

## Experience Youth Baseball, Inc.

### Privacy Policy

Updated December 22, 2023.

Thank you for choosing to be part of our community at Experience Youth Baseball (“**Company**”, “**we**”, “**us**”, or “**our**”). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy, or our practices with regards to your personal information, please contact us at Support@ExperienceYouthBaseball.com.

When you visit our website <https://eybgiving.org>, or any mobile application, and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy policy, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our Sites, Apps and our services.

This privacy policy applies to all information collected through our website (such as <https://eybgiving.org>), mobile application, (“**Apps**”), and/or any related services, sales, marketing or events (we refer to them collectively in this privacy policy as the “**Services**”).

**Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.**

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### 1. WHAT INFORMATION DO WE COLLECT?

#### Personal information you disclose to us

***In Short:** We collect personal information that you provide to us.*

We collect personal information that you voluntarily provide to us when registering at the Services or Apps, expressing an interest in obtaining information about us or our products and services, when participating in activities on the Services or Apps (such as posting messages in our online forums or entering competitions, contests or giveaways) or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Services or Apps, the choices you make and the products and features you use. The personal information we collect can include the following:

**Publicly Available Personal Information.** We collect first name, maiden name, last name, and nickname; current and former address; phone numbers; email addresses; business email; business phone number; and other similar data.

**Personal Information Provided by You.** We collect financial information (credit card number, purchase history, invoices); app usage; and other similar data.

**Payment Data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by our gateway and processing partner. You may find their privacy policy link(s) on the payment gateway.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

### **Information automatically collected**

***In Short:** Some information — such as IP address and/or browser and device characteristics — is collected automatically when you visit our Services or Apps.*

We automatically collect certain information when you visit, use or navigate the Services or Apps. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services or Apps and other technical information. This information is primarily needed to

maintain the security and operation of our Services or Apps, and for our internal analytics and reporting purposes, and to provide location-based services.

Like many businesses, we also collect information through cookies and similar technologies.

**Online Identifiers.** We collect cookie identifiers, or others such as the ones used for analytics and marketing; device's geolocation; devices; applications; tools and protocols, such as IP (Internet Protocol) addresses; and other similar data.

### **Information collected through our Apps**

***In Short:** We may collect information regarding your geo-location, mobile device, push notifications, when you use our apps.*

If you use our Apps, we may also collect the following information:

- ***Geo-Location Information.*** We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- ***Mobile Device Access.*** We may request access or permission to certain features from your mobile device, including your mobile device's calendar, contacts, reminders, social media accounts, microphone, and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- ***Mobile Device Data.*** We may automatically collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.
- ***Push Notifications.*** We may request to send you push notifications regarding your account or the mobile application. If you wish to opt-out from

receiving these types of communications, you may turn them off in your device's settings.

## 2. HOW DO WE USE YOUR INFORMATION?

***In Short:** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Services or Apps for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt-out of our marketing emails at any time (see the "[WHAT ARE YOUR PRIVACY RIGHTS](#)" below).
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.

- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services or Apps.
- **To post testimonials.** We post testimonials on our Services or Apps that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and testimonial. If you wish to update, or delete your testimonial, please contact us at [Support@ExperienceYouthBaseball.com](mailto:Support@ExperienceYouthBaseball.com) and be sure to include your name, testimonial location, and contact information.
- **Request Feedback.** We may use your information to request feedback and to contact you about your use of our Services or Apps.
- **To protect our Services.** We may use your information as part of our efforts to keep our Services or Apps safe and secure (for example, for fraud monitoring and prevention).
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To enforce our terms, conditions and policies for Business Purposes, Legal Reasons and Contractual.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To deliver services to the user.** We may use your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **For other Business Purposes.** We may use your information for other Business Purposes, such as data analysis, identifying usage trends,

determining the effectiveness of our promotional campaigns and to evaluate and improve our Services or Apps, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable personal information without your consent.

### **3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?**

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share data based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information in a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Vendors, Consultants and Other Third-Party Service Providers.** We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Services or Apps, which will enable them to collect data about how you interact with the Services or Apps over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.
- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Third-Party Advertisers.** We may use third-party advertising companies to serve ads when you visit the Services or Apps. These companies may use information about your visits to our Website(s) and other websites that are contained in web cookies and other tracking technologies in order to provide advertisements about goods and services of interest to you.
- **Other Users.** When you share personal information (for example, by posting comments, contributions or other content to the Services or Apps) or otherwise interact with public areas of the Services or Apps, such personal information may be viewed by all users and may be publicly distributed outside the Services or Apps in perpetuity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our Services or Apps, and view your profile.



