ArbiterSports

Terms of Service

Thursday, April 22, 2010

TERMS AND CONDITIONS

This web page is a legal document (this *"Agreement"*) between you (the *"Subscriber"*) and the Company (defined below). This Agreement states the terms and conditions under which you may use the ArbiterSports Web Site. Please read this Agreement carefully before accessing and using the ArbiterSports Web Site. By using and accessing the ArbiterSports Web Site, you agree that you have read and understand this Agreement and further agree to be bound by this Agreement. If you do not accept this Agreement, do not access and use the ArbiterSports Web Site. The Company may revise this Agreement at any time without notice by updating this Agreement on the ArbiterSports Web Site. You should visit this web page periodically to review this Agreement. Your continued use of the ArbiterSports Web Site means that you accept and agree to any revisions to this Agreement. If you disagree with this Agreement (as amended from time to time) or are dissatisfied with this Web Site, your sole and exclusive remedy is to discontinue using this Web Site.

ARTICLE I: DEFINITIONS

Section 1.01 -- Definitions: The following definitions shall apply:

(1) Access: The term "access" and variants thereof (including, without limitation, "accessing" and "accessible") shall mean to upload to, store data in, retrieve data from or otherwise approach, display, reproduce, frame, establish a Link to, or make use of (directly or indirectly) through electronic means or otherwise.

(2) ArbiterSports Web Site: The term "ArbiterSports Web Site" shall mean the Web Site which is located on the Internet at www.arbitersports.com, including without limitation any and all Company Technology used, incorporated, stored or accessible therein, and made accessible to Subscriber through the Internet using the Password.

(3) Company: The term "Company" shall mean both The Arbiter, LLC, an Indiana limited liability company, and eOfficials, LLC, an Indiana limited liability company, each with offices located at 126 W. Sego Lily Dr., Suite 190, Sandy, UT 84070, and their successors and assigns. References to "Company" shall be interpreted to refer to each of the foregoing companies, as well as to both of the foregoing companies, as appropriate.

(4) Company Marks: The term "Company Marks" shall mean all trademarks, trade names, service marks and trade dress of the Company and parent companies, subsidiaries and affiliates of the Company, including, without limitation, "ArbiterSports."

(5) Company Technology: The term "Company Technology" shall mean any and all Technology developed by or for the Company or its affiliates.

(6) Effective Date: The term "Effective Date" shall mean the date the Subscriber receives the Password from the Company or accesses the ArbiterSports Web Site, whichever occurs first.
(7) Internet: The term "Internet" shall mean that certain global network of computers commonly referred to as the Internet, including (without limitation) the world wide web.
(8) Link: The term "Link" shall mean text, icons, and graphic symbols that, upon selection or activation, link or associate to, execute, access or retrieve an off-screen Web Site or Technology.
(9) Password: The term "Password" shall mean that certain password and Subscriber name assigned by the Company to Subscriber for accessing the ArbiterSports Web Site as may be modified from time to time as provided hereunder.
(10) Policy Statement: The term "Policy Statement" shall mean any written statements of policies (in printed or electronic form) concerning access to the ArbiterSports Web Site as may be adopted by the Company and as modified by the Company from time to time and posted on the ArbiterSports Web Site.
(13) Subscriber: The term "Subscriber" shall mean the individual or entity assigned the Password used to access the ArbiterSports Web Site.
(14) Technology: The term "Technology" shall mean information, data, ideas, works of authorship, computer software, source code, object code, executable code, software libraries, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, interfaces, interface designs, screen displays, Web Sites, web pages, Links, visual works, graphic images, audio, video, compilations, formulas, methodologies, techniques, processes, procedures, adaptations, derivative works, computers, hardware, peripherals, components, networks, product lists, supplier lists and customer lists.
(15) Term: The term "Term" shall mean a period of time starting on the Effective Date and ending on the date either party cancels the Password as provided hereunder.
(16) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the ArbiterSports Web Site except for access during the Term for the exclusive purpose of viewing, browsing, retrieving, uploading and posting information on, and requesting services of the Company through, the ArbiterSports Web Site using the Password on behalf of Subscriber in accordance with this Agreement.
(17) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the ArbiterSports Web Site except for Subscriber and employees and agents of Subscriber authorized by Subscriber to access the ArbiterSports Web Site for purposes of viewing, browsing, retrieving, uploading and posting information on, and requesting services of the Company through, the ArbiterSports Web Site during the Term using the Password on behalf of Subscriber in accordance with this Agreement.
(18) Web Site: The term "Web Site" shall mean a multimedia interactive product which is a compilation of data, information, computer software, graphics, audiovisual, components and coding formatted for use on the world wide web of the Internet and commonly referred to as a web site.

ARTICLE II: SCOPE OF USE

Section 2.01 -- Access: The Company hereby grants Subscriber a non-exclusive, non-transferable and revocable license to access the ArbiterSports Web Site, during the Term, solely for viewing, browsing, retrieving, uploading and posting information on, and requesting services of the Company through, the ArbiterSports Web Site, subject to the terms and provisions of this Agreement.

