

## **USA Football Subscription Service Terms of Use**

Welcome to the terms of use for subscription based services offered by USA Football, Inc. ("USA Football"), including, but not limited to, the USA Football Coach Performance Center and USA Football Coach's Notes (the "Subscription Services"). These terms are between you and USA Football. Please read these terms, along with the Terms of Use and Privacy Policy applicable to you, and all other rules and policies related to the Subscription Services (including, but not limited to, any rules or usage provisions specified on any product detail pages or on any help or other informational pages for the USA Subscription Services) (collectively, this "Agreement"). Each time you visit, browse, or use any of the Subscription Services, you accept this Agreement.

### **1. THE SUBSCRIPTION SERVICES**

USA Football offers digital football coaching resources available on a subscription basis, including, but not limited to, the USA Football Coach Performance Center and USA Football Coach's Notes (the "Subscription Services"). These Subscription Services offer written, video, and other forms of content (the "Content") and other services as provided in this Agreement. To access the Subscriptions Services and Content, you must have an account in good standing with USA Football and have activated your subscription to the Subscription Service with USA Football. Your USA Football account is also subject to separate Terms of Use and Privacy Policy. If you are under 18 years of age, or the age of majority in your location, you may use the Subscription Service only with involvement of a parent or guardian.

### **2. COMPATIBLE DEVICES**

In order to access the Subscription Services and Content, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time (a "Compatible Device"). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. Accordingly, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

### **3. GEOGRAPHIC VARIABILITY**

Due to technical and other restrictions, the Subscription Services are available only in certain locations. The Content and how we offer Content to you will vary over time and by location. USA Football will use technologies to verify your geographic location. You may not use any technology or technique to obscure or disguise your location.

#### **4. CONTENT**

a. General. The Subscription Services will allow you to (i) access Content on a subscription basis for viewing during a limited period of time during a subscription period (the "Subscription Content") and/or (ii) access Content on a free, ad-supported or promotional basis for viewing over a limited period of time ("Free Content"). Content may be available as Subscription Content, Free Content, or any combination of those, and in each case is subject to the limited license grant below.

b. Usage Rules. Due to limitations imposed on us by our content suppliers, the videos we make available to you on the Subscription Services are subject to restrictions on viewing and on the length of time we make them available to you. These restrictions may change over time as we add new features, devices and content to the Service. The following are restrictions for accessing the Subscription Services through your Web browser and other compatible devices.

##### **Ways to Access:**

**Streaming:** Content is available for online streaming. You can stream Content online through your Web browser and other compatible devices.

If you have a subscription or promotional trial of a Subscription Service, you can stream any video that is then currently available through the Subscription Service.

c. Subscriptions/Memberships. Offers and pricing for subscriptions (also referred to at times as memberships), the Subscription Services, the extent of available Subscription Content, and the specific titles available through the Subscription Services, may change over time and by location without notice (except as may be required by applicable law). Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period. If you do not agree to a subscription change, you may cancel your subscription per Section 4(d) below. We make no guarantee as to the availability of specific Subscription Content or the minimum amount of Subscription Content available in any subscription.

d. Cancellation of Subscriptions/Memberships. You may cancel your subscription at any time by logging in to your USA Football account on [www.usafootball.com](http://www.usafootball.com), navigating to your “My Dashboard” page, selecting “Subscriptions,” and deleting your payment information for the Subscription Service, or by contacting USA Football customer service. If you cancel within 24 hours of signing up for, or converting from a free trial to, a paid subscription, we will refund your full subscription fee. You also expressly accept that the Subscription Service will start within your cancellation period. If you cancel at any other time, you will not receive a refund for any subscription fees previously collected and we will only terminate your subscription, stopping any future payments for the Subscription Service.

e. Payment Methods. If you purchase a subscription or start a free trial for a subscription, your subscription will automatically continue, and you authorize us (without further notice, unless required by applicable law) to collect the then-applicable periodic subscription fee including any taxes, using any payment method we have on file for you. We will continue to bill you for the relevant Subscription Service until cancelled. If all payment methods we have on file for you are declined for payment of your subscription fee, your subscription will be cancelled unless you provide us with a new payment method. If you provide us with a new payment method and are successfully charged before your subscription is cancelled, your new subscription period will be based on the original billing date and not the date of the successful charge. You can update your designated payment method by logging in to your USA Football account on [www.usafootball.com](http://www.usafootball.com), navigating to your “My Dashboard” page, selecting “Subscriptions,” and updating your payment method on file.

f. Promotional Trials. We sometimes offer eligible customers various trial or other promotional subscriptions, which are subject to this Agreement except as otherwise stated in the promotional offers. We reserve the right, in our sole discretion, to determine your eligibility. Trial members may at any time (through “My Dashboard”) choose not to continue to paid membership at the end of the trial period.

