

# Uncommon Sports Group™ - Community Website Terms of Use

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Updated version: March 5<sup>th</sup>, 2021

The Community Website Terms of Use ("Terms of Use") are defining the conditions under which you may access and use the Community Website and all the functionalities provided (hereinafter designated together the "Service").

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy as published by Uncommon Sports Group (d/b/a for Managers on a Mission).

These Terms of Service are permanently available <https://usgconnect.online/page/terms-of-service>

Please review these Terms of Service carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

## 1. Legal notice

The Service is provided by **Uncommon Sports Group™**:

Uncommon Sports Group™, Registered office:

6318 Cambridge Street, Minneapolis, MN 55416

Non-Profit – Leadership and Career Development, Faith-based Training

Capital: Not for profit

Registered in the Minneapolis, MN Trade and Companies Register under the number:

EIN: 46-2998866, Minnesota Sales Tax ID Exempt Number: 3685204

E-mail: [info@uncommonsg.org](mailto:info@uncommonsg.org)

Phone number: (612) 470-6626

Publication Director: Caitlyn Merzbacher

Hosting:

Google Cloud Platform

Company located at Gordon House, 4 Barrow St, Dublin, Ireland

Registered in the Dublin Trade and Companies Register under the number: 752925594

Phone number: +353 1 436 1000

## 2. Definitions

**Community Website:** the online platform named **USG Connect** and **usgconnect.online**, edited by Hivebrite and provided by **Uncommon Sports Group™**, allowing User to benefit from the Service.

**Data Protection Law:** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and compliant with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States.

**User Account:** means a dedicated online account opened by any visitor and providing an access to the Service.

**Identifiers:** means login and password or social login the User used to create the User Account.

**Party or Parties:** means the User and Uncommon Sports Group™ designated either individually or collectively.

**Service:** means the Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

**Service Content:** any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Service.

**User or Users:** means any person authorized by <customer name> to access and use of the Service after creation of a User Account.

**User Content:** any content created, posted, or shared by the User, on or through the Service including any information, data, photos and other content relating to the User.

## 3. Term

The Terms of Service will come into effect on first access to the Service for the entire duration of use.

#### 4. Description of the Service

The Service enables Users to connect with each other, build communities, or also do networking.

The Service comprises a suite of online services provided by Uncommon Sports Group™, allowing the User to:

- Connect with people of <organization>, groups, businesses the User is interested in:
  - **Live feed:** allows Users to have access to a newsfeed aggregating contents posted via the application. They can comment on the posts.
  - **Recommend:** allows Users to suggest someone to be invited by the admin.
  - **Geolocation:** allows Users to be located via their device in order to know who is near them.
  - **Mentoring:** allows Users to declare themselves mentors in specific domains so they can be contacted by users wishing to be mentored.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
  - **Directory:** provide with the contact details of other Users.
  - **Private messages:** allow Users to discuss by private messages.
  - **Projects:** allows Users to create a project.
  - **Groups:** Users can be part of groups with all the features of the application.
  - **Event organization:** allows Users to create events.
- Ensure the safety and integrity of the Community Website with a **reporting tool** allowing the Users to signal contents and other Users.
- Participate in **fundraising events** organized by **Uncommon Sports Group™**;

- Share job offers or apply to job offers published in the Community Website;  
**usgconnect.online**
- Stay up to date with news about **Uncommon Sports Group™** and activities in the Community Website:
  - **Email campaign:** the User can receive emails campaigns from Uncommon Sports Group™
  - **Notification:** Users that have agreed can receive notifications sent by Uncommon Sports Group™.
  - **Media center:** Users can upload files that are stored in the Community Website.

These Terms of Service govern the use of each component of the Service.

## 5. Access to the Service

Access to the Service shall be subject to the creation of a User Account.

The Service is available on the website **usgconnect.online** or the mobile app **USG Connect** that can be downloaded through the Apple App Store and Google Play Store.

