

## TERMS OF SERVICE

### Important - Read Carefully

This website is operated by Cincinnati Sports League, LLC ("CSL"). By accessing, browsing, visiting or in any way using this website (the "Site", or "Website") or by submitting any information or completing any forms on the Site, you agree that you are subject to these terms and conditions and the terms and conditions of any policy referenced herein (collectively the "Terms of Service"). The Terms of Service is a binding agreement between CSL and you. If you do not agree to any of these terms, you may not use the Website.

CSL reserves the right, at its discretion, to update or revise this Agreement. Although we may attempt to notify you when major changes are made to the Terms of Service, you should periodically review the most up-to-date version. Your continued use of the Site following any posted revisions constitutes your agreement to such changes.

### Using the CSL Services

Subject to the restrictions of the Terms of Service, CSL grants you permission to access and use the Website and to submit User Content (as defined below). In order to access some features of the Website, you will have to create an account. When creating an account, you agree to provide accurate and complete information. You are solely responsible for the activity that occurs on your account. You agree to keep your password confidential and you may not share your password or permit anyone else to access your account. CSL is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge and you hereby waive any such claim against CSL.

### How You May Use Our Materials

The content of this Site may include Company Content which is created, developed or aggregated by CSL and made available on this Site and User Content which is content that a registered user of the Site may submit, post, or transmit to, or using, the Site. Content on the Website is being provided to you **AS IS** for your information and personal use only. The views expressed on the Site do not necessarily reflect those of CSL (collectively, the "Content").

CSL is not responsible for, and does not represent or endorse the accurate or reliability of, any User Content. CSL is not responsible for monitoring the appropriate nature of such Content nor its accuracy, usefulness, safety or intellectual property rights. Because CSL does not endorse or control such Content found in these services, **IT MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL LIABILITY WITH REGARD TO THE ACCURACY OR RELIABILITY OF ANY SUCH CONTENT.**

The Company Content is protected by copyright under both United States and foreign laws. You may download and use a single copy of the materials found on the Website for your personal, noncommercial use only, provided that any such copy that you make of the material bears any copyright, trademark or other proprietary notice located on the Website which pertains to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the Content. All such rights are retained by CSL or any third party owner of such rights.

### How We May Use Information You Provide To Us

Any User Content, including, but not limited to any feedback, data, answers, reviews, questions, opinions, advice, statements, recommendations, comments, suggestions, ideas, photos, videos, audio or the like which you submit to CSL or post on the Site are public and not private communications which may be read by others. CSL will treat such User Content as non-confidential and nonproprietary and you agree that any such information you choose to provide may be reproduced, used, and distributed by CSL for any purpose without restriction.

You are solely responsible for your User Content and you hereby agree that any such User Content shall comply with the Terms of Services. In connection with submitting any User Content, you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize CSL to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Website and the Terms of Service.

CSL is not obligated to monitor the User Content. However, CSL may, at its sole discretion, edit, decline to post, or remove any User Content or any information or materials or any portion thereof. Additionally, other users may flag any User Content as inappropriate. CSL will automatically remove any User Content which has been flagged and such information will be reviewed. If CSL removes the User Content, you can assume that it was removed purposefully and you should take our warning notification seriously. Violations of the Terms of Service may result in a warning notification or termination of your account.

### License to CSL

In submitting any User Content, you are granting CSL a perpetual, royalty-free, irrevocable, nonexclusive, transferable, fully paid, and fully sublicenseable worldwide right and license to publish such content, and to store, translate, distribute, copy, display, perform, modify or otherwise use the content for any purpose whatsoever, including, but not limited to marketing or advertising materials, and to exercise all copyright and rights of publicity over the material displayed in the User Content, in any existing or future media, now known or later developed. You also waive any "moral rights" or rights of attribution or integrity in such content. You also grant CSL, its affiliates and sublicensees the right to use your nickname or any identifying information that you submit with your User Content. You agree that this license includes a right for CSL to make such User Content available to other companies, organizations or individuals with whom CSL has relationships for the provision of syndicated services, and to use such content in connection with the provisions of those services. You understand that CSL, in performing the

required technical steps to provide services to its users, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit CSL to take those actions. No compensation will be paid for CSL's use of the User Content.