#### **4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?**

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Policy.

#### **5. DO WE USE GOOGLE MAPS?**

***In Short:** Yes, we use Google Maps for the purpose of providing better service.*

This website, mobile application, or Facebook application uses Google Maps APIs. You may find the Google Maps APIs Terms of Service [here](#). To better understand Google's Privacy Policy, please refer to this [link](#).

By using our Maps API Implementation, you agree to be bound by Google's Terms of Service. You agree to allow us to obtain or cache your location. You may revoke your consent at anytime.

#### **6. HOW LONG DO WE KEEP YOUR INFORMATION?**

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than the period of time in which users have an account with us .

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## **7. HOW DO WE KEEP YOUR INFORMATION SAFE?**

***In Short:** We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, transmission of personal information to and from our Services or Apps is at your own risk. You should only access the services within a secure environment.

## **8. WHAT ARE YOUR PRIVACY RIGHTS?**

***In Short:** You may review, change, or terminate your account at any time.*

If you have questions or comments about your privacy rights, you may email us at [joeya@rocksportsgroup.com](mailto:joeya@rocksportsgroup.com)

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services or Apps. To opt-out of interest-based advertising by advertisers on our Services or Apps visit <http://www.aboutads.info/choices/>.

**Opting out of email marketing:** You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we will still need to send you service-related emails that are necessary for the administration and use of your account

## **9. CONTROLS FOR DO-NOT-TRACK FEATURES**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy policy.

## **10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?**

***In Short:*** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services or Apps, you have the right to request removal of unwanted data that you publicly post on the Services or Apps. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services or Apps, but please be aware that the data may not be completely or comprehensively removed from our systems.

## **11. DO WE MAKE UPDATES TO THIS POLICY?**

***In Short:*** Yes, we will update this policy as necessary to stay compliant with relevant laws.

We may update this privacy policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

## **12. HOW CAN YOU CONTACT US ABOUT THIS POLICY?**

If you have questions or comments about this policy, you may email us at [joeya@rocksportsgroup.com](mailto:joeya@rocksportsgroup.com) or by post to:

Experience Youth Baseball

6758 S 13<sup>th</sup> St

Oak Creek, WI 53154

United States

## **HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?**

Based on the laws of some countries, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: [eybgiving.org](http://eybgiving.org). We will respond to your request within 30 days.

## **Terms and Conditions**

### **END USER LICENSE AGREEMENT**

Last updated December 22, 2023

The use of the Experience Youth Baseball website and mobile applications platform is licensed to You (End-User) by Experience Youth Baseball located at 6758 South 13<sup>th</sup> Street Oak Creek, WI 53154, United States (hereinafter: Licensor), for use only under the terms of this License Agreement.

By downloading the Application from the Apple AppStore and Google PlayStore, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple and Google are not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance and support thereof. Experience Youth Baseball, not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that are in conflict with the latest [App Store Terms of Service](#). Experience Youth Baseball acknowledges that it had the opportunity to review said terms and this License Agreement is not conflicting with them.

All rights not expressly granted to You are reserved.

ARBITRATION AND CLASS ACTION WAIVER: EXCEPT AS OTHERWISE DESCRIBED BELOW, BY USING THE APPLICATIONS, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO

PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

## **1. THE APPLICATION**

Experience Youth Baseball (hereinafter: Application) is a software platform created to assist users in managing and implementing fundraising campaigns. The platform assists users in running online fundraisers for sale of product, donation, and discounts. It has a fundraiser page for individuals and allows Fundraiser participants to sell their products and collect payment. It provides a dashboard for the fundraiser organizer to oversee the progress of a fundraising campaign. Customers of the fundraiser can access their discounts from the application as well as purchase products or donate money. Apple and Google Experience Youth Baseball does not monitor data entered into the application by users and is not responsible for its accuracy or content.

The Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if Your interactions would be subjected to such laws, You may not use this Application. You may not use the Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## **2. SCOPE OF LICENSE**

**2.1** You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the licensed Application on any Apple-branded Products that You (End-User) own or control and as permitted by the Usage Rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and

used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

**2.2** This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

**2.3** You may not share or make the Application available to third parties (unless to the degree allowed by the Apple and Google Terms and Conditions, and with Experience Youth Baseball's prior written consent), sell, rent, lend, lease or otherwise redistribute the Application.

