

## USER AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

SupportMyClub.org ("SMC") require that all visitors ("you") to its site, SupportMyClub.org, and its other sites (collectively, the "Sites"), agree to all of the terms and conditions in this User Agreement ("UA"). By accessing and using the Sites, you indicate your acknowledgment and acceptance of this UA. As used in this Agreement, "we," "our," and "us" means SMC unless otherwise indicated.

Who is SupportMyClub.org?

SMC is a 501(c)(3) not-for-profit corporation. We at SMC aim to improve public education by engaging citizens in fulfilling the needs of high school clubs and teams. The Sites provide you with access to an online collection of information, materials and services related to SMC and its work, including text, pictures, photographs, audio and video, graphics, logos, marks and images (collectively, "Content"), as well as software used in accessing the Sites, displaying the Content, and utilizing the functionality offered through the Sites ("Software"), all of which are subject to this UA. Unless stated otherwise, any new Content and Software added to the Sites and all revisions, modifications, and enhancements to the Sites, the Content or the Software will be covered by this UA effective upon the date of each such addition.

Eligibility.

Use of the Sites is void where prohibited. By using the Sites, you represent and warrant that (1) all information you submit is truthful and accurate; (2) you are 18 years of age or older or have received parental consent and supervision when using the Sites; and (3) your use of the Sites does not violate any applicable law or regulation. Your use of the Sites may be terminated without warning if we believe you are in violation of any of these conditions.

Binding Agreement.

By using any Site, you agree to be bound by this UA, whether you are a visitor, Club or Donor. The use of the Sites (including, without limitation, photographs or images), by you, or anyone else authorized by you, is prohibited except as allowed by this UA. There are specific terms of use applicable to Donors and Club, which are described below.

SMC's Privacy Policy is a Part of this Agreement.

We are committed to protecting the privacy of any personal information you may provide to us when you use the Sites. Please see our Privacy Policy below for details. This UA includes and incorporates by reference SMC's Privacy Policy. By accepting the terms of this UA, you agree to abide by the terms of this Privacy Policy.

Our Proprietary Materials.

We welcome you to our Sites and we invite you to use it within the following rules:

1. You may use the Sites, Content and Software solely as and for the purposes stated on the Sites and as described in this UA.
2. You may make one copy of relevant Content for your non-commercial use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. Beyond that, no text, logo, graphic, sound, image, photograph or Software published on or underlying the Sites may be copied, modified, published or otherwise distributed or used without the prior express written permission of SMC.
3. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, hyperlink to, promote, frame, download, cache, store for subsequent use, create derivative works from, transfer, or sell any information or Content displayed on or obtained from the Sites, in any manner, without your receipt of the prior written authorization of SMC.
4. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software underlying the Sites to a human perceivable form.

The information on the Sites, the design and layout of the Sites, the Content and Software contain elements protected by trade dress, copyright, or other laws, and may not be copied or imitated in whole or in part, except as specifically stated on the Sites or in this UA. All Content, Software and materials on and underlying the Sites are copyright (c) 2012 Support My Club, Inc. or are licensed or otherwise used by SMC with permission. Except where noted otherwise, all rights to these materials are reserved by SMC or their respective owners. "SupportMyClub.org", the SupportMyClub.org logo are trademarks and service marks of Support My Club, Inc., which reserves all rights to its marks and logos. Individuals appearing on the Sites do so with permission; names and photographs of individuals may not be copied, downloaded or otherwise used.

All Site Content and functionality, and all Software underlying the Sites, may be changed or updated by us from time to time, without notice. Although SMC cannot monitor the conduct of users of the Sites, it is a violation of this UA to use the Sites or any information obtained from the Sites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any person featured on the Sites. Any unauthorized use of the Sites, the Content or Software may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes.

Disclaimers.

