



## TERMS AND CONDITIONS

NeXus Sports Fundraising ("NeXus") provides its services (as described below) through its website and related features (collectively referred to as the "Services"). These Services include the NeXus Sports Fundraising platform, along with any new features or applications, and are subject to the following Terms of Service (the "Terms"), which may be updated periodically.

For the purposes of these Terms, "NeXus Sports Fundraising," "we," "us," "our," and similar terms refer to the organization with which you are engaging. We reserve the right to modify or change portions of these Terms at our discretion, and any such changes will be communicated by posting updates on this page. Additionally, we will attempt to notify you through reasonable means such as email, platform notifications, or other methods of communication, unless otherwise specified. These changes will generally take effect no earlier than fourteen (14) days after they are posted unless the updates are related to new functionality or legal requirements, which will become effective immediately.

By continuing to use the Services after the changes become effective, you are accepting the updated Terms. Should you choose not to accept the changes, you may discontinue your use of the Services.

In addition to these Terms, when accessing certain aspects of the Services, you may be subject to additional terms and conditions that are applicable to specific features, such as our Privacy Policy located on NeXus Sports Fundraising website. These terms are incorporated by reference into these Terms of Service. However, in the event of any conflict between these Terms and other applicable terms, the Terms outlined here will take precedence. For individuals planning to contribute to a NeXus-hosted fundraising campaign, we also recommend reviewing the Fees section in these Terms of Service.

## ACCESS AND USE OF THE SERVICES

**Services Description:** The Services offered by NeXus Sports Fundraising serve as a platform for users, which may include Campaign Administrators, Contributors (each defined herein), and other registered users who engage with the platform (this could include users who "like" campaigns or otherwise interact with the Services). One of the core features of the platform is that it allows a user (a "Campaign Administrator") to create a fundraising campaign ("Campaign") on the platform to collect financial contributions ("Contributions") from users wishing to support the Campaign ("Contributors"). For the purposes of this document, the term "Campaign Administrator" also refers to any individual(s) designated as a beneficiary of a Campaign. While there are no fees to create a Campaign, a percentage of each Contribution is charged as a service fee. For more information, please refer to our Fees section.

**Charitable Giving:** Campaigns hosted on NeXus Sports Fundraising are not registered charities, and Contributions to these campaigns are not tax-deductible. However, NeXus Sports Fundraising does allow Contributors to donate directly to certain registered charitable



organizations ("Charities") through the platform. Any Contribution made to a Charity through the platform will also be subject to a service fee. It is important to note that NeXus Sports Fundraising itself is not a charity. If your organization is a registered charity and would like to be featured on our platform, please contact us at [support@nexussportsfundraising.com], and we will assist with the registration process. As defined in this Agreement, a "Campaign" does not refer to a Charity, and you acknowledge that Contributions to Campaigns are not tax-deductible under applicable tax laws and regulations in your jurisdiction.

**The Services Are a Platform:** We Are Not a Broker, Financial Institution, Creditor, or Charitable Organization: NeXus Sports Fundraising offers an administrative platform designed to facilitate fundraising efforts. NeXus Sports Fundraising acts as an intermediary between Campaign Administrators and Contributors but is not a party to any agreement between a Campaign Administrator and a Contributor, or between any user and a charitable organization. NeXus Sports Fundraising is not a broker, agent, financial institution, creditor, or insurer for any user. We do not control the conduct of, nor can we verify the accuracy of the information provided by, Campaign Administrators or charitable organizations, and we disclaim all liability in this respect to the fullest extent allowed by applicable law.

NeXus Sports Fundraising does not guarantee that a Campaign will receive a specific amount of Contributions or any Contributions at all. We do not endorse any Campaign, Campaign Administrator, or charitable organization, and we make no warranties, express or implied, regarding the accuracy of information provided by users through the platform. We explicitly disclaim any responsibility for the success or failure of any Campaign or the purpose of any fundraising effort. As a Contributor, it is your responsibility to assess the value and appropriateness of contributing to any Campaign or Campaign Administrator.