### 5.1. Requirements for the access to the Service

The User must ensure to has (the “User’s System”):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User’s choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

### 5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form accessible at the following address: [https://usgconnect.online/users/new\\_confirm](https://usgconnect.online/users/new_confirm)

The User shall enter user identification data such as name, surname, allocated user ID and email] and is invited to choose its Identifiers.

The User agrees to provide only accurate and complete information when creating or updating his/her Account information.

### **5.3. Access modalities**

In order to benefit from the Services, the User must log-in and enter identification data such as name, surname, and will choose its Identifiers the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of <customer name>. The User's password is modifiable by the User through the User's Account. The User is solely and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets her/his password, the User can generate a new one by clicking on the link "Reset my password" available <https://usgconnect.online/users/password/new>

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through his User Account, whether fraudulent or not, and guarantees **Uncommon Sports Group™** against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, she or he must immediately inform **Uncommon Sports Group™** by e-mail at the following address [info@uncommonsg.org](mailto:info@uncommonsg.org).

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify **Uncommon Sports Group™**.

Users may not use another's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

## **6. Cost of the Service**

The Service is available for free of charge - excluding any connection costs, whose price depends on your electronic communication service provider.

## 7. Intellectual property

### 7.1. Company's ownership

The Service and the Service Content belong and shall remain the property of **Uncommon Sports Group™** or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in this Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorization of **Uncommon Sports Group™**. Any use of these Service Content not expressly authorized by **Uncommon Sports Group™** shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of **Uncommon Sports Group™** or any of its schools or subdivisions for any purpose except with **Uncommon Sports Group™** prior written approval and in accordance with any restrictions required by **Uncommon Sports Group™**. These are the property of **Uncommon Sports Group™** or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

**Uncommon Sports Group™** is the producer of databases on the Community Website and <customer name> is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

### 7.2. User's right of use

**Uncommon Sports Group™** grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Service for User's personal, non-commercial purposes. User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of **Uncommon Sports Group™**.

In connection with the use of the Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

## 8. User's undertakings

The User represents and warrants that she or he retains ownership of all of his intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. **Uncommon Sports Group™** does not claim ownership of the User Content.

The User holds **Uncommon Sports Group™** harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, the User represents and warrants that she or he has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.

User warrants to be at least 18 years of age or older or an emancipated minor, or possess legal parental or guardian consent, and is fully competent, to use the Service and to enter into and comply with these Terms of Use. If the User is under the age of [XX years], the User must obtain verifiable consent from a parent or legal guardian. The parent or legal guardian shall be able to provide consent to her or his child's use of the Service and agree to be bound by these Terms of Use in respect to her or his child's use of the Service.

Persons aged 17 years old or less are not authorized to access the Service.

## 9. 2. User's rules of conduct

Generally, the User is committed to use the Services in accordance with **Uncommon Sports Group™** terms of service made available to the User in <https://www.uncommonsg.org/terms-and-conditions>.

User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker (“Objectionable Content”) via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by <customer name> (or any individual officer or employee of <customer name>); (3) use that can be confused with official communications of <customer name> or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

## **10. Reporting and moderation**

In order to ensure the Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the “Report as offensive” feature found under each post.

**Uncommon Sports Group™** has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. **Uncommon Sports Group™** has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);



- As well as the reasons for which the content must be removed.

If a User Content is reported, **Uncommon Sports Group™** reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in Article 11.2.

## **11. Termination, suspension, or revocation of access**

### **11.1. Deletion of the User Account by the User**

At any time, the User may delete its User Account without notice through the Community Website by contacting **Uncommon Sports Group™** at the address or email address mentioned in Article 15.

Deletion is effective immediately and all the data collected upon the subscription as well as the content published by the User on the Community Website is deleted after a period of 7 days from the date of the user's request.

### **11.2. Suspension or termination of the User Account by **Uncommon Sports Group™** in case of breach of the Terms of Use**

**Uncommon Sports Group™** retains the right to suspend User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by **Uncommon Sports Group™** of such a decision by email. The User has the possibility send an email to **Uncommon Sports Group™** to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within 14 days from suspension notification, **Uncommon Sports Group™** reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

### **11.3. Deletion of inactive User Account**

**Uncommon Sports Group™** will delete inactive accounts after a continuous period of two (2) year the User has not used the Community Website. The User will be informed by email of the deletion of his or her account subject to prior notice of two (2) weeks allowing the User to object such deletion.

