

Terms of Use Agreement



PLEASE READ THESE TERMS (THIS "AGREEMENT") CAREFULLY BEFORE USING THIS WEBSITE OR ANY OTHER USA BASEBALL PRODUCT OR SERVICE.

1. INTRODUCTION; GENERAL; OWNERSHIP; PROHIBITIONS
2. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
3. COMMUNITY FEATURES
4. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SALES; CUSTOMER SERVICE CONTACT INFORMATION
 - A. Price Modifications; Merchandise and Services Availability
 - B. Customer Service
 - C. Purchasing; Price; Payment
 - D. Sales Tax
 - E. Notifications and Other Terms and Conditions
5. VOTES, CONTESTS, SWEEPSTAKES
6. LINKING
7. DISCLAIMER OF WARRANTIES
8. LIMITATIONS ON LIABILITY
9. INDEMNIFICATION
10. TERMINATION
11. CHOICE OF LAW
12. ARBITRATION; CONSENT TO JURISDICTION IN NEW YORK; ATTORNEYS' FEES
13. MISCELLANEOUS
14. ACCEPTANCE OF TERMS OF USE
15. NOTICE FOR CALIFORNIA CONSUMERS

1. **INTRODUCTION; GENERAL; OWNERSHIP; PROHIBITIONS**

USA Baseball, in association with MLB Advanced Media, L.P. (together with USA Baseball, "Providers"), produces the Official Website of USA Baseball, which encompasses USABaseball.com, USABaseballShop.com, USABaseballPhotos.com and GoldenSpikesAward.com USABaseball.Education, USABat.com, FunAtBat.org, USABMobileCoach.com, and any other USA Baseball website which links to this Privacy Policy (collectively, this "Website"). Use of this Website and all products and services provided and/or distributed (whether via this Website or elsewhere) by USA Baseball are subject to this Agreement. References to this Website and all materials contained in this Website and/or otherwise accessible via other USA Baseball-controlled products or services or USA Baseball-operated interactive media locations will be referred to herein collectively as the "USAB Properties" and individually as an "USAB Property." By using this Website or the other USAB Properties, or by clicking a box that states you agree to this Agreement, you agree to be bound by this Agreement. USA Baseball reserves the right to modify these terms and conditions from time to time, in its sole discretion, and any such changes are effective immediately upon posting to the Website. If you do not agree to this Agreement, do not use the USAB Properties.

Except for Submitted Content (defined below), the USAB Properties are either owned by or licensed to USA Baseball. The applicable owners and licensors retain all rights to the USAB Properties, including, but not limited to, all copyright, trademark and other proprietary rights, however denominated. Except for downloading one copy of the USAB Properties on any single device for your personal, non-commercial home use, you must not reproduce, prepare derivative works based upon, distribute, perform



or display the USAB Properties without first obtaining the written permission of USA Baseball or otherwise as expressly set forth in the terms and conditions of the applicable USAB Properties. The USAB Properties must not be used in any unauthorized manner.

In some instances, this Agreement and separate terms (e.g., an end user license agreement) will apply to the USAB Properties. By using an USAB Property, you acknowledge that you have reviewed all terms and conditions applicable to the product or service in question and agree to be bound by such terms and conditions.

You must not use the USAB Properties, including but not limited to Community Features (defined below), to: (i) transmit, store, embed or otherwise make available any information or material that infringes any right of USA Baseball or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (ii) transmit, store or otherwise make available material which disrupts any of the USAB Properties, imposes an unreasonable or disproportionately large load on any USAB Property infrastructure or otherwise adversely affects, restricts or inhibits any other user from using any of the USAB Properties; (iii) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent or inappropriate, which constitutes hate speech or which adversely affects USA Baseball business, or is otherwise objectionable in USA Baseball's sole determination; (iv) transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (v) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (vi) transmit, store or otherwise make available material which contains any material of a commercial nature, including but not limited to advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters" or solicitation of any kind; (vii) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (viii) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonate players, management, employees of baseball or any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ix) use or attempt to use another's information, account, password, service or system except as expressly permitted; (x) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers or credit or debit card numbers; (xi) use automated scripts to collect information from or otherwise interact with the USAB Properties; and (xii) transmit, store or otherwise make available material which is irrelevant to the subject matter of the applicable USAB Properties.