We make reasonable efforts to provide a Site that is safe and accurate, but can make no warranties. SMC retains the right to restrict use of the Sites, in any manner it deems appropriate.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SITES, THE CONTENT AND SOFTWARE IS AT YOUR SOLE RISK. ALL CONTENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SMC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMC MAKES NO WARRANTY THAT (i) THE CONTENT AND SOFTWARE ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE; (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR SOFTWARE WILL BE RELIABLE; AND (iii) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

#### Limitation of Liability.

IN NO EVENT SHALL SMC, ITS EMPLOYEES, AGENTS, AFFILIATES, DIRECTORS, OFFICERS, REPRESENTATIVES, SUBCONTRACTORS, ADVISORS AND VOLUNTEERS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITES (COLLECTIVELY "SMC AND ITS AFFILIATES") BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES OR LOSS OF PRODUCTS, USE OF DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OF ANY OF THE SITES OR ANY LINKED SITE (AS DEFINED BELOW), OR INABILITY TO USE THE SITES, CONTENT OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE SMC AND ITS AFFILIATES AND TO PARTICIPATE IN ANY CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITES.

YOU UNDERSTAND AND AGREE THAT SMC AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR EQUIPMENT OR NETWORK FAILURE WHATSOEVER, AND THAT SMC AND ITS AFFILIATES WILL NOT BE LIABLE WHATSOEVER FOR ANY DAMAGES OR INJURY THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THE SITES, EVEN IF THERE IS NEGLIGENCE BY SMC OR AN AUTHORIZED SMC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH.

SMC neither warrants nor represents that your use of Content, Software or any other materials displayed on the Sites will not infringe rights of third parties.

#### Third Party Websites.

The Sites may provide links to other websites ("Linked Sites") as a convenience to you. Such Linked Sites are not maintained by SMC, thus SMC is not responsible for the content, products, services or policies or activities of those Linked Sites. The inclusion of any link to such Linked

Sites does not imply endorsement by SMC of the Linked Sites.

Third Party Websites Seeking to Hyperlink to the Sites.

We welcome appropriate hyperlinks to our Sites. By publishing a hyperlink to our Sites on your website, you warrant that the content of your website is appropriate and consistent with the stated purposes of the Sites and SMC. If this is not the case, please do not link to any Site. SMC reserves the right to rescind the right to link to its Sites at its sole discretion.

Use of any SMC trademark, service mark or other intellectual property or content provided by SMC for a hyperlink to a Site is permitted and licensed by SMC solely for the purposes described on the Sites, and you shall not otherwise copy, modify, publish, use or distribute such trademarks, service marks or other intellectual property or content. Upon request by SMC, you shall immediately remove any hyperlink to the Sites, and discontinue use of any trademarks, service marks or other intellectual property or content provided by SMC.

Making Donations through SMC.

SMC is a non-profit marketplace that brings Donors together with Clubs in order to provide students with the activities and materials they need to learn. Here, 100% of each donation made through SMC goes directly to fund the charitable program for which it was given, unless the Donor indicates that a specific portion of the donation may be used for administrative purposes.

Included in the "product cost" of items that we fulfill are: shipping charges, sales tax, credit card processing fees (regardless of payment method), and a 15% fulfillment fee which covers the staffing cost of posting and procuring item requests, donor thank you note processing, and community service tracking. All Donors are subject to the specific Donor terms described below.

All donations are tax deductible to the fullest extent allowed by law. You may view a copy of our annual financial statements and federal tax return online by clicking on the links or you can obtain them by writing to:

Support My Club, Inc.  
Attn: Financial Operations  
4340 E. Indian School Rd. #21-501  
Phoenix, AZ 85018

Special Provisions Relating to Donors

Thank you for your interest in funding a student request at SupportMyClub.org. By clicking the "I Agree" button during the sign-up process for donations, the following additional terms of the UA apply to those users who sign up for a donor account and/or donate to a request on the Sites ("Donor").

## Donor Representations

By applying to become a Donor, you promise that:

1. You are a U.S. citizen at least 18 years old or if under 18 years old are acting with parental consent and under parental supervision;
2. All information you provide to SMC is accurate, and you will update the information to keep it accurate; and
3. Any donation you make is legal in your jurisdiction.

## Donor Responsibilities

You will be responsible for the use and maintenance of the confidentiality of your user ID and password (which you will receive upon completing the process of registering as a Donor) for access to Donor-restricted portions of the Sites, and shall not share your ID and password with anyone else. You agree not to use the account, username, or password of another Donor or Club at any time or to disclose your password to anyone else. You agree to exit from your account at the end of each session and to immediately notify SMC of any unauthorized use of your password or account. You are solely responsible for any and all use of your account and for any actions that take place using your account. All suggestions and comments you provide become the intellectual property of SMC.