We do not, and cannot, verify the information supplied by Campaign Administrators, nor do we guarantee that the Contributions will be used in accordance with the stated fundraising purpose. It is solely the responsibility of the Campaign Administrator or charitable organization to ensure the proper use of funds in compliance with applicable laws. While we are not obligated to verify how funds raised are used, we take potential fraudulent activity and misuse of Contributions seriously. If you suspect that a Campaign Administrator or charitable organization is not using funds for their stated purpose, please notify us at support@nexussportsfundraising.com, and we will investigate the matter.

**Campaign Administrator Responsibilities:** As a Campaign Administrator, you represent, warrant, and agree that (i) all the information you provide regarding your Campaign is accurate, complete, and not intended to mislead, defraud, or deceive any user; (ii) all Contributions received for your Campaign will be used exclusively as described in the materials you post; (iii) you will comply with all applicable laws and regulations in your jurisdiction when soliciting funds, including but not limited to marketing and solicitation laws for your project; and (iv) if you share any personal data of third parties with us (such as names, email addresses, or phone numbers), you have the necessary authority and consent under applicable law to provide us with this information and allow us to use it for the intended purposes. You



authorize NeXus Sports Fundraising to share details of your Campaign with Contributors, beneficiaries, and law enforcement, or assist in any investigation as necessary.

**Registration Obligations:** To access and use certain features of NeXus Sports Fundraising's Services, you may be required to register. By registering, you agree to provide accurate, current, and complete information about yourself as requested in the registration form. Campaign Administrators must register using their true identity, including their real name and any images or videos depicting the Campaign Administrator. Your registration data and other relevant information are managed in accordance with our Privacy Policy. If you are under the age of 13, you are not permitted to use the Services. Furthermore, if you are under the age of majority in your jurisdiction (usually 18 or 19 years old), you may only use the Services with the approval of a parent or guardian. Some aspects of our Services may require registration with third-party service providers (e.g., payment processors or charitable donation processors). While we may assist in facilitating these registrations, we are not a party to these third-party relationships and disclaim responsibility for their performance. Personal data shared with third-party services will only be exchanged in accordance with our Privacy Policy.

**Taxes:** You are solely responsible for determining any tax obligations associated with Contributions received through the Services. It is your duty to assess, collect, report, or remit the appropriate taxes to the relevant tax authorities.

**Account, Password, and Security:** You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account. You agree to (a) immediately notify NeXus Sports Fundraising of any unauthorized use of your account or any breach of security, and (b) log out of your account at the end of each session. NeXus Sports Fundraising is not liable for any loss or damage resulting from your failure to comply with these security obligations.

**Modifications to Services:** NeXus Sports Fundraising reserves the right to modify, suspend, or discontinue the Services (or any portion thereof) at any time, whether temporarily or permanently. We will make every effort to notify you of any such changes. You agree that, to the extent permitted by law, NeXus Sports Fundraising will not be liable for any modification, suspension, or discontinuation of the Services as outlined in these Terms of Service.

**Public Display of Contributions:** As a Contributor, you have the option to display your Contribution publicly, which can be visible to others, including on search engines (such as Google or Yahoo). If you prefer to keep your Contribution private, simply select the "Anonymous" option during the Contribution process. Please refer to our Privacy Policy for more details on how we collect, use, and store your information during your use of the Services.

**General Practices Regarding Use and Storage:** You acknowledge that NeXus Sports Fundraising may establish general guidelines and limits regarding the use of the Services, including but not limited to the maximum duration for which data or content is stored, and the



maximum storage space allocated on our servers. You agree that NeXus Sports Fundraising is not responsible for any loss or failure to store data or content uploaded to the Services. We reserve the right to terminate accounts or Campaigns that are inactive for extended periods of time. NeXus Sports Fundraising may modify these general practices and limits at its discretion and will attempt to notify you of any such changes when required by law.

**Mobile Services:** NeXus Sports Fundraising includes certain features accessible via mobile devices, such as (i) uploading content to the platform via mobile, (ii) browsing the platform from mobile devices, and (iii) accessing features through mobile apps (collectively, the "Mobile Services"). When using these Mobile Services, standard carrier charges, data rates, and other fees may apply. Not all Mobile Services may work with every device or carrier. By using Mobile Services, you agree that NeXus Sports Fundraising may communicate with you via SMS, MMS, or other electronic messaging to your mobile device, and that information about your usage may be shared with us. We will follow all local regulations when communicating with you in this manner. If you change or deactivate your mobile number, you agree to update your NeXus Sports Fundraising account promptly to prevent messages from being sent to the wrong person.

