or Materials, the statements or actions of any third party on or through the Site, any dealings with vendors or other third parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the Site that are delayed or interrupted, or any website referenced or linked to or from this Site.

#### INDEMNITY AND LIABILITY

You agree to indemnify and hold My Soccer Club USA Inc., and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, or transmit through the Site (including, without limitation, any User or Membership related Content, or computer viruses), your use of the Site, your connection to the Site, your violation of these Terms of Use, the actions of any Member, or your violation of any rights of another person or entity.

#### GOVERNING LAW AND JURISDICTION

This Site (excluding linked sites) is controlled by My Soccer Club USA Inc. from its offices within the state of New York, United States of America. By accessing this Site, you and My Soccer Club USA Inc. agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of New York, without regard to the conflicts of laws principles thereof. You and My Soccer Club USA Inc. also agree and hereby submit to the exclusive personal jurisdiction and venue of the Courts within the State of New York with respect to such matters.

Any dispute relating in any way to your visit to My Soccer Club USA Inc. shall be submitted to confidential Arbitration in White Plains, New York except that, to the extent you have in any manner violated or threatened to violate My Soccer Club USA Inc.'s Intellectual property rights, My Soccer Club USA Inc. may seek injunctive or other appropriate relief in any state or federal court in the state of New York, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under this Terms of Use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of

competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Terms of Use shall be joined to an arbitration involving any other party subject to this Terms of Use, whether through class arbitration proceedings or otherwise.

#### GENERAL

The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Site constitute the entire agreement between My Soccer Club USA Inc. and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by My Soccer Club USA Inc. to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision

## MEMBERSHIP AGREEMENT

#### GENERAL

All Members of My Soccer Club USA Inc. shall be subject to the following terms in this Agreement without exception, unless otherwise agreed to in a signed writing. This Agreement hereby incorporates by reference the entire My Soccer Club USA Inc. Terms of Use agreement as shown above and appears on the My Soccer Club USA Inc. web pages. All members are bound by the terms of both agreements.

1. Each Member represents and warrants to the My Soccer Club USA Inc. that on the date of payment and on each date that he or she remains a Member that he or she: (i) is over 18 years of age; (ii) is making or has made the payment from his or her own freely available funds, and that the payment is not being made on behalf of a third party; (iii) has read and understood the Terms of Use and Membership Agreement.
2. My Soccer Club USA Inc. may cancel the membership of any Member if the terms herein are violated, and any such terminated Member shall not be entitled to a refund of their membership fee or any part thereof.
3. Membership may otherwise only be cancelled subject to and in accordance with the Terms of Use and Membership Agreement. Any cancellation of membership (whether by or at the request of the Member or My Soccer Club USA Inc. in accordance with this

Agreement and the Terms of Use) shall not entitle the Member to a refund of the whole or any part of any payment he or she has made.

4. Each Member acknowledges and agrees that their membership fees are being used to fund the creation and management of a soccer club and associated costs (including all administrative expenses, salaries and other costs incurred to operate a not-for-profit entity) and that no part of the said fee can therefore be refunded or repaid to the Member by My Soccer Club USA Inc.
5. The payment of the membership fee shall be made and shall be applied subject to and in accordance with the Terms of Use and Membership Agreement as set forth herein.

#### SPECIFIC TERMS OF MEMBERSHIP

By paying the Membership Fee, each Member becomes a Member of My Soccer Club USA Inc. and is thereby entitled to full membership rights and privileges, and is to subject to all the rules and obligations of Membership. In the event of any conflict between a Member and My Soccer Club USA Inc. the terms set forth in the Terms of Use under the heading "GOVERNING LAW AND JURISDICTION" shall govern.

Members are only permitted to join My Soccer Club USA Inc. for personal use and cannot use the Site or Services for commercial purposes, or for any other purpose which undermines or contradicts the objects of the My Soccer Club USA Inc. In particular, My Soccer Club USA Inc. may suspend Members from using the Site for such period as it sees fit if it is of the view that Member activities are being carried out with the intention of undermining the Site or My Soccer Club USA Inc.

By submitting the Membership Fee all Members acknowledge and agree to the following:

1. Membership begins on the date the Member signs-up with My Soccer Club USA Inc. and the Membership Fee has been received. The Membership Term is for an annual or twelve (12) month period.
2. The Membership Fee is Fifty United States of America dollars (\$50.00 USD). My Soccer Club USA Inc. shall appropriate \$40.00 USD out of every \$50.00 USD fee received for the creation and maintenance of the Soccer Club and a portion to be allocated to the My Soccer Club USA Inc. Maintenance Fund. My Soccer Club USA Inc. shall use the remaining \$10.00 USD of the Membership Fee for the administrative costs associated with the operating and management of a Not-for-Profit organization, including but not limited to: fees, taxes (where applicable), general expenses, salaries, and etc.

3. THE MEMBERSHIP FEE DOES NOT ENTITLE, BUY OR OTHERWISE TRANSFER ANY EQUITY OR OTHER INTERESTS IN My Soccer Club USA Inc. TO ANY MEMBER AND THE RIGHTS AND PRIVILEGES OF ALL MEMBERS ARE LIMITED TO THE TERMS SET FORTH HEREIN.
4. If the Soccer Club has not been created and/or is not competing in the prescribed soccer league by June 20, 2009, My Soccer Club USA Inc. shall donate all fees, funds and/or other proceeds collected up to that date to a charitable organization of its choosing.
5. All Members of My Soccer Club USA Inc. in good standing are entitled to the following rights and privileges:
  - a. A single or one (1) vote on the Soccer Team's Name
  - b. A single or one (1) vote on the Soccer Team's Logo
  - c. A single or one (1) vote on the Soccer Team's Jersey (Uniform Design and Color Scheme)
  - d. A single or one (1) vote on the Soccer Team's Mascot
  - e. A single or one (1) vote on the Soccer Team's Manager(s)
  - f. A single or one (1) vote on the Soccer Team's Player Acquisitions
  - g. Members receive unrestricted access to the Video and Audio coverage of all matches
  - h. Members receive unrestricted access to all MySoccerClubUSA.com Forums and Chat Rooms
  - i. A single or one (1) vote on the Soccer Team's Jersey Sponsorship deal (to approve or disapprove)
6. ALL MEMBERS ARE LIMITED TO ONE (1) MEMBERSHIP PER PERSON AND ONE (1) VOTE PER MEMBER