In addition to the rights of SMC described elsewhere in this UA, you agree that descriptions of the proposed activity, the photographs of students and the thank-you notes, and other materials that SMC may send you regarding each request you fund are solely for your personal, non-commercial use and may not be distributed, displayed or copied in any way. Recognizing the critical importance of these restrictions in protecting the rights and privacy of the participants, you agree that any breach by you of any of these restrictions may cause SMC and others to suffer irreparable loss, damage and harm in an amount not easily ascertained, and therefore agree that SMC may immediately seek an injunction against you to stop your distribution, display, or copying of any such materials and you waive any objection to the scope or venue of such an action.

## Services Provided by SMC

We verify that each Club is in fact an officially recognized club at its school (e.g. by reviewing completed constitutions and/or bylaws, verifying school official approval, etc). We review, verify and calculate the cost of each Club request before we post it on the Sites for Donors to view. Our efforts include, but are not limited to, screening the proposed student requests for compliance with the SupportMyClub.org eligibility requirements, restricting Clubs to addresses that have been provided by the school system as correct school locations, confirming the existence of

requested materials, and determining a cost for the request. Whenever practical, we purchase the necessary materials ourselves and arrange for them to be delivered directly to the Club's school. For all donations, we arrange to the best of our ability for a Club letter, photographs of students engaged in the activity and student thank-you notes to be sent to the Donor(s) after student receipt of the item(s).

We take reasonable steps to protect the privacy of any personal and financial information you may provide to us when you donate through the Site as described in our Privacy Policy.

SMC reserves the right to exclude any Donor from use of the Sites, in SMC's sole discretion. All directions and requirements stated on the Sites regarding Donors or donations shall apply to any donation offered or made by you.

#### Disclaimers

If, for any other reason, the request cannot move forward (i.e., the Club no longer operates at the specified school or no longer requires the requested materials, or the Club is no longer in good standing with SMC, etc.), all donations made to the request will be reallocated to our general item matching fund and used to procure other student needs.

SMC cannot be responsible for the success of any proposed or funded requests or for the activities (or lack thereof) of the Clubs or students participating in any proposed or funded requests.

#### Special Provisions for Clubs

Thank you for your interest in submitting a request for a SupportMyClub.org item. By clicking the "I Agree" button during the process to sign up for funding requests, the following additional terms of the UA apply to those users who sign up for a Club account and/or to post a Club funding request on the Sites ("Clubs"):

#### Club Representations

By submitting a request, you promise that:

1. You are a teacher, librarian, guidance counselor, coach or other public school employee directly serving students (review our Club eligibility guidelines) and a current employee or registered volunteer at the school you note;
2. The item you propose is legal and falls within the standards of your board of education; all information you provide to SMC is accurate, and you will promptly update the information to keep it accurate;
3. Any requests you submit are solely for you and your Club and are not on behalf of any other

Club or class; and

4. You have full rights to any ideas, descriptions and materials you submit to SMC, and that you (and not SMC) are solely responsible for such submission, including its legality and appropriateness, and that all such materials are your original creations and use by SMC will not infringe on any rights of any third party.

### Club Responsibilities

You will be responsible for the use and maintenance of the confidentiality of your user ID and password for access to Club-restricted portions of the Sites, and shall not share your ID and password with anyone else. You agree not to use the account, username, or password of another Member at any time or to disclose your password to anyone else. You agree to only have one account; please note that multiple accounts are prohibited. You agree to exit from your account at the end of each session and to immediately notify SMC of any unauthorized use of your password or account. You are solely responsible for any and all use of your account and for any actions that take place using your account.

In addition to the rights of SMC described elsewhere in this UA, you agree that descriptions of the proposed activity, the photographs of students and the thank-you notes, and other materials that SMC may send you regarding each request you fund are solely for your personal, non-commercial use and may not be distributed, displayed or copied in any way. You agree to provide student thank-you notes that do not contain any of the personal information that will identify the student. Recognizing the critical importance of these restrictions in protecting the rights and privacy of the participants, you agree that any breach by you of any of these restrictions may cause SMC and others to suffer irreparable loss, damage and harm in an amount not easily ascertained, and therefore agree that SMC may immediately seek an injunction against you to stop your distribution, display, or copying of any such materials and you waive any objection to the scope or venue of such an action.