## CONDITIONS OF USE

**User Conduct:** You are solely responsible for all content you upload, post, publish, or display on the NeXus Sports Fundraising platform. This includes, but is not limited to, campaign descriptions, comments, videos, images, information, data, text, and any other materials (collectively, "content"). The following examples outline content and behaviors that are prohibited on NeXus Sports Fundraising. This list is not exhaustive, and NeXus Sports Fundraising reserves the right to investigate any activity that violates these Terms of Service by engaging with public and private entities, including law enforcement, private investigators, and regulatory agencies. NeXus Sports Fundraising may take appropriate actions, such as removing content, suspending or terminating accounts, freezing or placing a hold on funds, and reporting violations to authorities. You agree not to use the platform for the following:

A. Creating or contributing to a campaign that involves any of the following:

- Activities that violate local, state, federal, or international laws
- Fraudulent, misleading, or dishonest content or campaigns
- Illegal drugs, controlled substances, or related paraphernalia
- Weapons, explosives, ammunition, or accessories
- Annuities, investments, or similar financial schemes
- Gambling or any gaming activity that includes entry fees and prizes
- Hate speech, violence, or discrimination based on race, gender, religion, or other factors
- Human trafficking, exploitation, or ransom activities
- Pornographic or sexually explicit content
- Offensive or graphic content
- Criminal defense or support for individuals involved in illegal activities
- Monetary rewards, including gift cards



- Transactions for items not yet in possession of the seller

B. Uploading content that infringes intellectual property rights, contains harmful software (such as viruses), or violates privacy or security.

C. Interfering with or disrupting the platform or servers.

D. Collecting contact information of other users without consent.

**Refund Policy:** To contribute to a campaign, contributors must provide NeXus Sports Fundraising with payment information, such as credit card details. Contributors represent that the information provided is accurate, and they are authorized to use the payment method. All contributions are final and non-refundable, unless NeXus Sports Fundraising determines, at its discretion, that a refund is appropriate.

**Fees:** NeXus Sports Fundraising does not charge upfront fees for starting a campaign. A flat percentage fee is deducted from each contribution: 20% of the first \$8,000 and 10% of all subsequent contributions. Contributors acknowledge and accept the terms of payment processors used by NeXus Sports Fundraising. Fees may change, and notice will be provided on the platform or via email. Continued use of the platform after a fee change constitutes acceptance of the updated terms.

**Account Holds:** NeXus Sports Fundraising may place a hold on campaign funds if it believes the campaign is fraudulent, the funds are misused, or required by law. If a hold is placed, you will be notified, and you may contact us for resolution.

**Withdrawing Contributions:** Campaign administrators can withdraw campaign contributions, minus fees, at any time. Withdrawals may be delayed, and NeXus Sports Fundraising disclaims responsibility for delays or the inability to access funds immediately. It is the campaign administrator's responsibility to request a "Payment Check," which will be received by paper check.

## SHIPPING POLICY

**Effective Date:** September 27, 2024

At NeXus Sports Fundraising, we strive to ensure that your fundraising campaign runs smoothly. This Shipping Policy outlines the process and responsibilities regarding payment checks issued to Campaign Administrators.

### Payment Check Requests

#### 1. Requesting a Payment Check:



- Campaign Administrators have the option to request a "Payment Check" at any point during the campaign process.
  - To initiate this request, the Campaign Administrator must contact NeXus Sports Fundraising through the designated channels.
- 2. Address Verification:**
- Upon receiving a request for a Payment Check, NeXus Sports Fundraising will reach out to the Campaign Administrator to obtain a valid mailing address.
  - It is the responsibility of the Campaign Administrator to provide accurate and up-to-date address information to ensure timely delivery.
- 3. Shipping Method:**
- Once the valid address is confirmed, NeXus Sports Fundraising will issue a paper check and send it via standard mail to the provided address.

## **Liability Disclaimer**

- NeXus Sports Fundraising will not be liable for any delays, losses, or damages associated with the shipping of Payment Checks. This includes, but is not limited to, issues arising from:
  - Incorrect or incomplete address information provided by the Campaign Administrator.
  - Postal service delays or failures.
  - Any other factors beyond the control of NeXus Sports Fundraising.