Section 2.02 -- Policy Statement: During the Term, Subscriber shall comply with any Policy Statement. The Company may modify the Policy Statement from time to time at the exclusive discretion of the Company.

Section 2.03 -- Password: Subscriber's right to use the ArbiterSports Web Site is not transferable. Any Password, account identifier or right given to a Subscriber to obtain information or use the services on the ArbiterSports Web Site is not transferable. Subscriber hereby accepts responsibility for, and shall be liable for, all access to the ArbiterSports Web Site in connection with the Password. Subscriber shall be responsible for the confidentiality of the Password. Subscriber shall immediately notify the Company of any unauthorized use of Subscriber's account or of any other breach of security related to the Password. Modification of the Password shall be subject to the approval of the Company.

Section 2.04 -- Unauthorized Access: Subscriber shall prevent Unauthorized Users from accessing the ArbiterSports Web Site. Subscriber shall also prevent Unauthorized Access to the ArbiterSports Web Site.

Section 2.05 -- Cancellation: The Company may cancel the Password, for convenience and in the exclusive discretion of the Company, upon providing written notice of such cancellation to Subscriber in accordance with Section 5.06 of this Agreement. Upon cancellation of the Password, Subscriber shall immediately cease and desist any and all access to and attempts to access the ArbiterSports Web Site.

Section 2.06 -- Subscriber Submissions: Subscriber understands and acknowledges that Subscriber is solely responsible for all information and materials submitted, transmitted or uploaded to the ArbiterSports Web Site for purposes of using the services provided by the Company. Subscriber represents and warrants to the Company that all such information and material (i) is property of the Subscriber or is provided with the express permission of the owner of such information or material; (ii) is provided by the Subscriber in accordance with all laws applicable to Subscriber's collection, use and transmission of such information and material; (iii) is true, accurate, complete and current at all times; and (iv) may be used, stored and relied upon by the Company without liability to the Subscriber or third parties.

Section 2.07 -- Privacy Policy: The Company's use of Subscriber's confidential information, and Subscriber's responsibilities in connection with protecting Subscriber's privacy, are described in the Company's Privacy Policy, which is incorporated by reference into these Terms of Use.

ARTICLE III: INTELLECTUAL PROPERTY

Section 3.01 -- Ownership and Title: The content, organization, graphics, design, compilation, magnetic translation, digital conversion, Technology and other matters related to the ArbiterSports

Web Site are the property of the Company and are protected pursuant to applicable copyrights, trademarks and other proprietary and intellectual property rights laws. Subscriber is licensed to use the Company's content and services only as specifically set forth herein. Subscriber does not acquire ownership rights to any content, document or other materials viewed, created or downloaded through the ArbiterSports Web Site, with the exception of Subscriber information or data. The Company's posting of information or materials on the ArbiterSports Web Site does not constitute a waiver of any right in such information and materials.

Section 3.02 -- Unauthorized Use: Subscriber shall not copy or download any Company Technology or any material or information from the ArbiterSports Web Site without the prior written consent of the Company. Subscriber shall not access, modify, reverse engineer, reproduce, display, perform or distribute, including without limitation by framing or similar means, the Company Technology without the prior written consent of the Company. Subscriber shall not (directly or indirectly) promote, advertise, market or provide any Web Site similar to or competitive with the ArbiterSports Web Site.

Section 3.03 -- Trademarks: The Company shall retain all rights, title and ownership interests in the Company Marks and goodwill associated therewith. Subscriber acknowledges that, excepting the Company Marks, all other product, service and company names mentioned in the ArbiterSports Web Site may be trademarks of their respective owners.

Section 3.04 -- Proprietary Information: Subscriber shall hold the Company Technology in strict confidence and shall not access or disclose the Company Technology except as otherwise permitted under this Agreement. Subscriber hereby acknowledges and agrees that the Company Technology derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under any applicable law.

Section 3.05 -- No Contest: Subscriber shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of the Company used in connection with the ArbiterSports Web Site.

ARTICLE IV: WARRANTY AND INDEMNIFICATION

Section 4.01 -- Express Warranties: Subscriber hereby acknowledges and agrees that the Company (including officers, employees, agents, directors and independent contractors of the Company) has not made or granted to Subscriber any express warranties concerning the ArbiterSports Web Site or any products and services offered through the ArbiterSports Web Site. Subscriber hereby acknowledges that the ArbiterSports Web Site does not constitute the grant of an express warranty concerning any products and services offered through the ArbiterSports Web Site and Subscriber hereby waives any and all claims of any such warranty.

SECTION 4.02 -- WARRANTY LIMITATION: THE ARBITERSPORTS WEB SITE, AND ALL INFORMATION AND SERVICES CONTAINED OR PROVIDED THEREIN, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED

BY LAW, HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ALL WARRANTIES BY THE COMPANY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE ARBITERSPORTS WEB SITE AND PRODUCTS AND SERVICES OFFERED THROUGH THE ARBITERSPORTS WEB SITE. THE COMPANY DOES NOT WARRANT AND SUBSCRIBER HEREBY WAIVES ANY WARRANTY THAT USE OF OR ACCESS TO THE ARBITERSPORTS WEB SITE BY SUBSCRIBER WILL BE UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT MAKE ANY WARRANTY, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL WARRANTIES, AS TO THE RESULTS OBTAINED FROM USE OF THE ARBITERSPORTS WEB SITE OR SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE ARBITERSPORTS WEB SITE. SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE INTERNET AND THE ARBITERSPORTS WEB SITE SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF SUBSCRIBER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVERNING THE INTERNET AND THE ARBITERSPORTS WEB SITE.

