

Terms of Use Agreement

PLEASE READ THESE TERMS OF USE (THIS "AGREEMENT") CAREFULLY BEFORE USING THIS WEBSITE OR ANY OTHER PRODUCT OR SERVICE.

1. INTRODUCTION; GENERAL; OWNERSHIP; PROHIBITIONS

Use of this Website and all products and services provided and/or distributed (whether via this Website or elsewhere) are subject to this Agreement. References to this Website and all materials contained in this Website and/or otherwise accessible will be referred to herein collectively as the "Properties" By using this Website or by clicking a box that states you agree to this Agreement, you agree to be bound by this Agreement. If you do not agree to this Agreement, do not use the Website.

Except for Submitted Content (defined below), the Properties are either owned by or licensed to the El Paso Chihuahuas ("Owner"). The applicable owners and licensors retain all rights to the Properties, including, but not limited to all copyright, trademark and other proprietary rights, however denominated. Except for downloading one copy of the Properties on any single computer for your personal, non-commercial home use, you must not reproduce, prepare derivative works based upon, distribute, perform or display the Properties without first obtaining the written permission of Owner or otherwise as expressly set forth in the terms and conditions of the applicable Properties. The Properties must not be used in any unauthorized manner. In some instances, this Agreement and a separate end user license agreement or similar agreement will apply to the Properties. By using this Website you acknowledge that you have reviewed all terms and conditions applicable to the product or service in question and agree to be bound by the terms and conditions.

You must not use the Website or Community Features (defined below) to:

- (i) transmit, store, embed or otherwise make available any information or material that infringes any right of Owner or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- (ii) transmit, store or otherwise make available material which disrupts this Website, imposes an unreasonable or disproportionately large load on this Website's infrastructure, or otherwise adversely affects, restricts or inhibits any other user from using and enjoying this Website;
- (iii) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent, inappropriate,

constitutes hate speech, or which adversely affects Owner's business or is otherwise objectionable in Owner's sole discretion; (iv) transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (v) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (vi) transmit, store or otherwise make available material which contains any information, software or other material of a commercial nature; (vii) transmit, store or otherwise make available material which contains advertising, promotions, "junk mail", "spam", "pyramid schemes", "chain letters" or solicitation of any kind; (viii) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (ix) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonate players, management, employees of baseball, or any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (x) use or attempt to use another's information, account, password, service or system except as expressly permitted; (xi) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers, or credit or debit card numbers; (xii) use automated scripts to collect information from or otherwise interact with this Website; and (xiii) transmit, store or otherwise make available material which is irrelevant to the subject matter of the Community Features (defined below).

Third party text, photo, graphic, audio and/or video material, including that provided by Associated Press ("AP") (collectively, the "Third Party Materials"), contained on or incorporated in the Properties shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these Third Party Materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. No third party provider, including without limitation AP, will be held liable in any way to any Website user or to any third party or to any other person who may receive information in the Third Party Materials or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing or occasioned thereby.

2. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), Owner has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to this Website (the "Designated Agent"). All such notifications relating to this Website must be a written communication and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Owner to locate the material.
- D. Information reasonably sufficient to permit Owner to contact the complaining party, such as an address, telephone number, and/or electronic mail address.
- E. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail, fax or e-mail to Owner's Designated Agent as follows:

- Service Provider: El Paso Chihuahuas
- Full Address of Designated Agent to Which Notification Should Be Sent: 123 W. Mills, Suite 300, El Paso TX 79901
- Facsimile Number of Designated Agent: (915) 242-2031
- E-mail Address of Designated Agent:
insider@epchihuahuas.com or info@epchihuahuas.com

3. COMMUNITY FEATURES

The Properties may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (collectively, the "Submitted Content") in

connection with various features including, but not limited to, profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the "Community Features"). You are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. The Properties may also offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features on this Website is subject to the then current terms of use of the applicable third party website or product and not this Agreement, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

In order to participate in Community Features and/or certain other Properties, you may be asked to register an account by providing certain personal information such as your name and/or email address. The **Privacy Policy** explains how such information may be collected and used. In consideration of your use of the applicable Properties, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration forms ("Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data, and any other information you provide to Owner, and to keep it accurate, current and complete; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

Owner and its third-party providers (the "Vendors") do not monitor, endorse, edit or screen your Submitted Content, although Owner and its Vendors reserve the right to do so, and neither Owner nor its Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential and that your Submitted Content may be read, intercepted by others and widely accessible on the Internet and/or via other interactive media, and that you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via the Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and Owner or between you and Owner's Vendors other than as expressly set forth in this Agreement. You acknowledge that Owner is not responsible for, and cannot and does not guarantee, the accuracy,

completeness or reliability of information in any material posted or submitted by any user of the Community Features. You represent that your Submitted Content is an original work by you or that you have all necessary rights in it and to submit it to Owner under the terms of this Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of this Agreement. If Owner determines, in Owner's sole discretion and judgment, that your Submitted Content violates or may violate any of the terms of this Agreement, Owner reserves the right to (a) refuse to allow you to upload information or otherwise transmit material; (b) remove and delete your Submitted Content; (c) revoke your right to use this Website, the Community Features and/or the other Properties; and/or (d) use any technological, legal, operational or other means available to Owner to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on this Website, the Community Features or on the other Properties.

You are solely responsible for your interactions with other users of the Properties.

