

## **Terms of Service:**

### **1. About the Major League Baseball Players Alumni Association and these Terms of Service**

Major League Baseball Players Alumni Association (MLBPAA). (hereinafter referred to as "us" or "we") was formed in 1982 in order to promote the game of baseball, raise money for charity, inspire and educate youth through positive sport images and protect the dignity of the game through former players. A nonprofit organization, the MLBPAA establishes a place where a player's drive for excellence and achievement on the field can continue long after they take their last steps off the professional diamond. The MLBPAA Clubhouse aims to provide its members with access to fellow peers, organization resources, and networking opportunities through the domain name: [www.baseballalumni.com/clubhouse](http://www.baseballalumni.com/clubhouse). (the "Site"). These Terms of Service ("TOS") set forth the legally binding terms that govern your use of the Site. You may choose to simply browse the MLBPAA Content on our Site as a "Visitor" or you may choose to register with the MLBPAA and become a "Member" so that you can join some of our communities, join our professional networking programs, or post materials on our Site.

The Site includes a wide variety of resources including articles, blogs, body of knowledge, message boards, groups, videos, photo galleries and other materials that we put on the Site (the "MLBPAA Content") as well as ideas, suggestions, opinions, comments, and observations made by Visitors and Members, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to us or posted on the Site by Visitors and Members (all of which are referred to as "User Content"). When we use the term "Content", we mean both the MLBPAA Content and User Content collectively.

Whether you are a Visitor or a Member, by using this Site you are agreeing to be bound by these TOS. If you become a Member, there are some additional rules that apply to you--see paragraph four below. If you do not agree to the terms of service, please do not use the site. By using the site you are indicating that you are at least 18 years old. If you are not at least 18 years old, please do not enter the Site.

### **2. About What's on Our Site**

Please remember the following with respect to what is on our Site: Products. Third parties may not advertise or promote certain products or services on the Site unless given permission in an advance arrangement with The MLBPAA. Unless otherwise specifically noted, products and services offered through this website are offered

exclusively by the individual members advertising them and not the MLBPA. The MLBPA makes no representations, warranties or promises as to the performance or suitability of any product or services offered on the site by any third party.

**Sweepstakes, Contests, and Games.** Any sweepstakes, contests, and games that are accessible through the Site are governed by specific rules, which are linked from the particular activity. By entering such sweepstakes or contests or participating in such games you are subject to those rules—please remember to read them carefully.

**Linked Sites.** The Site may provide links to other Internet websites or resources ("Linked Sites"). The MLBPA neither controls nor endorses such Linked Sites, nor have we reviewed or approved any content that appears on such Linked Sites. The MLBPA is not responsible in any manner for any content, advertising, products or other materials on or available from any Linked Sites, and the MLBPA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods and services available on or through any Linked Site.

**Monitoring.** We have no obligation to monitor, filter or prescreen User Content, websites created or linked to by our Members, message boards or any other materials that you or third parties transmit to or post on the Site. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Site, including User Content.

**Disclaimer regarding Professional Advice.** Your use of the Site is at your own risk. The MLBPA Content contains information, data, advice, text and other materials compiled from a variety of third party sources. The MLBPA in no way endorses any of these materials, which are provided for your convenience, and are solely intended to broaden user understanding and knowledge of remote support topics.

### **3. Registration Obligations**

If and when you register to become a Member, you agree to: (a) provide true, accurate, complete, and current information (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You acknowledge and agree that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site and/or remove any User Content you have provided from the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username, password and/or domain name that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary

rights law, is already in current use, is vulgar or otherwise offensive, may cause confusion, or for any other reason as determined by us in our sole discretion. You are responsible for ensuring the confidentiality of your username and password, and you agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account is no longer secure, you must promptly change your password by immediately emailing us at [clubhouse@mlbpaa.com](mailto:clubhouse@mlbpaa.com). You are solely responsible for any and all activities, whether by you or anyone else (including without limitation purchases) conducted through your account.

#### **4. Member Rules of Conduct and User Content**

The MLBPA provides tools for Members to create content such as blogs, profiles, photo albums, video galleries and other materials. The MLBPA also hosts community message boards and other forums on the Site. Members are expected to abide by the Rules of Conduct that are set forth at <http://community.TheMLBPA.com/GUIDELINES>. If you are a Member and you fail to comply with the Rules of Conduct or these Terms of Service your access to the Site may be terminated.

You are solely responsible for the User Content you post on or through the Site and the consequences of posting such User Content. By posting such User Content, you represent and warrant to us that you have the necessary licenses, rights, consents and permissions to enable inclusion of the User Content in the manner contemplated by this Site and these TOS. You agree that you will not post User Content that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post such User Content.

