

AXON SPORTS TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY! THESE TERMS AND CONDITIONS OF USE (“TERMS OF USE”) GOVERN YOUR ACCESS TO AND USE OF THE SERVICES, INCLUDING IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. YOU ARE ADVISED TO KEEP A COPY OF THESE TERMS OF USE FOR YOUR OWN RECORDS.

These Terms of Use govern your access to and use of the Axon Sports platform, including, without limitation, the information, materials, products and services found at and/or related to the Axon Sports website (www.axonsports.com and all subdomains) and the Axon Sports mobile applications (the “Services”), and any information, text, messages, photos, videos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). Axon Sports may, in its sole discretion, modify or revise these Terms of Use at any time and your continued use after the publication of such modified or revised Terms of Use will constitute your agreement to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

1. USE OF THE SERVICES; GENERAL TERMS

Axon Sports hereby grants you a limited, personal, worldwide, revocable, non-assignable and non-exclusive license to use the Services. This license is for the sole purpose of enabling you to use the Services in the manner expressly permitted by these Terms of Use. YOU ARE RESPONSIBLE FOR YOUR USE OF THE SERVICES AND FOR ANY CONSEQUENCES THEREOF.

YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH RESPECT TO ANY CONTENT YOU SUBMIT AND THAT ANY CONTENT YOU SUBMIT MAY BE VIEWED BY OTHER USERS OF THE SERVICES.

You agree that:

- a) You are solely responsible for the activity that occurs on your account and you must keep your account password secure.
- b) You may never use another’s account without permission.

c) You will not reverse engineer, de-compile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Services, nor will you modify, adapt, translate or create derivative works based on the Services.

d) You will not copy the Services or evaluate the Services for purposes of competing with the Services, nor will you permit or facilitate third parties in evaluating the Services.

e) You will not remove, obscure or modify any markings or notice of proprietary rights of Axon Sports or Axon Sports' licensors from any media, user interfaces or documentation accessible through the Services.

f) You will not use the Services to track, send, upload or store sensitive personal information, including, without limitation, personal financial information, protected health information or proprietary confidential information.

g) You will not post, upload or otherwise exchange any Content that is infringing, obscene, threatening, defamatory, fraudulent, abusive, harassing, or discriminatory, including Content that is infringing on third party intellectual property rights and/or third party privacy rights. Axon Sports, at its sole discretion, may determine whether any Content violates this Section 1(g).

h) You will not access, tamper with or use areas of the Services or Axon Sports' computer systems that exceed the scope of your authorization.

i) You will not knowingly transmit any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines to the Services.

j) You will not post, upload or otherwise exchange any Content that violates any applicable local, state, national or international law.

2. USE OF CONTENT

Any and all Content displayed on, or transmitted via, the Services is provided to you AS IS and your access to and use of the Services and any Content are at your own risk. You may access the Content solely for your information and personal use. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit any Content for any other purposes.

You understand that when using the Services, you will be exposed to Content from a variety of sources, and that Axon Sports is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such Content. Axon Sports may, but is not obligated to, monitor or control the Content posted via the Services. Any use or reliance on any Content posted via the Services or obtained by you through the Services is at your own risk. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable and you agree to waive and hereby do waive, any legal or equitable rights or remedies you have or may have against Axon Sports with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Axon Sports, its owners, officers, directors and employees to the fullest extent allowed by law regarding all matters relating to your use of the Services and any Content posted via the Services.

Axon Sports does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any Content submitted to the Services, or any opinion, recommendation, or advice expressed therein. Axon Sports expressly disclaims any and all liability in connection with the Content. Under no circumstances will Axon Sports be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

3. YOUR CONTENT AND CONDUCT

You are solely responsible for your own Content and the consequences of submitting and publishing your Content on the Services. You affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to publish Content you submit.

You covenant and agree that the Content you submit to the Services will not contain any 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 Axon Sports all of the license rights granted herein.

Axon Sports does not permit copyright infringing activities or infringement of intellectual property rights on the Services, and Axon Sports may remove all Content if notified that such Content infringes on another's intellectual property rights, as further set forth in Section 12 below, without notice, or liability, to you.

4. OWNERSHIP OF CONTENT

Any and all Content (other than your personal financial information) that you submit, post or display on or through the Services shall become the property of Axon Sports. Once you submit, post or display any

Content on or through the Services, you no longer have any right, title or interest in or to that Content (other than your personal financial information).

5. ACCOUNTS AND CONTENT

Axon Sports reserves the right, at its sole discretion, to decide whether Content violates these Terms of Use. Axon Sports shall have the right, but not the obligation, without prior notice, to delete or otherwise remove Content that violates these Terms of Use and/or to terminate your account for submitting such material in violation of these Terms of Use. All Axon Sports decisions as to Content shall be final.