## **Contact Information**

If you have any questions regarding this Shipping Policy or need assistance with your Payment Check request, please contact us via email: [support@nexussportsfundraising.com](mailto:support@nexussportsfundraising.com)

## **INTELLECTUAL PROPERTY RIGHTS**

**Services Content, Software, and Trademarks:** You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by NeXus Sports Fundraising, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Services Content, in whole or in part. The foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by NeXus Sports Fundraising from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such





blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of NeXus Sports Fundraising, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by NeXus Sports Fundraising.

Other companies, products, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse, be affiliated with, or connected to NeXus Sports Fundraising. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the NeXus Sports Fundraising Trademarks displayed on the Services without our prior written permission in each instance.

**Third-Party Material:** Under no circumstances will NeXus Sports Fundraising be liable in any way for any content or materials of any third parties (including users and Campaign Administrators), including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that NeXus Sports Fundraising does not pre-screen content but NeXus Sports Fundraising and its designees will have the right (but not the obligation), in their sole discretion, to refuse or remove any content that is available via the Services. Without limiting the foregoing, NeXus Sports Fundraising and its designees will have the right to remove any content that violates these Terms of Service or is deemed by NeXus Sports Fundraising, in its sole discretion, to be otherwise objectionable.

**User Content Transmitted Through the Services:** With respect to the content, photos, videos, images, trademarks, logos, brands, or other materials you upload or post through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title, and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights, and rights of publicity or privacy related thereto. By uploading any User Content, you hereby grant and will grant NeXus Sports Fundraising and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising, or marketing thereof, in any form, medium, or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image, or likeness, you hereby release and hold harmless NeXus Sports



Fundraising and its contractors and employees from (i) all claims for invasion of privacy, publicity, or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image, or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image, or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image, or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers, and releases from such person(s) for the benefit of NeXus Sports Fundraising in a manner fully consistent with the licenses, waivers, and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or NeXus Sports Fundraising's exploitation thereof), and that the sole consideration for this agreement is the opportunity to use the Services.

**Copyright Complaints:** NeXus Sports Fundraising respects the intellectual property rights of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have otherwise been violated, you should notify NeXus Sports Fundraising of your infringement claim in accordance with the procedure set forth below.

NeXus Sports Fundraising will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to NeXus Sports Fundraising at [support@NeXusSportsFundraising.com](mailto:support@NeXusSportsFundraising.com) (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

**NeXus Sports Fundraising, LLC**

Attn: Counsel

754 Haley Road, KY, 40065

To be effective, the notification must be in writing and contain the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;





- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed address:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, NeXus Sports Fundraising will send a copy of the counter-notice to the original complaining party, informing them that the removed content may be replaced, or access to it restored, in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, NeXus Sports Fundraising has adopted a policy of terminating, in appropriate circumstances and at NeXus Sports Fundraising's sole discretion, users who are deemed to be repeat infringers. NeXus Sports Fundraising may also, at its sole discretion, limit access to the Services and/or terminate the memberships of any users who infringe on any intellectual property rights of others, whether or not there is any repeat infringement.

### **THIRD-PARTY WEBSITES/SERVICES**

The Services may provide or facilitate, or third parties may provide, links or other access to other sites, services, and resources on the Internet. NeXus Sports Fundraising has no control over such sites, services, and resources, and is not responsible for and does not endorse such



sites, services, and resources. You acknowledge and agree that NeXus Sports Fundraising will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, events, goods, or services available on or through any such site, service, or resource. Any dealings you have with third parties encountered while using the Services are solely between you and that third party, and you agree that NeXus Sports Fundraising is not liable for any loss or claim that you may have against any such third party.

### **SOCIAL NETWORKING SERVICES**

You may enable or log into the Services via various online third-party services, such as social media and networking platforms like Facebook or Twitter ("Social Networking Services"). By logging in or integrating these Social Networking Services into the Services, we enhance your online experience and make it more personalized. To take advantage of this feature, we may ask you to authenticate, register for, or log into these Social Networking Services on the respective providers' websites. As part of this integration, the Social Networking Services will provide us with access to certain information you have shared with them, and we will use, store, and disclose such information in accordance with our Privacy Policy. For more information regarding the implications of activating these Social Networking Services and our use, storage, and disclosure of related information, please refer to our Privacy Policy. However, please remember that the way Social Networking Services use, store, and disclose your information is governed solely by the policies of those third parties, and NeXus Sports Fundraising assumes no liability for the privacy practices or other actions of any third-party site or service that may be connected within the Services.