**2.4** You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with Experience Youth Baseball's prior written consent).

**2.5** You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

**2.6** Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

**2.7** Licensor reserves the right to modify the terms and conditions of licensing.

**2.8** Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.



**2.9** You understand and acknowledge that Experience Youth Baseball makes no representations concerning the 501(c)(3) status of any organizations using the platform to run their campaigns, and makes no representations concerning tax deductibility of contributions made through the use of its platform. Experience Youth Baseball is not a broker, financial institution or charitable institution. It provides an administrative platform only and has no control over the conduct of those using its platform. Experience Youth Baseball is not responsible for the conduct of those using its Application and disclaims all liability for the conduct of those using its Application. Experience Youth Baseball makes no representations concerning the tax consequences of contributions made through the use of its platform. It is Your sole responsibility to assess, collect, report and/or remit the correct tax, if any, to the appropriate taxing authority.

### **3. TECHNICAL REQUIREMENTS**

**3.1** The Application requires the use of the latest version of firmware on both iOS and Android.

**3.2** Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

**3.3** You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

**3.4** Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE AND SUPPORT**

**4.1** The Licensor is solely responsible for providing any maintenance and support services for this licensed Application. You can reach the Licensor at the email address listed in the App Store Overview for this licensed Application.

**4.2** Experience Youth Baseball and the End-User acknowledge that Apple and Google has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

## **5. USE OF DATA AND APPLICATION**

**5.1** You acknowledge that Licensor will be able to access, adjust and use Your downloaded licensed Application content and Your personal information, as well as any data loaded into the Application by You or other users. This information may include names, mailing addresses, phone numbers, email addresses, sales data, financial information and other profile information. We may utilize this information to help us resolve conflicts with or between users, develop, operate or deliver our products, and for other purposes reasonably associated with the Application and the services and products supplied by Experience Youth Baseball. We may also use personal information to identify users and provide services or to notify users of other products and services being made available by Experience Youth Baseball. Information may also be used for data analysis, auditing or to improve Experience Youth Baseball services. For further information about our privacy policy, please review Experience Youth Baseball's privacy policy. The privacy policy governs in the event of any conflict between it and this agreement.

**5.2** You are solely responsible for all descriptions, comments, images, information, data, text, software, music, sound, photographs, or other materials that You upload, publish, post or display via the Application. ("User Content"). Experience Youth Baseball reserves the right to remove User Content that is, in its sole discretion, inappropriate for users, many of whom are students and minors. Without limitation, You agree that You will not use the Application to engage in any activity that violates any law or governmental

regulation, or is fraudulent, misleading, inaccurate or dishonest. Experience Youth Baseball reserves the right to remove or alter Content as it deems appropriate and in its sole discretion. You understand and acknowledge that Experience Youth Baseball does not control or monitor all data as it is entered. It is up to each user to accurately enter content and to use the Application for appropriate purposes. Experience Youth Baseball is not responsible for the accuracy or appropriateness of content. Each user agrees not to use the Application for inappropriate or illegal purposes. Each user is responsible for the accuracy, completeness and appropriateness of the content the user enters into the Application.

**5.3** Activities deemed by Experience Youth Baseball, in its sole discretion, to be an inappropriate use of the Application may be terminated by Experience Youth Baseball in its sole discretion. You agree that Experience Youth Baseball may suspend or terminate Your account or use of the Application and remove or discard any data or content You have uploaded to the Application if Experience Youth Baseball believes You have violated or acted inconsistently with the spirit of these Terms and Conditions or acted in a manner that is inappropriate in light of the nature of the Application as a fundraising tool directed in large part at schools and charitable organizations. Experience Youth Baseball may terminate accounts and remove users, including fundraising organizers, in its sole discretion with or without cause. Experience Youth Baseball does not provide any guarantee to users of a continuing right to utilize the Application and reserves the right to terminate any user at any time in Experience Youth Baseball's sole discretion.

## **6. LIABILITY**

**6.1** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EXPERIENCE YOUTH BASEBALL 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 EXPERIENCE YOUTH BASEBALL 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 THE INABILITY TO USE THE APPLICATION; (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 APPLICATION; (III) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE AVAILABLE THROUGH THE APPLICATION; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APPLICATION; OR (VI) ANY OTHER MATTER RELATING TO THE APPLICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EXPERIENCE YOUTH BASEBALL'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 EXPERIENCE YOUTH BASEBALL IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

**6.2** Licensors take no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to licensed Application.

## **7. WARRANTY**

**7.1** Licensors warrant that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensors warrant that the Application works as described in the user documentation.

