

USA CRICKET: TERMS OF SERVICE

Effective Date: 1 January 2021

Please read the following terms and conditions (“**Terms**”) carefully. They create a binding legal contract between you, your employees, agents and contractors, and any other entity on whose behalf you accept these Terms (collectively, “**You**”) and USA Cricket (“**USA Cricket**”, “**we**”, “**us**” or “**our**”) governing Your use of our website, mobile applications and any related features, content, products and services (collectively, “**Services**”). Among other things, these Terms describe Your responsibilities and limit our liability. If You do not agree to all of the following terms now or in the future, do not use the Services in any manner. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 8) AND LIMIT OUR LIABILITY (SECTION 9). THESE TERMS ALSO INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION, ON AN INDIVIDUAL BASIS AND THUS PROHIBIT CLASS ACTION CLAIMS. PLEASE REFER TO SECTION 13 FOR ADDITIONAL DETAILS.

By accessing the Services in any way, including by clicking the “Accept” (or similar) box or button, downloading or installing our mobile application or by creating an account, You agree to and are bound by these Terms.

Unless You have entered into another agreement with us regarding the Services that expressly state that the terms of that agreement control over these Terms, then these Terms constitute the entire agreement between You and USA Cricket and govern Your use of the Services, and supersede any and all prior agreements, written or oral, between You and USA Cricket regarding the Services (including, without limitation, any prior versions of these Terms). Portions of the Services may be governed by posted guidelines, rules or other terms and conditions. All such guidelines, rules and terms and conditions are hereby incorporated by reference into these Terms. In the event of a conflict between these Terms and such other guidelines, rules and terms and conditions, these Terms shall control. Notwithstanding the foregoing, [USA Cricket's Privacy Policy](#) supersedes any conflicting terms in these Terms and/or any other guidelines, rules and terms and conditions with respect to the subject matter covered by the [Privacy Policy](#).

You may also be subject to additional terms and conditions that may apply when You use other USA Cricket services, third-party content or third-party software.

1. USE OF SERVICES.

- 1.1. **Eligibility.** To be eligible to use the Services, You must, and You represent and warrant that You do, meet the following criteria: (a) are 18 years of age or older or if the user of our Services on whose behalf you are accepting these Terms is under the age of 18, You are the parent or legal guardian of the user and You are agreeing to these Terms for the benefit of such user; (b) are not currently restricted from or otherwise prohibited from using the Services, (c) are not a competitor of or using the Services for reasons that are in competition with USA Cricket; (d) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which You are a party; (e) will not violate any rights of USA Cricket, including intellectual property rights such as copyright or trademark rights; and (f) agree to provide at Your cost all equipment (including mobile devices), software, and internet access necessary to use the Services. If you are a parent or

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legal guardian agreeing to these Terms for the benefit of an individual under the age of majority in your jurisdiction of residence, please be advised that you are fully responsible for his or her content, submissions, violation of these Terms, acts or omissions and any legal liability that he or she may incur.

- 1.2. Applicable Laws and this Agreement. You agree to comply with all applicable laws, ordinances and regulations and these Terms.
- 1.3. Use of the Services. You agree to use the Services only to post, send and receive content and materials that are proper. You further agree that You will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.
- 1.4. User Conduct. USA Cricket does not control, is not responsible for and makes no representations or warranties with respect to any user or user conduct. You are solely responsible for Your interaction with or reliance on any user or user conduct. You must perform any necessary, appropriate, prudent or judicious investigation, inquiry, research and due diligence with respect to any user or user conduct. You further understand that You may be exposed to content from others that is offensive, indecent or objectionable.
- 1.5. Limited License. USA Cricket grants You a limited, revocable, non-exclusive, nonassignable, nonsublicensable license and right to access and use the Services through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of USA Cricket), view information and use the Services that we provide in accordance with these Terms. Any other use of the Services is strictly prohibited. We reserve all rights not expressly granted in these Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Services and all related items.
- 1.6. Promotions. You agree to receive newsletters, promotional materials, and other communications and materials relating to USA Cricket or the Services.
- 1.7. Prohibited Uses. You agree that You will not use the Services to:
 - pretend to be USA Cricket or someone else, spoof USA Cricket's or someone else's identity, or misrepresent Your affiliation with a person or entity;
 - transmit spam, bulk or unsolicited communications;
 - forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the Services;
 - collect or store personal data about other users unless specifically authorized by such users;
 - harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

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- gamble or wager on the results of any gaming features provided on or through the Services;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes; or
- register for more than one User account, register for a User account on behalf of another individual or on behalf of any group or entity.

