

Terms of Use for ESG in Sports™ Websites

1. SCOPE

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2. ACCEPTANCE OF TERMS

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ESG in Sports™ may modify the TOU to reflect changes in ESG in Sports™'s business, applicable law, or for other reasons deemed necessary by ESG in Sports™. If the terms of the TOU change, ESG in Sports™ will provide notice, which may include, but is not limited to notice provided through the Websites or an ESG in Sports™ user account. Except where prohibited by law, updates to the TOU will apply once the changes have been posted or notice has otherwise been given. Changes to the TOU will, however, not apply retroactively. If You do not agree to changes made to the TOU, You must discontinue your use of the affected ESG in Sports™ Website, ESG in Sports™ Materials, or User Content.

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otherwise distribute any User Content or product; and to practice any method, embodying such User Content (including the right to sublicense any of the foregoing).

You represent and warrant to ESG in Sports™ that You have the right, title, and/or authority to grant such license to ESG in Sports™ . ESG in Sports™ may elect not to post or publish User Content that You submit. If ESG in Sports™ elects to post or publish Your User Content, ESG in Sports™ may in its sole discretion withdraw the posted or published User Content for any reason and without notice even if ESG in Sports™ has previously indicated to You that ESG in Sports™ might or will post the User Content You have submitted.

You acknowledge and agree that the relationship between You and ESG in Sports™ is not a confidential, fiduciary, or other special relationship. ESG in Sports™ shall have the right, but not the obligation, to use Your name, likeness, biography and other information about You that You have provided in connection with any use of the User Content You submit, and ESG in Sports™ may continue to use this information after any termination of your account or Your access to the Websites for the purpose of identifying the source of User Content that you previously submitted. Nothing in this TOU shall prohibit or restrict ESG in Sports™ 's right to create or obtain User Content or submissions similar to or competitive with the User Content that You have submitted.

4. PERMISSIBLE USE OF ESG in Sports™ WEBSITES AND CONTENT

The ESG in Sports™ Websites, the ESG in Sports™ Materials, and the User Content are for your non-commercial use, that is, your use must not be intended for or directed towards commercial advantage or monetary compensation. You may not copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, rent, lease, or sell the ESG in Sports™ Websites, the ESG in Sports™ Materials, and the User Content. You may, however, download, store,

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(b) the ESG in Sports™ Materials and User Content may not be modified or altered in any way, including any copyright notices.

You may not use the ESG in Sports™ Websites in any manner that could damage, disable, overburden, or impair any ESG in Sports™ server, or the network(s) connected to any ESG in Sports™ server, or interfere with any other party's use and enjoyment of any ESG in Sports™ Website. You may not attempt to gain unauthorized access to any ESG in Sports™ Website, other accounts, computer systems or networks connected to any ESG in Sports™ server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the ESG in Sports™ Websites.

You agree not to use an ESG in Sports™ Website to:

- publish, upload, post, email, transmit or otherwise make available any User Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;
- defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity or business integrity;

- impersonate any person or entity, including, but not limited to, an ESG in Sports™ official, ESG in Sports™ employee, or any other third party, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- forge email headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the ESG in Sports™ Websites;
- download any file or User Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;
- interfere with or disrupt the servers, or networks which support the ESG in Sports™ Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the ESG in Sports™ Websites;
- violate any applicable local, state, national or international law and any regulations;
- harvest, collect, or store personal information or data of other users.

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ESG in Sports™ may, in its sole discretion, at any time discontinue providing or limit access to the ESG in Sports™ Websites, any areas of the ESG in Sports™ Websites, or any ESG in Sports™ Materials or User Content provided on or through the ESG in Sports™ Websites. You agree that ESG in Sports™ may, in its sole discretion, at any time, terminate or limit your access to, or use of, any or all of the ESG in Sports™ Websites or any ESG in Sports™ Material or User Content. In the event You are in material breach of the TOU, ESG in Sports™ may, at its sole discretion, suspend or terminate Your account, delete Your Content from the ESG in Sports™ Website, and refuse You any current or future use of an ESG in Sports™ Website without notice. ESG in Sports™ shall not be liable to You or any third party for any such suspension or termination.

If You wish to terminate your account, you may do so by submitting your request via email to admin@esqinsports.com. Please note that in the

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6. ESG in Sports™ CONTACT

ESG in Sports™ is not obligated to evaluate or provide any comments to you regarding User Content that you submit. At ESG in Sports™'s sole discretion, ESG in Sports™ may contact you with critiques, updates, feedback, status or questions regarding your submission. In no event will any such contact or communication from ESG in Sports™ obligate ESG in Sports™ to adopt your submission, provide a timeframe for evaluation, or even provide any additional communication regarding your submission.

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Except for ESG in Sports™ Websites which are clearly identified as non-public forums (each a "Non-Public Forum"), ESG in Sports™ Websites are intended to be public forums, and You agree not to provide ESG in Sports™ or other Users with any confidential or proprietary information that You or the owner of the information do not intend to become public information. Except for User Content clearly labeled as confidential that You upload into a Non-Public Forum, any User Content that You send or upload to an ESG in Sports™ Website will be deemed NOT to be confidential or proprietary, and You expressly agree that You waive any trade secret or other confidentiality rights with respect to such User Content.