Third party text, photo, graphic, audio and/or video material, including that provided by Associated Press ("AP"), (collectively, the "Third Party Materials") contained on or incorporated in the USAB Properties shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these Third Party Materials nor any portion thereof may be stored in a device except for personal and non-commercial use. No third party provider, including without limitation AP, will be held liable in any way to any user of an USAB Property, or to any third party who may receive information in the Third Party Materials, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof, or for any damages arising from or occasioned by any of the foregoing.



2. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), USA Baseball has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to this Website or the other USAB Properties (the "Designated Agent"). All such notifications relating to this Website or the other USAB Properties must be a written communication and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- B. 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.
- C. 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 USA Baseball to locate the material.
- D. Information reasonably sufficient to permit USA Baseball to contact the complaining party, such as an address, telephone number, and/or electronic mail address.
- E. 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.
- F. 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.

Claims of infringement which include the above required information must be submitted via postal mail, fax or email to USA Baseball's Designated Agent as follows:

Service Provider: USA Baseball

Full Address of Designated Agent to Which Notification Should Be Sent:

Karen Gaunt, Dinsmore & Shohl, LLP,

255 E. 5th Street

Suite 1900,

Cincinnati OH, 45202

Facsimile Number of Designated Agent: (513) 977-8141

Telephone Number of Designated Agent: (513) 977-8503

E-mail Address of Designated Agent: karen.gaunt@dinsmore.com

3. COMMUNITY FEATURES

The USAB Properties may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (collectively, the "Submitted Content") in connection with various features, including but not limited to profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the "Community Features"). By transmitting your Submitted Content via any USAB Property, you grant, and represent and warrant that



you have the right to grant, to Providers a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

You are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. The USAB Properties may also offer opportunities for you to transmit Submitted Content via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features is subject to the then current terms of use of the applicable third party website or product and not this Agreement, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

In order to participate in Community Features and/or certain other USAB Properties, you may be asked to register an account by providing certain personal information such as your name and/or email address. The Privacy Policy of the USAB Properties explains how we may collect and use such information. In consideration of your use of the applicable USAB Properties, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to Providers; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account. By registering as a confirmed user, you acknowledge that you may receive communications from USA Baseball related to education, baseball programming, and other USA Baseball services and initiatives.

Providers and their third party providers ("Vendors") do not monitor, endorse, edit or screen your Submitted Content, although Providers and their Vendors reserve the right to do so, and neither Providers nor their Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential and your Submitted Content may be read, intercepted by others and widely accessible on the Internet and via other interactive media, and you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via the Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and any of the Providers or between you and any of the Providers' Vendors other than as expressly set forth in this Agreement. You acknowledge that Providers are not responsible for, and cannot and does not guarantee, the accuracy, completeness or reliability of information in any material posted or submitted by any user of the Community Features. You represent that your Submitted Content is an original work by you or you have all necessary rights in it to submit it to Providers under the terms of this Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of this Agreement. If Providers determine, in Providers' sole discretion and judgment, that your Submitted Content violates, or may violate, any of the terms of this Agreement, Providers reserve the right to (a) refuse to allow you to upload or otherwise transmit Submitted Content; (b) remove and delete your Submitted Content; (c) revoke your right to use any Community Features or other USAB Properties; and/or (d) use any technological, legal, operational or other means available to Providers to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your account on any USAB Property.



You are solely responsible for your interactions with other users of the USAB Properties. You may use various features (e.g., the "Flag" within comments sections) of certain Community Features to report violators. We reserve the right, but have no obligation, to monitor disputes between you and other users.

4. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SALES OF PRODUCTS AND SERVICES; CUSTOMER SERVICE CONTACT INFORMATION

USABaseballShop.com ("Shop") allows you to order products supplied by independent merchandise Vendors and the USAB Properties may make available limited merchandise in certain circumstances (collectively, "Merchandise"). From the Ticketing sections of certain USAB Properties, you can, among other things, purchase tickets for USA Baseball games or events ("Tickets"). Via certain USAB Properties, you may be able to subscribe to or download audio, video and audiovisual content, fantasy and other games and other products and services (collectively, "Services"). In addition, you can acquire USA Baseball products and services from locations other than the USAB Properties (e.g., via third party storefronts, including, without limitation, wireless carriers, online music and/or video download and streaming sites, video game console services, third party websites, etc.) (collectively, "Third Party Sales Locations").

ALL PURCHASES ARE SUBJECT TO PRODUCT AVAILABILITY. PROVIDERS EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF THE ACTIVITIES OF ANY VENDOR, THE MERCHANDISE OFFERED BY THE VENDORS, ANY LOSS OR INJURY RESULTING FROM YOUR ACCESS OR INABILITY TO ACCESS THE USAB PROPERTIES, ANY THIRD PARTY SALES LOCATIONS OR ANY PRODUCT OR SERVICE THEREIN, OR ANY LOSS OR INJURY ARISING OUT OF YOUR PURCHASE OR USE OF ANY PRODUCTS, MERCHANDISE, TICKETS OR SERVICES.

The Services and all other products offered via the USAB Properties are provided for your private, non-commercial use, and you may not distribute, modify, translate, rebroadcast, transmit, perform or create derivative works of them.

A. Price Modifications; Merchandise and Services Availability

USA Baseball reserves the right to modify the price of any Merchandise, Tickets, Services or any other products offered via the USAB Properties. Providers are not responsible for any error in copy or images relating to Merchandise, Tickets, Services or any other products offered via the USAB Properties. Any offer to sell any Merchandise, Tickets, Services or any other products offered via the USAB Properties may be discontinued at any time in USA Baseball's sole discretion.

With respect to Merchandise offered and/or sold via the USAB Properties, we cannot confirm the price or availability of an item until you order; however, we do NOT charge your credit or debit card until after your order has entered the shipping process (with the exception of any special order or customized/personalized products, which will be billed immediately after the order is received) or we determine you are the winning bidder. Despite our best efforts, a small number of the items listed in the USAB Properties or in our printed catalogs may be mispriced. If we discover a mispricing, we will do one of the following:



If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.

If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you via email of such cancellation.

The Services and any other applicable products offered via the USAB Properties or Third Party Sales Locations are subject to transmission limitations of the Internet and wireless carriers, which limitations could result in video and/or audio dropouts, rebuffering or other loss of connection.

B. Customer Service

Should you have any questions about a purchase made via the USAB Properties, please call **USA Baseball** Shop Customer Service at 844-703-8178 within the U.S., or e-mail cs@usabaseball.com.

C. Purchasing; Price; Payment

In order to purchase Merchandise, Tickets, Services or any other products via the USAB Properties or via Third Party Sales Locations, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, email address, credit or debit card information and shipping address. The Privacy Policy of the USAB Properties explains how such information provided to the USAB Properties may be collected and used by Providers. With respect to Third Party Sales Locations, the privacy policy of any such Third Party Sales Location applies to the collection and use of your personal information by the operators and/or owners of such Third Party Sales Location. Your ability to make any purchase via the USAB Properties may be subject to limits established by your card issuer. You must notify USA Baseball immediately of any change in your credit or debit card information, including any change to your home address. Providers may bill you at the time the Merchandise, Tickets, Services or any other products offered via the USAB Properties are ordered or shipped, and the appropriate Vendor may bill you at the time your Tickets are ordered or shipped. You must pay all amounts accrued in your account, including sales tax and shipping and handling charges, when due. Providers may in their sole discretion decline service to or terminate any account. Neither Providers nor any Vendor or any operator of any Third Party Sales Location is responsible, and must not be held liable, for any breaches in transaction security by any third party.

