

# TEAM TAILGATE

## Terms of Use

*Effective Date: May 7, 2026*

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### 1. Acceptance of Terms

By downloading, installing, or using the Team Tailgate mobile application (the "App"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, do not use the App.

These Terms constitute a legally binding agreement between you and Team Tailgate ("we," "us," or "our"). We reserve the right to update these Terms at any time. Continued use of the App after changes are posted constitutes your acceptance of the revised Terms.

### 2. Eligibility

You must be at least 13 years of age to use the App. By using the App, you represent and warrant that you meet this requirement. If you are under 18, you represent that a parent or legal guardian has reviewed and agreed to these Terms on your behalf.

The App is intended for use in the United States. We make no representation that the App is appropriate or available for use in other locations.

### 3. User Accounts

To access certain features of the App, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain the security of your password and account credentials
- Notify us immediately of any unauthorized use of your account
- Accept responsibility for all activities that occur under your account

We reserve the right to suspend or terminate your account at our discretion, including for violation of these Terms.

### 4. App Features and Permitted Use

Team Tailgate provides tools for organizing, planning, and coordinating tailgate events, as well as social features for connecting with other fans. You agree to use the App only for its intended purposes and in compliance with all applicable laws and regulations.

You agree NOT to:

- Use the App for any unlawful purpose or in violation of any local, state, national, or international law
- Attempt to gain unauthorized access to any part of the App or its related systems
- Interfere with or disrupt the integrity or performance of the App
- Reverse engineer, decompile, or disassemble any part of the App
- Use the App to transmit spam, unsolicited messages, or harmful content
- Impersonate any person or entity or misrepresent your affiliation with any person or entity

## **5. Paid Features and Subscriptions**

### **5.1 In-App Purchases**

The App may offer premium features, subscriptions, or one-time purchases ("Paid Features"). All purchases are processed through the Apple App Store or Google Play Store, subject to their respective terms and conditions.

### **5.2 Pricing and Billing**

Prices for Paid Features are displayed within the App and are subject to change. Applicable taxes may be added at checkout. By completing a purchase, you authorize the applicable platform (Apple or Google) to charge the payment method associated with your account.

### **5.3 Subscriptions**

If you purchase a subscription, it will automatically renew at the end of each billing period unless you cancel it before the renewal date. You can manage and cancel your subscription through your Apple App Store or Google Play account settings.

### **5.4 Refunds**

All purchases are final. Refund requests are handled by Apple or Google in accordance with their respective refund policies. We do not control and are not responsible for refund decisions made by those platforms.

## **6. Intellectual Property**

All content, features, and functionality within the App — including but not limited to text, graphics, logos, icons, images, and software — are the exclusive property of Team Tailgate and are protected by applicable copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the App for personal, non-commercial purposes. This license does not include the right to:

- Copy, modify, or distribute any part of the App
- Use the App's content for commercial purposes without written consent
- Create derivative works based on the App or its content

## **7. Third-Party Services and Links**

The App may integrate with or contain links to third-party services, including but not limited to Facebook, Apple, and Google ("Third-Party Services"). These integrations are governed by the respective third parties' terms of service and privacy policies.

We are not responsible for the content, privacy practices, or terms of any Third-Party Services. Your use of Third-Party Services is at your own risk.

## **8. Privacy**

Your use of the App is also governed by our Privacy Policy, available at [www.teamtailgateapp.com/privacy](http://www.teamtailgateapp.com/privacy). By using the App, you consent to the data practices described in the Privacy Policy.

## **9. Disclaimers**

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that:

- The App will be uninterrupted, error-free, or secure
- Any defects or errors will be corrected
- The App or its servers are free of viruses or other harmful components

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TEAM TAILGATE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF — OR INABILITY TO USE — THE APP.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR FIFTY DOLLARS (\$50), WHICHEVER IS GREATER.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Team Tailgate and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your use of the App or your violation of these Terms.

## 12. Termination

We may suspend or terminate your access to the App at any time, with or without cause, and with or without notice. Upon termination, your right to use the App will immediately cease.

You may stop using the App at any time. To delete your account, please contact us using the information provided in Section 15.

## 13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the United States and the state in which Team Tailgate is organized, without regard to its conflict of law provisions.

Any disputes arising from these Terms or your use of the App shall first be attempted to be resolved through good-faith negotiation. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA), except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction.

## 14. Changes to These Terms

We reserve the right to modify these Terms at any time. When we make material changes, we will update the "Effective Date" at the top of this page and, where appropriate, notify you through the App or by other means.

Your continued use of the App after any changes to the Terms constitutes your acceptance of the new Terms. If you do not agree to the updated Terms, you must stop using the App.

## 15. Contact Us

If you have any questions, concerns, or requests regarding these Terms, please contact us at:

### Team Tailgate

Website: [www.teamtailgateapp.com](http://www.teamtailgateapp.com)

Email: [feedback@teamtailgateapp.com](mailto:feedback@teamtailgateapp.com)

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*These Terms of Use were last updated on May 7, 2026.*

[www.teamtailgateapp.com](http://www.teamtailgateapp.com)