We may remove any User Content and/or disclose such User Content and the circumstances surrounding its transmission to any third party in order to: (a) operate the Site properly; (b) to protect ourselves, our sponsors, and our Members and Visitors; and (c) comply with legal obligations or governmental requests. You agree that any User Content posted to the Site is the sole responsibility of the individual who originally posted the User Content, and that your sole recourse for any damage you may suffer as a result of such User Content shall be to such individual.

#### **5. Changes to these Terms of Service**

The MLBPA reserves the right at any time to: (a) change the terms and conditions of these TOS; (b) change the Site, including eliminating or discontinuing any particular type of Content on or feature of the Site; or (c) change any fees or charges associated with use of the Site or for any products or services offered for sale or otherwise available on the Site. Any changes we make will be effective

immediately upon notice, which we may provide by posting the changes on the Site or via electronic mail. Your use of the Site after such notice will be deemed an acceptance of such changes. Be sure to review this TOS periodically to ensure familiarity with the most current version.

## **6. Jurisdictional Issues**

The MLBPA makes no representation that materials on the Site are appropriate or available for use in locations other than the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable.

## **7. Termination**

The MLBPA, in its sole discretion, may terminate your password, account (or any part thereof), or use of the Site, and remove and discard any Content within the Site, at any time and for any reason.

## **8. Proprietary Rights**

The MLBPA Content includes proprietary and confidential information that is protected by applicable intellectual property and other laws, and that is the property of the MLBPA or MLBPA's licensors. Content contained in advertisements is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

By sending us User Content in any form and/or by posting User Content to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sub licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such User Content and other materials in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. However, after posting User Content, you continue to retain your ownership rights in such User Content, and you continue to have the right to use your User Content in any way you choose. However, in no event shall the MLBPA have any obligation to pay a fee to a Member or Visitor in connection with any transfer of the MLBPA's business, including without limitation any merger or sale or transfer of all or substantially all of the assets of the MLBPA.

## **9. Copyright Policy The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by the MLBPA infringe your copyright, you, or your agent, may send the MLBPA notice requesting that the material be removed or access to**

it be blocked with the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Site. Providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. the MLBPAAS Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, the MLBPAAS NAME, 1631 Mesa Ave STE D Colorado Springs, CO 80906, Attn: Kate Hutchinson. Our Copyright Agent for notification of claimed infringement can also be reached electronically by sending an e-mail to kate@mlbpaa.com. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon the MLBPAAS actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send the MLBPAAS a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **10. Privacy Policy**

Your use of the Site is subject to our privacy policy. To view our privacy policy, please visit  
<http://www.THEMLBPAA.com/privacy.htm>

## **11. Disclaimer of Warranties**

THE SITE, THE CONTENT, ALL TOOLS, PRODUCTS OR SERVICES DISPLAYED ON, OR ACCESSED OR OBTAINED ON OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, the MLBPAAS and its affiliates, suppliers, and agents do not warrant that your use of the site and access to and use of Content and all tools will be

uninterrupted, error-free, or secure, that any information obtained therein is accurate, reliable or complete, that defects will be corrected, or that any software, the Site, or the server(s) on which the Site is hosted are free of viruses or other harmful components. Your use of the Site and any information or materials provided on or through the Site is entirely at your own risk.

## **12. Limitation of Liability**

Neither the MLBPA nor its suppliers, agents or sponsors are responsible or liable to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to (i) the use of or inability to use the Site; (ii) any Content contained on the site or member website; (iii) statements or conduct on the Site; (iv) any product or service purchased or obtained through the Site; (v) any action taken in response to or as a result of any information available on the Site; (vi) any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any Member Content; or, (vii) any other matter relating to the Site. Your sole remedy for dissatisfaction with the Site is to stop using the Site.

## **13. Indemnification**

You agree to indemnify, defend, and hold the MLBPA and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives, as well as suppliers involved with the Site, harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from (a) your breach of these TOS, including any violation of the Rules of Conduct set forth at <http://community.THEMLBPA.com/GUIDELINES> (b) any allegation that any User Content that you submit to the MLBPA infringes or otherwise violates the copyright, trade secret, trademark or other intellectual property or privacy rights of a third party, and (c) your activities in connection with the Site.

## **14. Other Information**

The TOS constitute the entire agreement between you and the MLBPA and supersedes any prior agreements between you and the MLBPA. The TOS and the relationship between you and the MLBPA shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the county of El Paso in the State of Colorado and any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of the MLBPA to exercise or enforce any

right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this TOS and shall not affect the validity and enforceability of any remaining provisions. The section titles in the TOS are for convenience only and have no legal or contractual effect. This TOS is not assignable, transferable or sub licensable by you except with our prior written consent. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach of default.

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: "The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210."