You further agree that You will not upload, post, email, transmit or otherwise make available any content that:

- is inaccurate, unlawful, threatening, abusive, harassing, obscene, invasive of another's privacy, hateful, or objectionable to USA Cricket or other users of the Services or refers negatively to people or groups on the basis of their race, ethnicity, national origin, religion, sexual preference, orientation, or identity, gender, class, disability, or similar characteristics;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes;
- contains false statements or misrepresentations that could damage you, us or a third party; or
- violates or infringes anyone's intellectual property or other rights.

1.8. Mobile Alerts We may send you mobile alerts regarding the Services. The types and frequency of mobile alerts that you receive depends on your selections at registration. Examples of alerts include passcode verifications. Message and data rates may apply. Messages will be delivered to the phone the user provides at opt-in. Our Privacy Policy found [here](#) governs any data collected from you in connection with mobile alerts.

2. USER ACCOUNTS AND MEMBERSHIP

- 2.1. Creating an Account. To open an account, You must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and You will maintain and promptly update such information, including any authorized payment method, to keep it true, current, complete and accurate. You further agree that if You change or deactivate Your mobile telephone number, You will update Your account information with us within 48 hours to ensure that Your messages are not sent to the person who acquires Your former telephone number. You grant USA Cricket the right to independently verify any information that You provide through the Services about Yourself, although USA Cricket does not routinely undertake any verification.
- 2.2. Activities Under Your Account. You are responsible for maintaining the confidentiality of any password(s) You use to access the Services, and You are fully responsible for all activities that occur under Your password(s) and Your account. You agree to notify USA Cricket immediately of any unauthorized use of Your

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account or any other breach of security. USA Cricket will not be liable for any loss that You may incur as a result of someone else using Your password or account. Notwithstanding such notice, You could be held liable for losses incurred by USA Cricket or another party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

- 2.3. Memberships and Background Checks. USA Cricket offers individual or organizational memberships. For more information about memberships and membership fees, please see the relevant section of our website. Given that USA Cricket has a significant youth focus and we strive to be a world-class organization in everything we do, especially with respect to protecting our youth, background checks are required for all coaches and umpires or any other person for whom we deem a background check to be necessary. . For questions about background checks, including fees therefore, which must be paid by the member, please contact: postmaster@usacricket.org. The background check includes a criminal background check conducted by the background check provider engaged by USA Cricket. Having non-player members submit to a background check is a minimum national standard for sports organizations in the United States. You hereby consent to a background check as part of your registration for membership.

3. PAYMENTS

- 3.1. Premium Services. If You sign up for a membership with USA Cricket or you purchase any products or services through our Services, You agree to allow USA Cricket to collect and store Your payment information and to share your payment information with our payment service providers, such as PayPal. You also agree to pay the applicable membership fees as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Failure to pay may result in the termination of Your membership. USA Cricket does not support all payment methods, currencies or locations for payment. If the payment method You use with us, such as a credit card, reaches its expiration date and You do not edit Your payment method information or cancel Your account or Your membership, You authorize us to continue billing that payment method and You remain responsible for any uncollected amounts. Your obligation to pay fees continues through the end of Your membership period. All applicable taxes are calculated based on the billing information You provide us at the time of purchase. You also acknowledge that USA Cricket's membership Services are subject to these Terms and any additional terms related to the provision of the membership Services.
- 3.2. Refunds and Invoices. We do not guarantee refunds for lack of usage or dissatisfaction. Additionally, if You require a printed invoice for Your transaction with us, You may request one by contacting us at: postmaster@usacricket.org.
- 3.3. Third Party Fees. Our prices for membership or purchase of products do not include any third party fees You incur in connection with using a membership

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Services, including, without limitation, fees charged by Your Internet access provider or Your mobile carrier (such as fees for text messaging and data charges).