**7.2** No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Experience Youth Baseball's sphere of influence that affect the executability of the Application.

**7.3** You are required to inspect the Application immediately after installing it and notify Experience Youth Baseball about issues discovered without delay by e-mail provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been mailed within a period of thirty (30) days after discovery.

**7.4** If we confirm that the Application is defective, Experience Youth Baseball reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

**7.5** In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.

**7.6** If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

## **8. PRODUCT CLAIMS**

Experience Youth Baseball and the End-User acknowledge that Experience Youth Baseball, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

(i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation,

## **9. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that You are not listed on any U.S. Government list of prohibited or restricted parties.

## **10. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

Experience Youth Baseball, LLC  
6758 South 13<sup>th</sup> Street  
Oak Creek, WI 53154  
United States  
joeya@rocksportsgroup.com

## **11. TERMINATION**

The license is valid until terminated by Experience Youth Baseball or by You. Your rights under this license will terminate automatically and without notice from Experience Youth Baseball if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

## **12. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Experience Youth Baseball represents and warrants that Experience Youth Baseball will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the “Instructions for Minimum Terms of Developer’s End-User License Agreement,” Apple and Google and Apple’s subsidiaries shall be third-party beneficiaries of this End User License Agreement and – upon Your acceptance of the terms and conditions of this license agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

## **13. INTELLECTUAL PROPERTY RIGHTS**

Experience Youth Baseball and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User’s possession and use of that licensed Application infringes on the third party’s intellectual property rights, Experience Youth Baseball, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

#### **14. APPLICABLE LAW**

This license agreement is governed by the laws of the State of Montana excluding its conflicts of law rules.

#### **15. INDEMNITY AND RELEASE**

You are solely responsible for the accuracy, propriety and substance of any content You enter into the Application. You are further solely responsible for any representation You make to others in connection with Experience Youth Baseball and/or the products and services offered through its website. You agree to release, indemnify on demand and hold Experience Youth Baseball and its officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to Your use of the Application, Your violation of these Terms and Conditions or Your violation of any rights of another. If You are a California resident, You waive California Civil Code Section 1542, which says: "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 are a resident of another jurisdiction—in or outside of the United States—You waive any comparable statute or doctrine.

#### **16. DISCLAIMER OF WARRANTIES**

YOUR USE OF THEAPPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXPERIENCE YOUTH BASEBALL 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.

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

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT EXPERIENCE YOUTH BASEBALL IS NOT RESPONSIBLE FOR ANY CONTENT ENTERED BY USERS AND IS NOT RESPONSIBLE FOR FULFILLING ANY PROMISES OR REPRESENTATIONS MADE BY USERS OF THE APPLICATION. YOUR SOLE REMEDY FOR A MISREPRESENTATION; FAILURE TO PROVIDE PRODUCTS, SERVICES OR DISCOUNTS ORDERED THROUGH THE APPLICATION; OR A DEFECT OR PROBLEM WITH ANY PRODUCT, SERVICE OR DISCOUNT ORDERED THROUGH THE APPLICATION, SHALL BE AGAINST THE PERSON OR ENTITY ENTERING THE CONTENT INTO THE APPLICATION AND/OR OFFERING THE PRODUCT, DISCOUNT OR SERVICE THROUGH THE APPLICATION.

YOU FURTHER UNDERSTAND AND AGREE THAT EXPERIENCE YOUTH BASEBALL IS NOT ITSELF A PRODUCER OR SELLER OF ANY PRODUCT, SERVICE OR DISCOUNT OFFERED THROUGH ITS APPLICATION AND THAT ANY CLAIMS RELATING TO SUCH MUST BE MADE DIRECTLY AGAINST THE PRODUCER OR SELLER.

## **17. MISCELLANEOUS**

**17.1** If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

**17.2** Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

## Refund Policy

There is no federal law that requires charitable 501c3 organizations to return donations. Generally speaking, once a charitable organization has accepted a gift or donation, there is no legal obligation to return it. Doing so might result in tax implications for the charitable organization and donor.

That said, the company policy for Experience Youth Baseball is to always try to do the right thing which includes the consideration of refunding a donation based on a **donor's request within 30 days of the donation/purchase**.

Refund requests should be made via email to [joeya@rocksportsgroup.com](mailto:joeya@rocksportsgroup.com). Factors considered in the refund will include the size of the gift, the state's regulations, and the impact of returning the gift. Refund approvals are made by Experience Youth Baseball, in their sole discretion.