

# TERMS OF SERVICE

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## AGREEMENT TO OUR TERMS

We are the College Sports Commission ("**CSC**," "**we**," "**us**," "**our**").

We operate the website <http://collegesportscommission.org> (the "**Site**").

You can contact us by email at [info@collegesportscommission.org](mailto:info@collegesportscommission.org).

All of the members of CSC are tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code, but CSC itself is not a tax-exempt organization. However, because of the tax-exempt status of its members, CSC will operate as a tax-exempt entity in furtherance of its member organizations' exempt purposes.

These terms (the "**Terms**") create a legally binding agreement between you ("**you**") and CSC governing your access to and use of the Site. You hereby agree that by accessing or otherwise using the Site, you have read, understood and agree to be bound by all of these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL, PLEASE DO NOT ACCESS OR OTHERWISE USE THE SITE.

For the avoidance of doubt, the Legal apply only to the Site and not to any of our other products or services, including NIL Go, use of which is governed by the terms that can be found at <https://nilgo.com>, or CAPS, use of which is governed by the terms that can be found at <https://collegeathletepaymentsystems.com>.

## 1. THE SITE

### Your use of the Site

Subject to your compliance with the Terms, CSC hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site. You are not permitted to use the Site in any manner other than interacting with the functionality offered to end users on the Site itself. Any other uses, such as data mining or data scraping or otherwise developing, supporting or using software, devices, scripts, robots or any other similar means or processes, are impermissible. CSC reserves the right to terminate the foregoing license for any reason, including breach of these Terms. CSC reserves the right to change, suspend, discontinue or terminate any part of the Site or limit the availability of features, content and other information thereof, at any time and with or without notice. You agree that CSC will not be liable to you or to

any third party for any change, suspension, discontinuance or termination of the Site or any part thereof.

The rights granted you pursuant to these Terms are subject to the following restrictions: (i) you shall not license, sublicense, reproduce, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Site without the express written consent of CSC, (ii) you shall not modify, make derivative works of, disassemble, decipher, reverse compile or reverse engineer or otherwise attempt to derive the source code for any part of the Site; (iii) you shall not access the Site in order to build a similar or competitive platform or service or download, copy or collect content or other information for the benefit of a third party; (iv) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information or content of the Site without the express written consent of CSC; and (v) you shall not use the Site to do anything unlawful, misleading, discriminatory or fraudulent.

You acknowledge that the Site, and all intellectual property rights therein, are owned by CSC or its licensors, and neither the limited license granted to you in these Terms, nor the provision by CSC of the Site, shall transfer to you or any third party any right, title or interest in or to the foregoing. CSC reserves all rights not granted in these Terms.

## **Your Feedback**

You acknowledge that CSC will treat any feedback, communications, or suggestions you provide to CSC ("Feedback") as non-confidential and non-proprietary. Feedback shall become CSC's property and CSC shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and its derivatives and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, by any means (including use in large language models or other artificial intelligence applications) without acknowledgment or compensation to you.

## **2. THIRD-PARTY WEBSITES AND CONTENT**

CSC may partner with third parties in connection with the Site. In using the Site, you also agree to any applicable terms required by such third parties. For more information on disclosure of personal information to third-parties, please refer to the CSC [Privacy Policy](#).

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Sites") as well as content or items belonging to or originating from third parties ("Third-Party Content"). If you decide to leave the Site and access Third-Party Websites or Third-Party Content, you acknowledge and agree that CSC is not responsible for any such Third-Party Websites or Third-Party Content and that these Terms do not govern such Third-Party Websites or Third-Party Content.

### **3. TERM AND TERMINATION**

Subject to this sentence, these Terms will remain in full force and effect while you use the Site. CSC may terminate these Terms at any time for any reason at our sole discretion, including for any use of the Site in violation of this Agreement. Upon termination of these Terms, your account and right to access and use the Site will terminate immediately. CSC will not have any liability whatsoever to you for any termination of these Terms. The provisions of these Terms that on their face are intended to survive termination shall remain in effect.

