

AD2GO – Athletic Department To-Go!

User Agreement

Please read this End-User License Agreement ("Agreement") before downloading or using AD2GO - Athletic Department To-Go! (the "Application"). This Agreement contains a binding arbitration clause that impacts your rights about how to resolve disputes. Please read it carefully.

By downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Shepherds SSTEAM, and it governs your use of the Application made available to you by Shepherds SSTEAM.

If you do not agree to the terms of this Agreement, do not download or use the Application.

The Application is licensed, not sold, to you by Shepherds SSTEAM for use strictly in accordance with the terms of this Agreement.

License Grant

Shepherds SSTEAM grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Application or make the Application available to any third party.
- b) copy or use the Application for any purpose other than as permitted under the above section 'License'.
- c) modify, make derivative works of, disassemble, decrypt, reverse-compile, or reverse engineer any part of the Application.
- d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Shepherds SSTEAM or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Shepherds SSTEAM.

User Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Shepherds SSTEAM with respect to the Application shall remain the sole and exclusive property of Shepherds SSTEAM.

Shepherds SSTEAM shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Application

Shepherds SSTEAM reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Application Updates

Shepherds SSTEAM may occasionally provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Shepherds SSTEAM has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Application may display, include, or make available third-party content (including data, information, applications, and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Shepherds SSTEAM shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Shepherds SSTEAM does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Privacy Policy

Shepherds SSTEAM collects, stores, maintains and shares information about you in accordance with our Privacy Policy.

By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

Term & Termination

This Agreement shall remain in effect until terminated by you or Shepherds SSTEAM.

Shepherds SSTEAM may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Shepherds SSTEAM, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Shepherds SSTEAM's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold Shepherds SSTEAM and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

Disclaimer of Warranties

THE APPLICATION IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SHEPHERDS SSTEAM, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SHEPHERDS SSTEAM PROVIDES NO WARRANTY OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Without limiting the foregoing, neither Shepherds SSTEAM nor any Shepherds SSTEAM's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Shepherds SSTEAM are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some, or all of the above exclusions and limitations may not apply to you.

GDPR Compliance is your Responsibility

This application may assist a Controller, Data Processor, or Data Protection Officer (DPO) with efforts to meet the obligations and rights enacted under the EU General Data Protection Regulation (GDPR).

Your use of this application does not guarantee that your organization is successfully meeting its responsibilities and obligations of GDPR. Organizations should assess their unique responsibilities and ensure extra measures are taken to meet any obligations required by law and based on a data protection impact assessment (DPIA).

Use of the Application is at Your Own Risk

Shepherds SSTEAM is not a law firm and is not providing legal advice. Any use of the Application or information relating to the Application to meet compliance obligations is at your own risk. Shepherds SSTEAM and any of its employees, contractors, or attorneys who participated in providing the information expressly disclaim any warranty. No employee of Shepherds SSTEAM, contractor, or attorney is authorized to provide you with any advice about meeting your legal compliance obligations.

Limitation of Liability

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF SHEPHERDS SSTEAM AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

To the maximum extent permitted by applicable law, in no event shall Shepherds SSTEAM or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Shepherds SSTEAM or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Arbitration

In the event, the parties are not able to resolve any dispute between them arising out of or concerning this Agreement, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties.

The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its costs and reasonable

attorney's fees. The parties agree to arbitrate all disputes and claims in regards to this Agreement or any disputes arising as a result of this Agreement, whether directly or indirectly, including Tort claims that are a result of this Agreement. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of this Agreement.

Governing Law

The laws of North Carolina, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

For Government End Users

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Export Compliance

You may not export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained.

In particular, but without limitation, the Application may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

Amendments to this Agreement

Shepherds SSTEAM reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is a material change, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

Entire Agreement

The Agreement constitutes the entire agreement between you and Shepherds SSTEAM regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Shepherds SSTEAM.

You may be subject to additional terms and conditions that apply when you use or purchase other Shepherds SSTEAM's services, which Shepherds SSTEAM will provide to you at the time of such use or purchase.