g. Limited License to Content. Subject to payment of any charges to access Content, and your compliance with all terms of this Agreement, USA Football grants you a non-exclusive, non-transferable, non-sublicensable, limited license, during the subscription period, to access and

privately view the Content in accordance with the Usage Rules, for personal, non-commercial, private use.

h. Playback Quality; Streaming. The playback resolution and quality of the Content you receive will depend on a number of factors, including the type of Compatible Device on which you are accessing the Content and your bandwidth, which may increase or decrease over the course of your viewing. If we detect that Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the Content in an effort to provide an uninterrupted viewing experience. While we strive to provide you a high quality viewing experience, we make no guarantee as to the resolution or quality of the Content you will receive when streaming.

i. General Restrictions. You may not (i) transfer, copy or display the Content, except as permitted in this Agreement; (ii) sell, rent, lease, distribute, or broadcast any right to the Content; (iii) remove any proprietary notices or labels on the Content; (iv) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or other content protection system used as part of the Subscription Service; or (v) use the Subscription Service or Content for any commercial or illegal purpose.

## **5. SERVICE UPDATES AND SOFTWARE**

At various times, USA Football may choose to make available updates, bug fixes, or other changes or enhancements to its Subscription Services and/or [www.usafootball.com](http://www.usafootball.com) (collectively, "Service Updates"). Service Updates may be: (i) automatic, such as in connection with general website changes and additional features or updates to data required by the Subscription Service, (ii) at your election, in which instance you will receive information and instructions for how to authorize optional Service Updates, and/or (iii) mandatory, in which case you will be required to consent to the Service Update or install or upgrade a third-party plug-in if you wish to maintain continued access to the Subscription Service. Please note that the Subscription Service and/or the website may be unavailable during a Service Update.

## **6. ADDITIONAL TERMS**

a. Termination. We may terminate your access to the Subscription Service, including any

subscription available as part of the Subscription Service, at our discretion without notice (except as may be required by applicable law). If we do so, we will give you a pro-rated refund of your subscription fee (if any); however, if you violate any of the terms of this Agreement, your rights under this Agreement will automatically terminate without notice, and USA Football may, in its discretion, immediately revoke your access to the Subscription Service and to Content without refund of any fees. In such event, you must delete all copies of any Content that you have downloaded.

b. Communications. We may send you promotions or otherwise communicate with you electronically, which may include, but is not limited to, e-mail or posts to your USA Football “My Dashboard,” and you hereby consent to receive those communications. To stop receiving marketing communications from USA Football, unsubscribe from these communications using the method available in the communication received or the methods set out in the USA Football Terms of Use and Privacy Policy.

c. Modification of Subscription Services. USA Football reserves the right to modify, suspend, or discontinue any Subscription Service, or any part of a Subscription Service, at any time and without notice (except as required by applicable law), and USA Football will not be liable to you should it exercise such rights, even if your ability to use Content is impacted by the change.

d. Amendments. USA Football reserves the right to make changes to this Agreement at any time by posting the revised terms in connection with the Subscription Services. To the maximum extent permitted by law, your continued use of the Subscription Service or software following any changes will constitute your acceptance of such changes. However, any increase in subscription fee will not apply until your subscription is renewed.

e. Reservation of Rights; Waiver. **The Subscription Service, software and the Content embody intellectual property that is protected by law. Copyright owners of Content are intended third-party beneficiaries under the Agreement. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.**

**f. Disputes/Conditions of Use. Any dispute or claim arising from or relating to this Agreement or the Service is subject to the governing law, disclaimer of warranties and limitation of liability, any dispute resolution, and all other terms in the USA Football Terms of Use and Privacy Policy. You agree to those terms by using the Subscription Service. YOU MAY ALSO BE ENTITLED TO CERTAIN CONSUMER PROTECTION RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION.**

**g. Limitation of Liability. Without limiting the disclaimer of warranties and limitation of liability in the USA Football Terms of Use: (i) in no event shall our or our software licensors' total liability to you for all damages arising out of or related to your use or inability to use the Software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our or our Content providers' total liability to you for all damages arising from your use of the Subscription Service, the Content, or information, materials or products included on or otherwise made available to you through the Subscription Service, exceed the amount you paid to us over the past 12 months to purchase, rent, or view the Content related to your claim for damages. The limitations in this section will apply to you even if the remedies fail of their essential purpose.**

**CERTAIN JURISDICTIONS, INCLUDING JURISDICTIONS IN THE EUROPEAN UNION, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

**i. Contact Information. For communications concerning this Agreement, please write to USA Football at the applicable notice address found in the USA Football Terms of Use.**

**j. Severability. If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.**

**Last Updated: April 10, 2017**