Section 4.03 -- Limitation of Liability: The Company shall not be liable for any lost profits or consequential, exemplary, incidental or punitive damages (including, without limitation, in connection with (i) use, performance or operation of THE ArbiterSports WEB SITE; (ii) use, performance or operation of the Internet or use of the Internet by Subscriber; (iii) loss of data; AND (IV) PRODUCTS AND SERVICES OFFERED THROUGH THE ARBITERSPORTS WEB SITE), regardless of the form of action, whether in contract or in tort, including negligence, AND regardless of whether The Company has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 4.04 -- Limitation of Damages: the sole remedy of subscriber for any reason and for any cause of action whatsoever in connection with this agreement, and products and services offered through the ArbiterSports WEB SITE, regardless of the form of action, whether in contract or in tort, including negligence, shall be REFUNDS OF AMOUNTS PAID TO THE COMPANY, as determined by The Company.

Section 4.05 -- Indemnification: Subscriber shall release, defend, indemnify and hold harmless the Company (including its officers, directors, employees, affiliates, contractors and agents) from and against any expense, loss, cost or liability (including, without limitation, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (i) misuse by Subscriber of the ArbiterSports Web Site or products or services offered through the ArbiterSports Web Site (including, without limitation, any claims for breach of contract, loss of data, libel, slander, invasion of privacy or false advertising); (ii) Subscriber's negligence or any tortious acts (or failures to act) of Subscriber; and (iii) any breach by Subscriber of the obligations of Subscriber under this Agreement.

Section 4.06 -- Links: Subscriber hereby acknowledges that the ArbiterSports Web Site may contain Links to third party Web Sites. Any such Links are provided solely as a convenience to Subscriber and do not constitute an endorsement by the Company of such Web Sites and the third party content therein.

ARTICLE V: MISCELLANEOUS

Section 5.01 -- Entire Agreement: This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all other agreements, representations and understandings between the Company and Subscriber with respect to the ArbiterSports Web Site, the content, products or services provided by or through the ArbiterSports Web Site, and the subject matter of this Agreement.

Section 5.02 -- Amendments and Modifications: This Agreement may be amended at any time from time to time by the Company without specific notice to Subscriber. The latest Agreement will be posted on the ArbiterSports Web Site, and Subscriber should review this Agreement prior to using the ArbiterSports Web Site. Excepting modifications made to any Policy Statement by the Company and modifications made to this Agreement by the Company, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by an authorized representative of the Company.

Section 5.03 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 5.04 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 5.05 -- Governing Law: This Agreement shall be governed by the laws of the State of Utah, without regard to any rules of conflict or choice of laws which may require the application of laws of another state, and venue shall be exclusively in Salt Lake City, Utah.

Section 5.06 -- Subscriber Notice: All notices to Subscriber shall be in writing. Notices to Subscriber shall be deemed delivered when posted conspicuously on the ArbiterSports Web Site or when delivered to Subscriber electronically, by commercial overnight delivery service, by certified or registered mail, return receipt requested, or by hand. Notices to Subscriber shall be deemed given when dispatched. Notices posted conspicuously on the ArbiterSports Web Site or delivered to Subscriber electronically (including, without limitation, electronic mail) shall be deemed written notices.

Section 5.07 -- Company Notice: All notices to the Company shall be in writing. Notices to the Company shall be deemed delivered when delivered by commercial overnight delivery service, certified or registered mail-return receipt requested-or by hand to the address set forth below for the Company. Notices to the Company shall be deemed given on the date notice is received by the Company (as evidenced in the case of certified or registered mail by return receipt).

Company Address

ArbiterSports

126 W. Sego Lily Dr.
Suite 190
Sandy, UT 84070

Section 5.08 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural as the context shall require.

Section 5.09 - Remedies: All remedies under this Agreement are in addition to equitable remedies and remedies provided by law and are cumulative. The parties hereby acknowledge and agree that damages at law will be an inadequate remedy to the Company. In addition to remedies at law and other rights which may be available, the Company shall have the right of specific performance, injunction or other equitable remedy (including, without limitation, the right to such equitable remedies prior to or pending arbitration) in the event of a breach or threatened breach of this Agreement by Subscriber.

Section 5.10 -- Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 5.11 -- Survival: The terms and provisions of this Agreement shall survive cancellation of the Password.

Section 5.12 -- Public Announcements: All public announcements concerning the Company or the relationship of Subscriber and the Company shall be subject to the prior written approval of the Company

Section 5.13 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in Salt Lake City, Utah. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 5.14 -- Litigation Expense: In the event of litigation or arbitration arising out of or relating to this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

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