Axon Sports reserves the right to terminate or suspend your account at any time.

6. AXON SPORTS' INTELLECTUAL PROPERTY

All right, title and interest in and to the Services are and will remain the exclusive property of Axon Sports and its licensors. The Services are protected by copyright, trademark and other laws of the United States. Nothing in these Terms of Use gives you a right to use the Axon Sports name or any of the Axon Sports trademarks, logos, domain names or other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we will be free to use such feedback comments or suggestions as we see fit and without any obligation to you.

7. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. ALL SERVICES PROVIDED HEREUNDER ARE OFFERED ON AN "AS-IS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, AXON SPORTS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR-FREE OPERATION OR OTHERWISE HEREUNDER, ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE AND IN NO EVENT SHALL AXON SPORTS BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES AND/OR ACCESS THE CONTENT. AXON SPORTS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES OR THE CONTENT.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL AXON SPORTS, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) ANY ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE AXON SPORTS SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH, INCURRED AS A RESULT OF YOUR USE OF THE SERVICES OR THE USE OF ANY CONTENT POSTED, MESSAGED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AXON SPORTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU EXPRESSLY RELEASE, DISCHARGE AND AGREE TO SAVE HARMLESS AXON SPORTS, INCLUDING ITS AGENTS, PARTNERS, EMPLOYEES, LICENSEES, ASSIGNS AND ALL OTHER PERSONS ACTING UNDER ITS PERMISSION OR AUTHORITY FROM AND AGAINST ANY AND ALL CLAIMS WHICH YOU HAVE OR MAY HAVE FOR INVASION OF PRIVACY, LIBEL, DEFAMATION OR ANY OTHER CAUSE OF ACTION ARISING OUT OF AXON SPORTS' RECORDAL, COLLECTION, STORAGE, REPRODUCTION, COMPILATION, DISPLAY, PERFORMANCE, PUBLICATION AND PUBLIC DISSEMINATION OF THE DATA GENERATED FROM YOUR USE OF THE SERVICES AND YOUR BIOGRAPHICAL MATERIALS, INCLUDING WITHOUT LIMITATION, BY VIRTUE OF ANY ERRORS THAT MAY OCCUR.

9. INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Axon Sports, its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, but not limited to, attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including, without limitation, any copyright, property or privacy right;

or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

10. ASSIGNMENT

These Terms of Use, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by Axon Sports without restriction. Any attempted assignment by you shall be null and void.

11. GENERAL

These Terms of Use constitute the entire agreement between you and Axon Sports concerning the Services. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Axon Sports' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any action hereto will be governed by the laws of the Arizona without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Phoenix, Arizona, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Axon Sports reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Services following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND AXON SPORTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

The Axon Sports website (and all subdomains) may use cookies and other tracking mechanisms in order to improve and optimize its usage.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We respond to notices of alleged copyright infringement in accordance with the processes set out in the Digital Millennium Copyright Act ("DMCA"). Copyright owners or agents thereof who believe that any

Content infringes upon applicable copyrights may submit a notification to Axon Sports pursuant to the DMCA providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit Axon Sports to contact the claimant owner, such as an address, telephone number, and, if available, an electronic mail;

A statement that the claimant owner has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the material in your Content, you may send a counter-notice containing the following information:

Your physical or electronic signature;

Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

A statement that you have a good faith belief that the Content was removed or disabled as result of a mistake or a misidentification of the Content; and

Your name, address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Phoenix, Arizona, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, Axon Sports may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in

ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider or user, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at Axon Sports' sole discretion.

13. SECURITY

We use commercially reasonable efforts to protect the security of Your Personal Information by using industry-standard security technologies and procedures to help protect Your Personal Information from unauthorized access, use, or disclosure. We safeguard the security of the data You send Us with physical, electronic, and managerial processes. We highly recommend that You take every precaution to protect Your Personal Information when You are on the Internet. One way You can do so is by making sure You are using a secure web browser. Our ecommerce Site uses industry-standard Secure Sockets Layer (SSL) encryption on all ecommerce web pages where Personal Information is submitted by You. As an extra precaution, please make sure that You are using the latest version of an SSL-enabled browser. We recommend using Internet Explorer 4.0 or higher, Netscape 4.0 or higher, and the latest version of Safari. This will better protect the confidentiality of Your Personal Information, including Your credit card information, while it is transmitted over the Internet.

Except as provided elsewhere in this Privacy Policy, We limit access to Personal Information in electronic databases to those persons (including employees and contractors) in Our organization who have a business need for such access.

Even though We have taken steps to protect Your Personal Information from being intercepted, accessed, used, or disclosed by unauthorized persons, You should know that We cannot fully eliminate security risks associated with Personal Information.