By purchasing any Merchandise, Tickets, Services or any other products offered via the USAB Properties, you acknowledge and agree that your credit or debit card (or other payment device or method) is being charged by Providers' payment processor or its vendor. For purposes of this Agreement, such payment processor will be referred to as a "Vendor."

D. Sales Tax

For certain purchases made via the USAB Properties, we are required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the USAB Properties are not exempt from sales or use taxes simply because they are made from the Internet or because we are not required to collect sales or use tax by any particular state or region. Whether any sales tax will be collected on a given purchase and the amount of tax charged depends on a number of factors including whether the seller is subject to tax in a given jurisdiction. The purchaser is



responsible for any applicable taxes not collected by Providers and certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected directly by Providers in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

For Oklahoma purchasers, applicable use tax on purchases made via the USAB Properties may be reported and paid on an Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the Oklahoma Tax Commission website.

For South Dakota purchasers, applicable sales or use taxes on purchases made via the USAB Properties may be reported and paid on the South Dakota use tax form, available with corresponding instructions on the South Dakota Department of Revenue website.

E. Notifications and Other Terms and Conditions

Programming, pricing, terms and conditions of Services, Tickets and other products offered via the USAB Properties are subject to availability and change. Certain Services, Tickets and other products offered via the USAB Properties may be governed by separate terms (e.g., an end user license or similar agreement) which differ from this Agreement. Please refer to the terms and conditions of such Services, Tickets, other products and/or USAB Properties to determine the policies applicable for such other USAB Properties. In the event of any conflict between this Agreement and the terms and conditions provided for any such Service, Ticket, other product or USAB Property, the terms and conditions of the applicable Service, Ticket, other product or USAB Property will govern.

5. VOTES; CONTESTS; SWEEPSTAKES

The USAB Properties may offer you opportunities to vote in connection with certain events and also to participate in contests, sweepstakes or other promotions. By participating in any such event, you signify your agreement to all special terms set forth on the USAB Property applicable to the event as well as the terms of this Agreement.

6. LINKING

The USAB Properties may contain links and pointers to other Internet sites and resources, including, without limitation, Third Party Sales Locations and Third Party Social Networking Features. Links to and from the USAB Properties from or to Third Party Sales Locations, Third Party Social Networking Features and other websites or locations maintained by third parties do not constitute an endorsement by Providers of any such third party website or content. Providers are not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to the administrator of the applicable third party website or location.

7. DISCLAIMER OF WARRANTIES

A. USE OF THE USAB PROPERTIES AND THE PRODUCTS, MERCHANDISE, TICKETS AND SERVICES INCLUDED THEREIN, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.



- B. EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY PROVIDERS AND/OR THE APPLICABLE VENDOR, THE USAB PROPERTIES, AND ALL MATERIALS CONTAINED OR DISTRIBUTED THEREIN, INCLUDING, BUT NOT LIMITED TO, ALL PRODUCTS, MERCHANDISE, TICKETS AND SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- C. PROVIDERS DO NOT WARRANT THAT: (1) THE USAB PROPERTIES OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THE USAB PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE CORRECTED; (3) THE USAB PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES, WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THE USAB PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE ACCURATE OR RELIABLE.

8. LIMITATIONS ON LIABILITY

- A. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERMS AND CONDITIONS OF THE USAB PROPERTIES OR ANY ACT OR FAILURE TO ACT BY PROVIDERS OR THEIR VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE USAB PROPERTIES.
- B. IN NO EVENT SHALL PROVIDERS BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES.
- C. IN NO EVENT SHALL PROVIDERS OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE USAB PROPERTIES INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR PRODUCTS, MERCHANDISE, TICKETS OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF PROVIDERS IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF PROVIDERS OR ANY VENDOR FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USAB PROPERTIES, INCLUDING BUT NOT LIMITED TO ANY PRODUCTS, TICKETS, MERCHANDISE, OR SERVICES AVAILABLE THEREFROM, IS \$50.
- D. IN NO EVENT SHALL PROVIDERS BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE USAB PROPERTIES, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.



