

**IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING.**

This is an agreement between you ("You") and D1Scout (the "Company"). The entities are all under the same ownership, and when referring to D1Scout in this policy, all three entities are being spoken for. "We" and "Us" means both You and the Company.

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## Terms of Use

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### OWNERSHIP AND COPYRIGHT

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade names contained on this web site (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Company or its licensors, as the case may be. Any graphic elements created by the Company for use on your site remain the exclusive property of the Company.

# **d1scout.com** Terms of Service

## **PERMITTED USE**

The Company hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download the Content.

## **RESTRICTIONS ON USE**

You agree that You will not: (i) distribute the Content for any purpose including without limitation compiling an internal database, redistributing or reproduction of the Content by the press or media or through any commercial network, cable or satellite system; or (ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Company or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

## **INDEMNITY**

You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of: (i) any information or other content You provide on or through this web site or which is sent to the Company by e-mail or other correspondence; or (ii) Your use or misuse of the Content or this web site, including without limitation infringement claims

## **INTERPRETATION**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

## **ENTIRE AGREEMENT**

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the Company with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## **SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum

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extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

## ENUREMENT

This Agreement shall inure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

## ONLINE REGISTRATION & RECEIVING PAYMENTS

If your organization has chosen to implement the Online Registration module, Tournament Manager, Online Store with online payments and or credit card processing, that tool will be added to the secure section of d1scout.com. This site has been encrypted and secured in using GoDaddy SSL technology and the GoDaddy Secure Certificate. You must also have a PayPal business account and have already been approved by D1Scout to use these facilities. If you do not have a PayPal business account and require use of credit card facilities D1Scout can manage the process on your behalf however D1Scout will place in reserve a portion of the transactions to mitigate risks which include, but are not limited to transactional activity, customer disputes, type of business, credit attributes, delivery and customer satisfaction time frames. The portion placed in reserve is based on transaction volume and the frequency of charge backs and or disputes. Reserves are funds that belong to you, but are set aside to ensure your account can cover transaction liabilities. You will be notified if your reserve settings are adjusted in the future. In order to set your system to accept payments please contact your D1Scout representative or support@d1scout.com.

There is a fee of 4% on all credit card transactions for use of these facilities. Once the transaction is complete, You will be responsible for all refunds, disputes and or chargebacks. The funds will be directly deposited from your D1Scout site to your PayPal account. D1Scout LLC. does not distribute sell or otherwise exploit this information in any way.

## PAYMENT POLICY

D1Scout allows users to pay online for website services, hosting, team management, registration fees, tournament participation fees, printing services, enrolment fees and other related activities. The receipt and confirmation page that you receive upon completion of the process will serve as your successfully received "goods".

### **If you have been approved to use PayPal for your transactions:**

You are independently responsible for complying with all applicable laws in all of your actions related to your use of PayPal's services, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

### **Prohibited Activities**

**You may not use the PayPal service for activities that:**

1. violate any law, statute, ordinance or regulation
2. relate to sales of (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (e) items that are considered obscene, (f) items that infringe or violate any copyright, trademark, right

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of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (g) certain sexually oriented materials or services, or (h) ammunition, firearms, or certain firearm parts or accessories, or (i) ,certain weapons or knives regulated under applicable law

3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the following Money Service Business activities: the sale of traveler's checks or money orders, currency exchanges or check cashing, or (g) provide certain credit repair or debt settlement services
4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent
5. violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices
6. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

## RETURN AND DELIVERY POLICIES

All sales made through the D1Scout Online Registration are final. After completing online payment, you are brought immediately to a receipt and confirmation page. This page acknowledges that you have completed the process and the process payment. You are instructed to print that page for your records. This page is your receipt and your product. This receipt should be kept as a ongoing record of your successful payment completion. This receipt is also emailed to your specified address and a record of your order is also kept on the D1Scout Network, you may log into your D1Scout Site to view a record of the order.

There are no refunds through D1Scout, LLC. If you decide not to utilize the services for which you paid, you have the right to refrain from participating, however, no refunds are available. All sales through the D1Scout Online Registration system are final.

If you have questions about this return policy or need assistance contacting your organization that is serviced by D1Scout please contact us by emailing [support@d1scout.com](mailto:support@d1scout.com) or by calling 914-502-3000.

## TERMINATION

This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Company, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

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## CHOICE OF LAW; JURISDICTION

These Terms of Use will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Westchester County, New York, and you consent to the jurisdiction of such courts.

## TOURNAMENT LIST USE AND POSTING DISCLAIMER

**D1Scout is providing this as a service to the amateur sports community and assumes no responsibility or liability for the information provided and its intended use.**

We are not the AAU, USSSA, USBA, NCAA or any other entity or organization. This is not their website and they do not sponsor this website in any way. Go to their websites for official organization information. Click on the Logos located on the Tournament Listing Service home page to visit the respective websites.

**D1Scout LLC. does not take any responsibility regarding this data. Use of this data is completely at your own risk.**

Note that regardless of the "Invite" does not automatically mean that the event is sanctioned by the listing organization or party. . Check with each tournament director to determine if a tournament is sanctioned to compete under its respective organizations umbrella. We ask AAU tournament directors to post their official AAU sanction number in our database for any sanctioned tournaments. We also ask any NCAA Certified events to specify they are in fact certified. Please make sure you verify AAU sanctions or NCAA verifications.

Check back as often as you like for updates, additions and cancelations..

D1Scout LLC provides this information for your convenience, but does not recommend or promote any of these tournaments, events organizations or businesses. D1Scout LLC assumes no liability for these events and can not guarantee the safety, trustworthiness of promoters, accuracy of information, or ANY other matter as it relates to the event. All event information is supplied by the tournament and event organizers. If you decide to use the event and tournament information made available to you on this site, you must verify the validity of this information with the appropriate tournament or event organizers.

D1Scout LLC reserves the right to reject the posting of any submitted event or tournament, links, clinics, or leagues for ANY reason including information that is unverifiable within the posting, past problems with tournaments or events, multiple complaints from participants or the reporting of unethical and or unprofessional practices by the event organizers.

D1Scout LLC will report and work closely with all law enforcement agencies to prosecute anyone that willfully and intentionally posts fraudulent or misleading information in an attempt to defraud event participants on this website.

D1Scout LLC. is an independent organization that is not sponsored by any amateur or professional organization.

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IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD-PARTY WEB SITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD-PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEB SITE OR THE CONTENT; ANY OTHER WEB SITE ACCESSED TO OR FROM THIS WEB SITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

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