

Terms of Use

Privacy Policy

Work In Sports, LLC

Last Updated: 3/19/2020



1. AGREEMENT TO TERMS

These Terms of Use (these “**Terms**”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Work In Sports LLC (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the <https://workinsports.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Site**”). You agree that by continuing to access the Site, use our Services, or download or use the Content, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Work in Sports provides our Site as a full-service destination to help job seekers, recruiters, employers, and others catering to career-building in the field of sports and athletics (our “**Services**”). As such, we provide resources for you to post or locate open sports-related job positions, to circulate your information to potential employees, employers, or recruiters in the sports industry, to learn about the sports industry or job-seeking within it, and other similar services. We strive to provide premier solutions to any individual or company involved in sports-related job-placement. These Terms outline the conditions of your and our relationship so we may effectively complete this mission and provide our Services.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site 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 Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

THIS SITE IS INTENDED FOR USERS WHO ARE AT LEAST 18 YEARS OLD. PERSONS UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE OR REGISTER FOR THE SITE.

1. USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. Any information or instructions received from a user presenting your password will be deemed to have been made by you and shall be binding upon you, and you agree to promptly notify Work In Sports if you discover that your password has been disclosed. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

THIS SITE IS NOT AVAILABLE TO CITIZENS OF MEMBER-STATES OF THE EUROPEAN UNION. We may take steps to prevent European Union member citizens from accessing the Site, including (though not necessarily) geoblocking or other technical means of restricting access. Nonetheless, there is no perfect technical solution to accomplish this, so if you are a citizen of a European Union member state, please discontinue all use of the Site or our Services and refrain from doing so in the future.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

1. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor in the jurisdiction in which you reside, and in no case less than eighteen years of age; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; (7) your use of the Site will not violate any applicable law or regulation; (8) you will not use any information on the website for any purpose other than that intended by the poster, whether the poster is us or another user; and (9) you are not a citizen of a member state of the European Union.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or if you otherwise act outside accordance of the representations, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

1. FEE-BASED SERVICES

Certain portions, Services, components, Content and features of the Web Site are only available to users who purchase a subscription (“**Fee-Based Services**”). As a subscriber to one of the Fee-Based Services, you agree as follows:

a. Valid Credit Card

You agree to pay, using a valid credit card (or other form of payment which Work In Sports may accept from time to time), the fixed and periodic charges and fees (including any prepayment plan fees for multiple periods) set forth on this Site, applicable taxes, and other charges and fees incurred in order to access Fee-Based Services. The charges and fees on this Web Site are expressed in United States dollars and your credit card or other account will be charged in United States dollars. Work In Sports reserves the right to increase charges and fees, or to institute new charges or fees at any time, upon reasonable advance notice communicated to you through a posting on this Web Site or such other means as Work In Sports may deem appropriate from time to time (including electronic mail or conventional mail).

b. Automatic Billing

Work In Sports will automatically charge your credit card or other account at the start of the standard billing period and at the start of each renewal period, unless you terminate or cancel your subscription within 3 business days before the relevant renewal period begins. The renewal charge will be equal to the current, regular priced four-week rate, unless Work In Sports notifies you in advance at the time of sign up or prior to the beginning of the renewal period as described above. Each time you use the Fee-Based Services you reaffirm your agreement that Work In Sports may charge your credit card (or other form of payment, if applicable). In the event Work In Sports cannot charge your account, we reserve the right to terminate your access to our Fee-Based Services and the Web Site.

c. Additional Costs

In addition to the fees and charges set forth above, you are responsible for all charges and fees associated with connecting to the Web Site and the Fee-Based Services, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access the Fee-Based Services.

d. Subscription Data

For purposes of your use of the Fee-Based Services including identification and billing, you agree to provide Work In Sports with true, accurate and complete information as required by the subscription or sign up process to Fee-Based Services ("**Subscription Data**"), including your legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date), and to allow Work In Sports to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data to keep it accurate. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or Work In Sports have reasonable grounds to suspect that such is the case, Work In Sports reserves the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of the Web Site (or any portion thereof) or any of the Fee-Based Services. You are obligated to check the Web Site to determine whether your Subscription Data is current and accurate, and, if not, to correct or update your Subscription Data including your billing information.

3. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
4. Use any information obtained from the Site in order to harass, abuse, or harm another person.
5. Post any threatening or defamatory Content on the Web Site that invades privacy, is obscene, excessively violent, discriminatory, pornographic, abusive, or violates any law or advocates illegal activity.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of

repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

9. Delete the copyright or other proprietary rights notice from any Content.
10. Attempt to impersonate another user or person or use the username of another user.
11. Sell or otherwise transfer your profile.
12. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
13. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
15. Transmit or post Submissions to the Web Site or other users in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise) or competing employment service for the sports industry or otherwise, without the prior written consent of Work In Sports.
16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
19. Use a buying agent or purchasing agent to make purchases on the Site.
20. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
21. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

4. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site.

5. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial

images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

You may revoke this license to us by contacting us [here](#).

2. SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a “**Third-Party Account**”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “**Social Network Content**”) so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You

acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account. For more information about how we use or treat information gathered from your social media profile, please see our [Privacy Policy](#).

3. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

4. THIRD-PARTY WEBSITE AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

1. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

1. MARKETING PARTNERS

We may, from time to time, partner with businesses to help you receive information related to sports-career information and products, such as advice, events, or opportunities (“**Marketing Partners**”). These Marketing Partners may require access or use of your Contributions or Submissions, including your personal information or personally identifiable information. We are not responsible for the activities of Marketing Partners. Your use of this Site or our Services indicates your consent to share this information with Marketing Partners for these purposes and your agreement to hold us harmless for their activities or behavior to the fullest extent of the law. Notwithstanding, you may withdraw your consent to our sharing of your information with Marketing Partners on your Account Settings Page or by [contacting us here](#). For more information on how your information with Marketing Partners and other parties, please see our [Privacy Policy](#).

6. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

2. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.workinsports.com/wisprivacy.asp>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with

laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

3. TERM AND TERMINATION

These Terms shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

4. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

5. GOVERNING LAW

These Terms and your use of the Site are governed by and construed in accordance with the laws of the State of Arizona applicable to agreements made and to be entirely performed within the State of Arizona, without regard to its conflict of law principles.

6. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the “**Parties**” and individually, a “**Party**”) shall be commenced or prosecuted in the state and federal courts located in Maricopa County, Arizona, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than six (6) months after the cause of action arose.

7. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

8. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY

THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

2. LIMITATIONS OF LIABILITY

a. Regarding the Site

You agree that we will not be liable for any harm or loss that may occur in connection with: (1) Any act or omission by you or your agent, whether authorized or unauthorized; (2) Your use, or inability to use, our Site and/or Services; (3) Your messages or contact with, or attempts to contact other users of the Site; (4) Any public or private information, whether accurate, inaccurate, or fraudulent, provided by you; (5) Access delays or access interruptions to our Site and/or Services; (6) The failure to deliver or erroneous delivery of information; (7) Events outside our control, including but not limited to failure to secure a job placement for yourself or your company, harms committed against you by an employer or employee discovered through use of our Site, or dissatisfaction of any product purchased on our Site; (8) Your failure to pay us any applicable fees; or (9) Any actions, orders or judgments of administrative, judicial and other governmental bodies.

b. Regarding Job Placement

Work In Sports is not involved in the actual physical transaction between job seekers and employers. We operate in good faith to protect all authorized users of the Web Site. We do not make any independent investigation into the quality or nature of job opportunities or resumes available, the accuracy of such information, the ability of employers to offer specified opportunities or the ability of job seekers to fill positions. In addition, you agree to assume all risks associated with dealing with other users with whom you come in contact with through the Web Site. You expressly release Work In Sports from any and all claims, demands and damages of every kind and nature, arising out of or in any way connected with your use of the Web Site. Work In Sports is under no legal obligation to, and generally does not, control the information provided by other users which is made available through the Web Site. Work In Sports makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or Content. Use of the Web Site and Content is at your own risk. You agree and acknowledge that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the Web Site.

c. In General

Our limitation of liability extends to occurrences beyond your use of the Site and/or Services that arose from such use, i.e., the routine process of interviewing for or securing a job position, or the relationship between an employee and employer who were introduced because of this site. We shall not be liable to you or anyone else for delays in or failures to perform our obligations under these Terms that directly or indirectly result from events or causes beyond our reasonable control including, but not limited to: hardware or software failures, other equipment failures,

electrical power failures, labor disputes, strikes, riots, hurricanes, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or administrative bodies, or the non-performance of third parties. We shall not be liable for any direct, indirect, consequential, incidental, special or exemplary damages of any kind, including but not limited to lost: profits, goodwill, use, data or other intangibles whether in contract, tort or negligence even if you we are aware of the possibility or probability of such damages. **If we are deemed liable to you by a competent court, our maximum possible liability to you for any reason shall not exceed one hundred United States dollars (\$100 USD)**. We are not liable for any losses, damages or injury regarding any domestic or international travel that you or any third party engages in for any reason. You are solely responsible for all travel and communication costs, fees and taxes.

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. WORK IN SPORTS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. WORK IN SPORTS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, OUR SERVICES, OR THE CONTENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

10. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

11. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

12. MISCELLANEOUS

These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Site. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

13. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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