9. INDEMNIFICATION

You hereby agree to indemnify and hold the Providers harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (i) your use of the USAB Properties, including but not limited to the products, Merchandise, Tickets and/or Services purchased via the USAB Properties; or (ii) any alleged breach of this Agreement by you.

10. TERMINATION

Providers may change, suspend or discontinue any aspect of the USAB Properties at any time, including the availability of any product, Merchandise, Ticket offering, Service, feature, database or content. Providers may also impose limits on certain offerings and features or restrict your access to parts, or the entirety, of the USAB Properties without notice or liability at any time in Providers' exclusive discretion, without prejudice to any legal or equitable remedies available to Providers, for any reason or purpose, including, but not limited to, conduct that Providers believe violates this Agreement or other policies or guidelines posted on the USAB Properties or conduct which Providers believe is harmful to other customers, to Providers' business or to other information providers. In addition and without prejudice to any other remedy available to Providers, Providers may immediately terminate this Agreement if you breach any term of this Agreement or other operating term set forth by Providers in the USAB Properties. This Agreement may also be immediately terminated at any time by USA Baseball in its sole discretion.

11. ARBITRATION; CONSENT TO JURISDICTION IN NEW YORK; ATTORNEYS' FEES; TIME PERIOD LIMITATION FOR CLAIMS

- A. Any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the USAB Properties (including all commercial transactions conducted through the USAB Properties) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be settled by binding arbitration before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for Consumer-Related Disputes, where applicable. In agreeing to arbitrate all Claims, you and USA Baseball waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in New York County, New York, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. The parties agree that an award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. This arbitration provision shall survive termination of this Agreement.
- B. Subject to the limitations set forth below in this Section 11.B, the arbitrator shall have authority to award legal and equitable relief available in the courts of the State of New York, provided that:



- i. The arbitrator shall not have authority to award punitive damages; and
 - ii. Any and all claims shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. You and USA Baseball agree that the arbitrator shall have no authority to arbitrate any Claim as a class action or in any other form other than on an individual basis.
- C. For any Claims that are not subject to arbitration: (i) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within New York County, New York (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (ii) you and USA Baseball waive any and all rights to trial by jury with respect to any Claims.
- D. In the event that either party initiates a proceeding involving any Claim other than an arbitration in accordance with this Section 11, or initiates a proceeding involving a Claim under Section 11.C other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this agreement to arbitrate and the Forum to which the parties have herein agreed.
- E. To the maximum extent permitted by law, you permanently and irrevocably waive the right to bring any Claim in any forum unless you provide USA Baseball with written notice of the event or facts giving rise to the Claim within one (1) year of their occurrence.

12. CHOICE OF LAW

Any and all Claims arising out of or related to this Agreement or to your use of any product or service distributed by USA Baseball shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. USA Baseball in its sole discretion may amend this Agreement, in which case we will post the amended Agreement within the USAB Properties. Your use of the USAB Properties after such amended Agreement is posted will constitute acceptance of it by you. USA Baseball may be required to notify you of certain events concerning the USAB Properties and your use thereof, and your use of the USAB Properties constitutes acceptance that such notices will be effective upon our posting them on the applicable USAB Properties or, if we elect in our sole discretion, emailing you at an address you have provided to us. Sections 7, 8, 9, 11, 12 and 13 of this Agreement will survive any termination or cancellation of this Agreement. Providers' performance under this Agreement is subject to applicable law and nothing contained herein is in derogation of Providers' rights or obligations to comply with governmental, court and law enforcement requests or requirements relating to your use of the USAB Properties or information provided to or gathered by Providers with respect to such use. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.



14. ACCEPTANCE OF TERMS OF USE

BY USING A USAB PROPERTY, YOU SIGNIFY YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use any of the USAB Properties. USA Baseball may change the terms of this Agreement at any time, and your use of a USAB Property after such change is posted will mean that you accept such change.

15. NOTICE FOR CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of the USAB Properties are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.