From time to time, SMC or a third party on SMC's behalf may send you emails regarding important information regarding your use of the Sites. Even if the electronic communication system that sends such emails to your account contains an "opt-out" feature, you acknowledge and agree that it is your responsibility to be aware of the information contained in these emails.

### Rights You Grant to SMC

While you retain ownership in the works you create such as the request submissions (except for the photographs you take, as discussed below), as to all information or materials created by you and communicated or submitted to SMC through the Sites and all materials (except for the photographs) which you send to SMC after the receipt of the item(s), you hereby grant to SMC a perpetual, irrevocable, worldwide, non-exclusive, fully paid and fully sub licensable license to use the submission and request materials, and portions thereof, in furtherance of SMC's purposes and activities and to promote SMC and its programs, in any medium, and SMC may copy, publish,

display, create derivative works and make other uses of the submission and request materials (in whole or in part) and license others to do the same, for SMC's purposes, whether or not your request is funded.

SMC reserves the right to exclude any Clubs from use of the Sites, in SMC's sole discretion.

#### Your Responsibilities Should Your Request Be Funded

If your request is approved by SMC (in SMC's sole discretion), posted on a Site and funded, you agree to use the materials or funds received solely as stated in the request and in a manner directed by SMC. You agree that requested resources will be used by students or to provide a student experience as described in your request. You will use SMC's funds and materials only for the request SMC has approved, and agree to follow all other instructions as provided or directed by SMC regarding the funded activity. You understand that the promptness and thoroughness with which you return the photographs and thank-you notes may effect how many requests you are allowed to submit in the future.

#### Disclaimers

SMC will not be required to treat any Submission or Request as confidential.

#### Termination

You may terminate this UA by destroying all materials obtained from the Sites, cancelling your Donor or Club account, as applicable, and stopping all use of the Sites. SMC may terminate this UA immediately at will for any reason, in its sole judgment, without warning or prior notice. Upon termination, you must destroy all materials obtained from the Sites and stop all use of the Sites.

#### Miscellaneous

This UA is governed by the laws of the State of Arizona, USA and controlling United States federal law without regard to its choice of law or conflicts of law provisions. You agree that any action to resolve or enforce any dispute or arbitration award regarding use of the Sites or this UA will be brought exclusively in the federal or State courts located in Phoenix, Arizona. If any provision is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

#### Resolution of Disputes

**THIS UA CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Any controversy or claim arising out of or relating use of any Site shall be settled by binding



arbitration in accordance with the commercial arbitration rules of the American Arbitration Association to be heard and adjudicated by one arbitrator to be mutually chosen by you and SMC. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Phoenix, Arizona, and claims regarding the judgment of the arbitrator (including entry of judgment on the arbitration award) may be brought and shall be subject to the exclusive jurisdiction of the State and federal courts located in Phoenix, Arizona, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. Either you or SMC may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in Phoenix, Arizona, as may be necessary to protect the rights or property of you or SMC pending the completion of arbitration.

#### Indemnification

You agree to indemnify and hold SMC and its Affiliates harmless from and against any and all loss, liability, claims, causes, actions, damages or penalties, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) your use of any Site in breach or violation of any term of this UA; (2) your violation of any law or regulation; (3) breach of your representations and warranties as set forth herein; or (4) any content you provide to SMC.

#### Contact SMC

If you have any questions about the Sites or this UA, you may contact us via e-mail at [info@supportmyclub.org](mailto:info@supportmyclub.org). We are always glad to hear your questions and comments.

#### Entire Agreement

This UA, including the terms specifically applicable to Donors and Clubs, and other policies and notices SMC may post on the Sites necessary for access to Donor and Club portions of the Sites, constitute the entire agreement between SMC and you in connection with your use of the Sites, hyperlinks to the Sites and the Content and Software displayed on the Sites, and supersedes any prior agreements between SMC and you regarding such matters, including prior versions of this UA. SMC may update this UA from time to time by posting revised versions of this UA on the Sites, without notice to you except that the effective date at the top of this UA will change and your subsequent use of the Site is governed by that new UA. The terms of this UA are effective until terminated by SMC, at any time without notice. In the event of termination, the disclaimers, limitations of liabilities and indemnities set forth in this UA will survive.

This User Agreement was last updated on 3/1/2022.