Furthermore, NeXus Sports Fundraising is not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. Consequently, NeXus Sports Fundraising is not liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such Social Networking Services. NeXus Sports Fundraising enables these features solely as a convenience, and the inclusion of such features does not imply endorsement or recommendation.

### **INDEMNITY AND RELEASE**

You agree to release, indemnify on demand, and hold harmless NeXus Sports Fundraising and its affiliates, along with their officers, employees, directors, and agents, from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, claims, actions of any kind, and injuries (including death) arising out of or relating to your use of the Services, any Contribution or Campaign, any User Content, your connection to the Services, your violation of these Terms of Service, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend



to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you reside in another jurisdiction—within or outside the United States—you waive any comparable statute or doctrine.

#### **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEXUS SPORTS FUNDRAISING AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NEXUS SPORTS FUNDRAISING AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

#### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NEXUS SPORTS FUNDRAISING NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF NEXUS SPORTS FUNDRAISING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM (I) THE USE OR INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEXUS



SPORTS FUNDRAISING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY, OR OTHERWISE), OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID NEXUS SPORTS FUNDRAISING IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

#### **DISPUTE RESOLUTION BY BINDING ARBITRATION:**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most user concerns can be resolved quickly and satisfactorily by emailing NeXus Sports Fundraising support at [support@NeXusSportsFundraising.com](mailto:support@NeXusSportsFundraising.com). In the unlikely event that our user support team is unable to resolve a complaint you may have (or if NeXus Sports Fundraising has not been able to resolve a dispute with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction. Arbitration, which is often cheaper, faster, and less formal than a lawsuit in court, utilizes a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

#### **ARBITRATION AGREEMENT**

NeXus Sports Fundraising and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- Claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of these Terms of Service.

**TERMINATION:** You agree that NeXus Sports Fundraising, in its sole discretion, may suspend or terminate your account (or any part thereof) or your use of the Services, and remove and



discard any content within the Services under reasonable circumstances. This includes, but is not limited to, instances of inactivity or if NeXus Sports Fundraising believes that you have violated or acted inconsistently with the intent of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity may be reported to the appropriate law enforcement authorities. You acknowledge that any termination of your access to the Services may occur without prior notice. NeXus Sports Fundraising may immediately deactivate or delete your account and all related information and files, and/or restrict further access to such files or the Services, where permitted under these Terms of Service. You agree that NeXus Sports Fundraising will not be liable to you or any third party for any termination of your access to the Services.

**USER DISPUTES:** You agree that you are solely responsible for your interactions with any other users in connection with the Services, and NeXus Sports Fundraising will not have any liability or responsibility in this regard. While NeXus Sports Fundraising reserves the right to intervene, it is under no obligation to become involved in any disputes between you and other users of the Services.

**GENERAL:** These Terms of Service represent the entire agreement between you and NeXus Sports Fundraising and govern your use of the Services, superseding any prior agreements. Additional terms and conditions may apply when you use affiliate or third-party services, content, or software. These Terms of Service will be governed by the laws of the State of New York, without regard to its conflict of law principles. For any disputes not subject to arbitration, you and NeXus Sports Fundraising agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Shelby County, KY. The failure of NeXus Sports Fundraising to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision is found to be invalid by a court of competent jurisdiction, the parties agree that the court should strive to effectuate the parties' intentions as reflected in that provision, and the remaining provisions will continue to be in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising from your use of the Services or these Terms of Service must be filed within one (1) year after such claim arose or be forever barred. A printed version of this agreement, along with any electronic notices, will be admissible in judicial or administrative proceedings in the same manner as other business documents originally generated in printed form. You may not assign these Terms of Service without prior written consent from NeXus Sports Fundraising; however, NeXus Sports Fundraising may assign or transfer these Terms, in whole or in part, without restriction. A failure to enforce any rights does not constitute a waiver of those rights. Section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be sent via email or regular mail. The Services may also provide notices regarding changes



to these Terms or other matters by displaying notices or links to notices generally on the Platform.