- 3.4. Changes in Fees. We may change the price of any membership Service from time to time, and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will send advance notice of these changes by email to the address in Your account information. Any increase in charges for the same membership Services to which You have access at the time of the fee increase would not apply until the expiration of Your then current billing cycle, unless otherwise specifically provided in our notice to You, and would become effective no sooner than the next time You would be charged for those membership Services. If You do not agree to pay the new price or other applicable charges, You may elect not to renew the membership Services subscription before the price change goes into effect, which cancellation would be effective at the expiration of Your then current billing cycle.
- 3.5. Autorenewal. If You purchase membership Services that renew automatically, such as monthly or annually, You agree that we may process Your payment, using the payment method You authorize on each monthly, annual or other renewal term (based on the applicable billing cycle), on the calendar day corresponding to the commencement of Your membership Services. In addition, You agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding Your purchase and Your submitted payment information in order to process Your purchase. If Your membership Services began on a day not contained in a subsequent month (e.g., Your service began on January 30, and there is no February 30), USA Cricket will process Your payment on the last day of such month. This is what we mean by paying on an autorenewal basis.

4. YOUR SUBMISSIONS

- 4.1. Your Content. You are solely responsible for all content that You upload, post or otherwise transmit via the Services.
- 4.2. Ownership and License of Your Content. USA Cricket makes no claim to ownership of any content You provide to USA Cricket and will not pay any compensation to you with respect to any use of Your content by us or our licensees. USA Cricket shall be free to use or disseminate any content You make available to USA Cricket on an unrestricted basis for any purpose, and You hereby grant USA Cricket and all other users of the Services an irrevocable, perpetual, worldwide, transferable, royalty-free, fully paid up, nonexclusive license, with the right to grant and authorize sublicenses, to use, reproduce, modify, distribute and otherwise exploit such content (including in digital form). You agree that USA Cricket may pass these rights along to others with whom USA Cricket has contractual relationships related to the provision of the Services, solely for the purpose of providing such Services. You represent and warrant that You have proper authorization for the worldwide transfer and processing among USA Cricket and third-party providers of any content that You may provide to USA Cricket. You

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also represent to us that, by submitting content to USA Cricket and granting USA Cricket the rights described in these Terms, You are not infringing the rights of any person or third party. USA Cricket is under no obligation to post or use any of Your content and may remove any content or information at any time in its sole discretion.

- 4.3. Public Information. Please remember that any information and content disclosed publicly through the Services becomes public information, and You should exercise caution when deciding to disclose Your personal information and other content.
- 4.4. Submissions. Unless USA Cricket has entered into a separate written agreement with You that explicitly states to the contrary, You agree that USA Cricket can use and freely exploit any information, feedback, questions, comments or the like that You provide to USA Cricket in connection with the Services (“**Submissions**”) on a non-confidential and non-proprietary basis and the Submissions will become and remain the property of USA Cricket. No compensation will be paid with respect to the use of any Submissions that You provide to USA Cricket. USA Cricket is under no obligation to post or use any of Your Submissions and may remove any Submissions or information at any time in its sole discretion.
- 4.5. Indemnification. You agree to indemnify, defend and hold harmless USA Cricket and its affiliates, and their respective officers, employees, users, licensors and partners, from and against any claim or demand, including reasonable attorneys' fees, made by any third party relating to or arising out of Your content, Your Submissions, or Your use of the Services.

5. NOTICES; MODIFICATION OF TERMS AND/OR SERVICES

- 5.1. Notices. You agree that USA Cricket may provide notice to You via email, regular mail, or posting notices or links to notices on USA Cricket’s website or through the Services.
- 5.2. Modification of Terms and Services. USA Cricket may update or change these Terms, and any other terms, conditions, and notices for the Services from time to time. You understand that USA Cricket reserves the right to make these changes and that You are responsible for regularly reviewing these Terms and other terms, conditions, and notices. Continued access to or use of the Services after any such change shall constitute Your consent to such change. Unless explicitly stated otherwise, any modifications to the Services will be subject to the Terms, as modified from time to time. USA Cricket may also make changes to the Services (including content, product offerings and pricing) at any time and without notice. No modification of these Terms will be binding on USA Cricket unless posted by USA Cricket, or unless in writing and signed by a person authorized to act on behalf of USA Cricket. You should periodically visit our website to review the current Terms.
- 5.3. Termination or Suspension of Services. USA Cricket reserves the right, in its sole discretion, to modify, terminate or suspend Your access to the Services or any portion thereof at any time and for any reason, with or without notice. USA Cricket will not be liable to You or any third party for any modification, suspension, or

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termination of the Services, Your access to the Service, or loss of related information.