You agree not to reproduce any Confidential Information to which you are provided access through an ESG in Sports™ Website in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of ESG in Sports™ or the third party that has prepared such information and shall contain any

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You are responsible for and agree to provide ESG in Sports™ with complete, true, and current information, including Personal Data, and to keep Your Personal Data accurate and up to date. You can always correct or update Your Personal Data. Furthermore, You may request information about Your Personal Data stored with ESG in Sports™, or the correction (in case the relevant Website is not allowing You to correct or update your information), or deletion of Your Personal Data by contacting admin@esginsports.com. Please note that if You request the deletion of your account or Personal Data, You might not be able to further access and use the ESG in Sports™ Websites and your User Content.

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You are solely responsible with regard to usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. You understand and agree that ESG in Sports™ collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the ESG in Sports™ Websites subject to ESG in Sports™'s Privacy Statement.

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unauthorized use of any ESG in Sports™ -owned Intellectual Property, or Your alleged violation of any other rights of a third party.

The following applies if You access a Website from within the US:

You agree to indemnify and hold ESG in Sports™ , its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party against any of the aforesaid entities or persons due to or arising out of Your culpable breach of this TOU, any additional legal terms or ESG in Sports™ 's Copyright or Privacy Statements.

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- GROSS NEGLIGENCE AND WILFUL MISCONDUCT;
- PERSONAL INJURY OR DEATH RESULTING FROM ESG IN SPORTS™ 'S OR ITS AFFILIATES' OR SUBSIDIARIES NEGLIGENCE OR WILFUL MISCONDUCT;
- SLIGHT NEGLIGENT BREACH OF A SIGNIFICANT CONTRACTUAL OBLIGATION (AN OBLIGATION WHOSE COMPLETION ALLOWS FOR A PROPER PERFORMANCE OF THIS TOU AND IN WHOSE COMPLIANCE WITH YOU CAN GENERALLY TRUST). IN THIS CASE, ESG IN SPORTS™ 'S OR ITS AFFILIATES' OR SUBSIDIARIES' LIABILITY SHALL BE LIMITED TO SUCH DAMAGES WHICH ARE TYPICAL FOR THIS TYPE OF AGREEMENT AND PREDICTABLE AT THE POINT IN TIME OF THESE TO ENTERING INTO FORCE.

IN ALL OTHER CASES, NEITHER ESG IN SPORTS™ NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGES OR CLAIMS HEREUNDER.

15. APPLICABLE LAW

The following applies if You access an ESG in Sports™ Website from inside or outside the United States of America:

Texas law will govern this TOU without giving effect to any principles of conflicts of laws. You also agree to comply with all applicable export control laws as set forth under the

'EXPORT CONTROL' Section below which are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

16. SURVIVAL

Your confidentiality obligations hereunder shall survive termination of Your account. Upon any termination of Your account, or ESG in Sports™'s written request, You must cease use of Confidential Information, and/or ESG in Sports™ Websites, and return or destroy all Confidential Information in Your possession or control.

17. WAIVER AND SEVERABILITY

The failure of ESG in Sports™ to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. To the extent that any provision in this TOU shall be found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make this TOU as modified, legal and enforceable under applicable laws and the balance of the provisions of this TOU shall not be affected thereby.

18. ENTIRE AGREEMENT

The TOU represents the entire arrangement between the Parties in respect of its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to its subject matter. No collateral agreements have been made.

19. EXPORT CONTROL

ESG in Sports™ Websites may not be accessed or used by any national or certain countries or groups against which the United States and/or European Union have instituted sanctions (including Iran, Cuba, North Korea, Syria and Sudan), Specially Designated Nationals, and other proscribed persons who are listed on the Denied Parties list. Further restrictions apply to any end user who will utilize Content provided on an ESG in Sports™ Website in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or any end user who has been prohibited from participating in the US and/or EU export transactions by any agency of the US government or European Union.

Due to technical uncertainties preventing verification of the identity and ultimate point of access by any person attempting to access or use an ESG in Sports™ Website, Your access of an ESG in Sports™ Website, including the presentment of any authorized user ID and password, constitutes Your express representation that (1) the person attempting access thereunder is not a national of any such sanctioned country or group or a Specially Designated National, and (2) is not included on such Denied Parties list, 3) has not been prohibited from participating in US and/or EU export transactions; 4) such use is not restricted, and (5) that, as an Authorized User, You have not disclosed or provided such password and user ID to any such person for use under Your registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.

The following applies if You access an ESG in Sports™ Website from outside the United States and European Union:

You are doing so at Your own risk, and You remain fully responsible and liable for familiarity and compliance with these Terms of Use as well as with the laws, regulations, directives, codes, and rules of the United States, European Union, and the country within which you reside, including applicable import and export compliance laws and regulations, as well those of the jurisdiction from which You are accessing an ESG in Sports™ Website, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on an ESG in Sports™ Website.

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You agree that Your use of an ESG in Sports™ Website, or any Content will be in compliance with U.S. export control laws and executive orders. The information provided on and through an ESG in Sports™ Website may be deemed in some cases to be controlled technology and subject to the export control restrictions of the United States and other jurisdictions.

IT IS YOUR OBLIGATION TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE COUNTRY FROM WHICH YOU ARE ACCESSING AN ESG in Sports™ WEBSITE.

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