#### **No Unlawful Or Prohibited Use**

Your rights to use the Website are limited to the rights specifically granted to you hereunder. You agree not to use the Website or services offered on the Website for any purpose that is unlawful or prohibited by the Terms of Service and/or any applicable law, ordinance, or regulation.

No areas of this Site may be used by you for any commercial purposes. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "scripts," "webcrawlers," or "offline readers," that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period using a conventional on-line web browser. Notwithstanding the foregoing, CSL grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose, and solely to the extent necessary, for creating publicly available searchable indices of the materials, but not caches or archives of such materials. CSL reserves the right to revoke these exceptions, either generally or in specific cases.

#### **Anti-Spam Policy**

While we encourage you to refer friends, family, colleagues, and others to use the Website, you may do so only through methods that are consistent with the terms and conditions of your own internet service provider as well as prevailing standards of acceptable internet use and behavior. In particular, you may not use the Website, name, trademarks, or other intellectual property of CSL in conjunction with sending of unsolicited email, or cause to be used CSL's equipment, network connectivity or other resources to originate, deliver, relay, or otherwise transmit unsolicited emailed messages. You may not engage in any of these prohibited activities by using the service of any other provider, third-party agent, remailing service, or address forwarding service, in such a way that CSL's network addresses or services are in any way identified as being associated with the sending of unsolicited mail. Incidents of "spamming" or similar inappropriate behavior should be reported to us.

#### **Notification and Procedure for Making Claims of Copyright Infringement**

It is CSL's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. You may notify CSL if your work has been copied in a way that you believe constitutes copyright infringement. In compliance with Title 17, United States Code, Section 512(c)(2), CSL has designated a Copyright Agent to receive any such notification. The complete details of providing such notification is located in the Copyright policy on this Website.

#### **Third Party Sites**

This Site may link you to other Sites on the Internet ("Linked Sites"). The Linked Sites are not under CSL's control, and CSL is not responsible for the content of any Linked Sites, including without limitation the accuracy, copyright compliance, legality, or decency of the Linked Sites or any links contained therein. These links are provided for your convenience, and do not imply endorsement of the Linked Sites by CSL or any association with its operators. If you choose to send personally-identifying information to Linked Sites, you do so at your own risk. We do not control the collection or use of this information, and we make no representations about the privacy policies or practices of other Sites. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other Website that you visit.

#### **How You May Use Our Marks**

CSL, our logo, and all related design marks and slogans are the trademarks or service marks of CSL or its subsidiaries or affiliates. You are not authorized to use any CSL name or mark in any advertising, publicity, or any other commercial manner without the prior written consent of CSL.

#### **Disclaimer of Warranties/Limitation of Liability**

The Website, and all content and services included in or available through this website are provided "AS IS" and "AS AVAILABLE." CSL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IN NO EVENT SHALL CSL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DAMAGES. Some jurisdictions do not permit the exclusion of certain warranties; these exclusions may not apply to you.

#### **Indemnity**

You agree to defend, indemnify, and hold harmless CSL and its employees, agents, directors, officers, and shareholders from and against all liabilities, claims, damages, and expenses (including without limitation reasonable attorney's fees and costs) arising out of your use of the Services, your breach or alleged breach of this agreement, and your breach or alleged breach of the intellectual property or proprietary or other rights of third parties.

#### **Termination**

CSL reserves the right to terminate your access to the Site or to any or all of the Services at any time without notice for any reason whatsoever.

**General**

You acknowledge that the Website is solely based in Ohio is a passive Website that does not give rise to personal jurisdiction over CSL, either specific or general, in jurisdictions other than Ohio. The Terms of Service shall be governed by the substantive laws of the State of Ohio without regard to its conflict of laws principles. Any claim or dispute between you and CSL that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Hamilton County, Ohio. The Terms of Service, together with the Privacy Policy and any other legal notices published by CSL on the Website, shall constitute the entire agreement between you and CSL concerning the Website. If any provision of the Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect. No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and CSL's failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision. CSL reserves the right to amend the Terms of Service at any time and without notice, and it is your responsibility to review the Terms of Service for any changes. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

364650.1  
11/8/2008