### **4. GOVERNING LAW**

To the extent not prohibited by the laws of your state, these Terms shall be governed by the laws of the state of Delaware, without regard to its conflicts of laws rules.

### **5. AGREEMENT TO ARBITRATE**

YOU AGREE THAT: ALL DISPUTES ARISING FROM OR RELATING TO THESE TERMS SHALL BE FINALLY SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES IN EFFECT AT THE TIME OF THE ARBITRATION (THE "JAMS RULES"), EXCEPT AS THEY MAY BE MODIFIED HEREIN OR BY AGREEMENT OF THE PARTIES. THE SEAT OF THE ARBITRATION SHALL BE FAIRFAX COUNTY OR ARLINGTON COUNTY, VIRGINIA, BUT ANY HEARING MAY BE CONDUCTED REMOTELY OR AT SOME OTHER LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR JOINTLY APPOINTED BY THE PARTIES, EXCEPT IF THE SOLE ARBITRATOR IS NOT APPOINTED WITHIN 30 DAYS OF THE DEMAND FOR ARBITRATION, THEN JAMS SHALL APPOINT THE ARBITRATOR PURSUANT TO THE PROCESS IN THE JAMS RULES. THIS ARBITRATION PROCESS WILL BE THE SOLE RECOURSE AVAILABLE TO YOU TO CHALLENGE ANY DETERMINATION. YOU WILL NOT HAVE THE RIGHT TO LITIGATE THIS DISPUTE IN COURT, HAVE A JURY TRIAL ON YOUR CLAIM OR PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING, AND OTHER RIGHTS THAT YOU MAY HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE ARBITRATION PROVISION SET FORTH HEREIN AND ANY ARBITRATION CONDUCTED THEREUNDER SHALL BE GOVERNED EXCLUSIVELY BY THE FEDERAL ARBITRATION ACT TO THE EXCLUSION OF ANY STATE OR MUNICIPAL LAW OF ARBITRATION.

### **6. DISCLAIMER**

CSC MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SITE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND,

INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SITE IS BEING PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CSC DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CSC DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE CSC, ITS AFFILIATES AND MEMBERS FROM AND AGAINST, AND, TO THE EXTENT NOT PROHIBITED BY THE LAWS OF YOUR STATE, COVENANT NOT TO SUE CSC, ITS AFFILIATES AND MEMBERS FOR, ALL CLAIMS YOU HAVE OR MAY HAVE THAT ARE EITHER DIRECTLY OR INDIRECTLY RELATED TO OR ARISE OUT OF THESE TERMS OR ANY INTERACTIONS WITH OR CONDUCT OF THIRD-PARTY WEBSITES OR THIRD-PARTY CONTENT.

## **7. LIMITATIONS OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CSC OR ANY OF ITS AFFILIATES OR MEMBERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE, THIRD-PARTY WEBSITES OR THIRD-PARTY CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. ACCESS TO, AND USE OF, THE SITE, THIRD-PARTY WEBSITES AND THIRD-PARTY CONTENT ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO FIFTY U.S. DOLLARS (\$50). YOU AGREE THAT ANY CLAIM BETWEEN YOU AND CSC MUST BE BROUGHT WITHIN TWO (2) YEARS.

## **8. INDEMNIFICATION**

To the extent not prohibited by the laws of your state, you agree to indemnify, defend (subject to the below) and hold harmless CSC and its affiliates and members, and its and their representatives, officers, employees, designees, agents, and successors, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Site or (ii) your violation of these Terms. You agree to promptly notify us of any such third party claims. CSC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required (and permitted under applicable

laws) to indemnify us, and you agree to cooperate with CSC's defense or settlement of such matters. You agree not to settle any such matter without our prior written consent. CSC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## **9. MISCELLANEOUS**

These Terms may be updated at any time. If required by applicable law or if there are any material changes to these Terms, CSC will provide you notice through the Site or by other means. These changes will be effective immediately. Continued use of the Site following notice of such changes shall mean that you acknowledge and agree to be bound by such changes.