We reserve the right, but have no obligation, to monitor disputes between you and other users.

By transmitting your Submitted Content via the Community Features, you grant, and represent and warrant that you have the right to grant, to Owner a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

4. Notifications and Other Terms and Conditions

By accepting this Agreement, you agree that Owner may notify you about changes to prices and/or Services, Tickets and other products by sending an e-mail message to your e-mail address on file with Owner, and by publishing such notices from time to time. It is your responsibility to notify Owner of any change in your e-mail. If your email service includes functionality or software that catalogues your emails in an automated manner, it is your responsibility to ensure that those emails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders

list. In the event of any conflict between this Agreement and the terms and conditions provided for any such Service, the terms and conditions of the applicable Service will govern.

Programming, pricing, terms and conditions of Services, Tickets and other products offered via the Properties are subject to availability and change. Certain Services, Tickets and other products offered via Properties other than this Website may be governed by an end user license agreement or similar agreement with different terms and conditions than are contained in this Agreement, including different refund policies. Please refer to the terms and conditions of such Services, Ticket or Properties to determine the policies applicable. In the event of any conflict between this Agreement and the terms and conditions provided for any such Service, Ticket, other product or Property, the terms and conditions of the applicable Service, Ticket, other product or Property will govern.

5. VOTES; CONTESTS; SWEEPSTAKES

This Website may offer you opportunities to vote in connection with certain events. By participating in any such event, you signify your agreement to all special terms set forth on this Website and/or the other applicable Properties applicable to the event as well as the terms of this Agreement.

6. LINKING

This Website may contain links and pointers to other World Wide Web sites and resources, including, without limitation, Third Party Sales Locations and Third Party Social Networking Features. Links to and from this Website from or to Third Party Sales Locations, Third Party Social Networking Features and other websites or locations maintained by third parties, do not constitute an endorsement by Owner of any such third party website or content. Owner is not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to this Website administrator or Webmaster of the applicable third-party website or location.

7. DISCLAIMER OF WARRANTIES

A. USE OF THIS WEBSITE, AND THE PRODUCTS, MERCHANDISE, TICKETS AND SERVICES INCLUDED HEREIN AND THEREIN ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

B. EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY OWNER AND/OR THE APPLICABLE VENDOR, THIS WEBSITE, AND ALL MATERIALS CONTAINED OR DISTRIBUTED HEREIN AND THEREIN, INCLUDING, BUT NOT LIMITED TO ALL

PRODUCTS, MERCHANDISE, TICKETS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. OWNER DOES NOT WARRANT THAT: (1) THIS WEBSITE, OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THIS WEBSITE, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE CORRECTED; (3) THIS WEBSITE, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THIS WEBSITE, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE ACCURATE OR RELIABLE.

8. LIMITATIONS ON LIABILITY

A. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERM AND CONDITION OF THE PROPERTIES OR ANY ACT OR FAILURE TO ACT BY OWNER OR ITS VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE COMMUNITY FEATURES OF THIS WEBSITE.

B. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE, TICKETS OR SERVICES.

C. IN NO EVENT SHALL OWNER OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THIS WEBSITE INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR PRODUCTS, MERCHANDISE, TICKETS OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MINOR LEAGUE BASEBALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF OWNER IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF OWNER OR ANY VENDOR FOR ANY CLAIM

ARISING OUT OF OR IN CONNECTION WITH THIS WEBSITE, THE MERCHANDISE, AND SERVICES IS \$50.

D. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THIS WEBSITE INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.

9. INDEMNIFICATION

You hereby agree to indemnify and hold Owner harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of this Website, the products, Merchandise, Tickets and/or Services purchased via this Website; or (B) any alleged breach of this Agreement by you.

10. TERMINATION

Owner may change, suspend or discontinue any aspect of this Website at any time, including the availability of any product, Merchandise offering, Ticket offering, Service, feature, database or content. Owner may also impose limits on certain such products, Services and features or restrict your access to parts, or the entirety, of the Properties without notice or liability at any time in Owner's exclusive discretion, without prejudice to any legal or equitable remedies available to Owner, for any reason or purpose, including, but not limited to, conduct that Owner believes violates this Agreement or other policies or guidelines posted on this Website or conduct which Owner believes is harmful to other customers, to Owner's business, or to other information providers. In addition, this Agreement may be immediately terminated at any time by Owner in its sole discretion. In addition and without prejudice to any other remedy available to Owner, Owner may immediately terminate this Agreement if you breach any term of this Agreement or other operating term set forth by Owner.

11. CHOICE OF LAW; JURISDICTION; ATTORNEYS' FEES

This Agreement will be governed by the laws of the State of Texas applicable to contracts entered into and performed exclusively in that State. Any court of competent jurisdiction for El Paso, Texas will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. Owner will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.

12. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Owner in its sole discretion may amend this Agreement, and your use of this Website after such amendment is posted on this Website will constitute acceptance of it by you. Sections 7, 8, 9, 11, 12 and 13 of this Agreement will survive any termination or cancellation of this Agreement. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

13. ACCEPTANCE OF TERMS OF USE

BY USING THIS WEBSITE YOU SIGNIFY YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use this Website. Owner may change the terms of this Agreement at any time, and your use of this Website after such changes are posted will mean that you accept them.

14. NOTICE FOR CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of this Website are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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