6. THIRD PARTY LINKS AND TRANSACTIONS

- 6.1. USA Cricket or its users may provide a link to other sites, including for advertising and promotional purposes, by allowing the user to leave the Services to access third-party material or by bringing the third-party material into the Services via “inverse” hyperlinks and framing technology (each a “**Linked Website**”). USA Cricket has no control over the content on a Linked Website, and is not responsible for the operation of any Linked Website. USA Cricket is offering these links to You as a convenience only, and the fact that USA Cricket has provided or allowed a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers.
- 6.2. USA Cricket urges You to make sure You understand the risks associated with using, retrieving, or relying upon any information found on the internet before using, retrieving, or relying upon any such information from a Linked Website. Your correspondence or business dealings with, or participation in promotions of, advertisers or users other than USA Cricket found on or through our Services are solely between You and such advertiser or other user. USA Cricket will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any Linked Website.

7. USA CRICKET INTELLECTUAL PROPERTY

- 7.1. All materials available through the Services and not provided by users of the Service are the property of USA Cricket, affiliated companies and/or third-party licensors, and are protected by copyrights, trademarks and other intellectual property rights. All trademarks, service marks, and trade names are proprietary to USA Cricket, or affiliated companies and/or third-party licensors.
- 7.2. Except as expressly authorized in writing by USA Cricket, You agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of our content or content of others (including without limitation, text, images, photographs, video, audio, graphics, user interface, and other content provided on the Services, and the selection, coordination, and arrangement of such content (whether by us or by you)) in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software USA Cricket discloses to You. You must not remove, alter or obscure any copyright, patent, trademark or other proprietary or restrictive notice or legend contained or included in any part of the Services, and You shall reproduce and copy all such notices and legends on all copies of any part of the Services that You are permitted to make hereunder, if any. You may use the Services and the contents contained in the Services solely for your own individual non-commercial and informational purposes only. Any other use, including for any commercial

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purposes, is strictly prohibited without our express prior written consent. Any rights not expressly granted herein are reserved.

- 7.3. Any software which may be downloaded through the Services for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

8. DISCLAIMER OF WARRANTIES

- 8.1. YOUR ACCESS TO, USE OF AND RELIANCE ON THE SERVICES IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. USA CRICKET DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
- 8.2. USA CRICKET DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE THROUGH THE SERVICES BY ANY PARTY, OR (B) ANY CONTENT PROVIDED ON OR CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM LINKED WEBSITES.
- 8.3. Some jurisdictions do not allow disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply.

9. LIMITATION OF LIABILITY

- 9.1. USA CRICKET SHALL NOT BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON THE SERVICES BY YOU OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO USA CRICKET OR CONTENT OR SERVICES ACCESSED THROUGH USA CRICKET SERVICES.
- 9.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT USA CRICKET AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS, SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF USA CRICKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE COST OF

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PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE SERVICES.

- 9.3. USA CRICKET'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATING TO THE SERVICES IS LIMITED TO \$100.
- 9.4. To the extent any jurisdiction does not allow the exclusion or limitation of direct, incidental or consequential damages, portions of the above limitations or exclusions may not apply.

10. PRIVACY AND PERSONAL INFORMATION

- 10.1. You consent to the collection, processing and storage by USA Cricket of Your personal information in accordance with the terms of [USA Cricket's Privacy Policy](#). You agree to comply with all applicable laws and regulations, and the terms of USA Cricket's Privacy Policy, with respect to any access, use and/or submission by You of any personal information in connection with the Services.

11. NOTICE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

- 11.1. USA Cricket will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("**DMCA**"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following Designated Agent for the Services:
- 11.2. USA Cricket
Attn: Iain Higgins, Chief Executive, at: iain.higgins@usacriкет.org
- 11.3. For clarity, only DMCA notices should go to the Designated Agent. Any other feedback, comments, requests for technical support, and other communications should be directed to USA Cricket at: postmaster@usacriкет.org.
- 11.4. To be effective, the notification must include the following (please consult Your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements):
- 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

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be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.

- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party 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.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please also note that the information provided pursuant to this notice may be forwarded to the person who provided the allegedly infringing content.

11.5. How to Make a Counter Notification. If You are a registered user of our Services and You feel that material that You have placed online and that has been removed following an infringement complaint is in fact NOT an infringement, You may file a counter notification. Section 512 (g)(3) of the DMCA requires that, to be valid, the counter notification must be written and addressed to our Designated Agent (listed above) and must provide the following information:

- a physical or electronic signature of the subscriber;
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under or an agent of such person.

Our Designated Agent will present Your counter notification to the person who filed the infringement complaint. Once Your counter notification has been delivered, we are allowed under the provisions of Section 512 to restore the removed material in not less than ten or more than fourteen days, unless the complaining party serves notice of intent to obtain a court order restraining the restoration.

If You do not comply with all of the requirements of this Section, Your DMCA notice or counter notification may not be valid. Only DMCA notices and counter notifications should go to our Designated Agent. If You send an email or notice to our Designated Agent without a proper subject line, or for purposes other than communication about copyright claims, we may not acknowledge or respond to Your communication. Any

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other feedback, comments, requests for technical support, and other communications should be directed to postmaster@usacricket.org.

It is our policy to terminate, under appropriate circumstances, any accounts of individuals who are repeat copyright infringers, and reserves the right, in its sole discretion, to terminate any access by individuals for actual or apparent copyright infringement.

12. APPLICABLE LAW

- 12.1. California law and controlling U.S. federal law govern any action related to the Terms and/or Your use of the Services. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms.
- 12.2. USA Cricket makes no representation that the content available through the Services is appropriate for access outside of the United States. Those who choose to access the Services from outside the United States do so at their own initiative and are responsible for compliance with local laws.
- 12.3. Although the Services are accessible worldwide, they are not accessible to all persons or in all geographic locations. USA Cricket reserves the right to limit, in its sole discretion, the provision and quantity of any Service to any person or geographic area it so desires. Any offer for any Service provided by USA Cricket is void where prohibited.

13. **BINDING ARBITRATION.** All disputes under these Terms or related to your use of the Services will be settled through **BINDING ARBITRATION**, except that You or USA Cricket may exert claims in small claims court if the claim qualifies. Any arbitration will take place in Santa Clara County, California, and administered by one arbitrator by the American Arbitration Association ("AAA") under the AAA's then-current Consumer Arbitration Rules, which can be found at www.adr.org or by calling 1-800-778-7879. The arbitrator has the authority to decide all issues of arbitrability, and there is no judge or jury in arbitration. **YOU AND USA CRICKET FURTHER AGREE THAT EACH OF YOU MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.** To begin an arbitration process, please send us a letter requesting arbitration and describing your claim to postmaster@usacricket.org. Notwithstanding any provision in these Terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration is allowed to proceed on a class basis, then neither You nor USA Cricket is entitled to arbitrate the dispute. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on You and USA Cricket and may be entered in any court of competent jurisdiction.

14. GENERAL TERMS

- 14.1. You must not assign or otherwise transfer the Terms or any right granted hereunder. Any assignment in violation of this Section will be void.

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- 14.2. You agree that any material breach of Sections 1, 2, 3, 4, 7, 8, 10, 13 or 14 of the Terms will result in irreparable harm to USA Cricket for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, USA Cricket will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if USA Cricket seeks such an injunction.
- 14.3. Services derived or obtained from USA Cricket may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or Your local laws; (b) not use Services derived or obtained from USA Cricket to design, develop or produce missile, chemical / biological, or nuclear weaponry; and (c) not provide Services, content, or products derived or obtained from the Services to prohibited countries and entities identified in the U.S. export regulations.
- 14.4. Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.
- 14.5. These Terms, including our [Privacy Policy](#), if applicable, is the entire agreement between you and USA Cricket replaces all prior understandings and agreements, oral or written regarding its subject matter. You agree to comply with all applicable laws and regulations. If any legal authority, having the jurisdiction, rules that any part of these Terms is invalid, that section will be removed and the remaining terms will be valid and enforceable.
- 14.6. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.
- 14.7. USA Cricket reserves the right at all times to disclose any information as USA Cricket deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in USA Cricket's sole discretion.
- 14.8. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.