## **12. Privacy; Confidentiality**

By using the Service, User's personal data, in the meaning of Data Protection Law, may be collected and processed by **Uncommon Sports Group™**, in compliance with the **Uncommon Sports Group™** Privacy Policy and the Cookie Policy, (collectively, "Privacy Policies").

**Uncommon Sports Group™** will treat User Content as confidential information in accordance in accordance with these Terms of Use and the Privacy Policies.

### **13. Limitation of Warranty and Liability; Indemnification.**

**Uncommon Sports Group™** is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

**Uncommon Sports Group™** shall not be responsible for User's System nor any problems arising from or related to User's System or caused by the Internet. User is responsible for the security of the User System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of Article 10, any document, information, data, or elements available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances **Uncommon Sports Group™** accepts liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted, and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and **Uncommon Sports Group™**. **Uncommon Sports Group™** will have no responsibility or liability in connection with the User Content.

**Uncommon Sports Group™** expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Services.

### **14. Hypertext links**

The Community Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. **Uncommon Sports Group™** does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

## 15. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please email us at [info@uncommonsg.org](mailto:info@uncommonsg.org) or post it at the following address: 6318 Cambridge Street, Minneapolis, MN 55416

The User can use these contact details for any technical support request.

## 16. Miscellaneous

Governing Law and jurisdiction. These Terms of Use, will be governed by the laws of Minnesota, within the United States of America, without regard to its conflicts of laws principles.

The User is informed, as consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method. In particular, the User may refer the matter to the Consumer Ombudsman <https://www.usa.gov/consumer-complaints>.

The User can submit a dispute to the Online Dispute Resolution platform proposed by the European Commission, which may be accessed at the following address: <http://ec.europa.eu/consumers/odr/>.

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of this Service or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth in Article 11.

Change of the Service. **Uncommon Sports Group™** may further develop or modify the Service or the Service Content only to improve its quality. The User will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and **Uncommon Sports Group™** with respect to the subject matter hereof.

Convention of proof. Electronic documents exchanged by electronic means between the User and the **Uncommon Sports Group™** shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case **Uncommon Sports Group™** may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.

## Uncommon Sports Group™ - Terms and Conditions

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These Terms and Conditions (this "Agreement") apply to any and all online purchases of merchandise by you ("you" or "your") from Managers on a Mission (Uncommon Sports Group, AuthenticAthleticApparel), a Minnesota nonprofit corporation (the "Organization").

You must enter into this Agreement to purchase goods from the Organization. BY PURCHASING GOODS FROM THE ORGANIZATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PURCHASE GOODS FROM MANAGERS ON A MISSION (Uncommon Sports Group, AuthenticAthleticApparel):

### **1. Application of Agreement:**

This Agreement shall apply to all goods sold by Organization via the online platform (the "Platform") containing the link to this Agreement (the "Goods").

### **2. Goods**

The Organization agrees to sell, and you agree to purchase, the Goods identified on the Platform for the purchase price as agreed to via the Platform. You understand and agree that the Goods were donated to the Organization to support its charitable mission, may not be new or unused, and may not be usable for their intended purpose.

### **3. Payment Terms:**

Payment terms are as agreed to on the Platform or Online Marketplace.

### **4. Warranties:**

ALL CLOTHES SHOULD BE WASHED BEFORE YOU WEAR THEM. THE GOODS ARE SOLD AS-IS. THE ORGANIZATION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE GOODS SOLD. THE ORGANIZATION EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

### **5. Limitation of Liability:**

EXCEPT TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE ORGANIZATION, IN NO EVENT SHALL THE ORGANIZATION BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. THE ORGANIZATION'S LIABILITY FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO THE ORGANIZATION FOR THE GOODS.

## **6. Inspection of goods:**

Without limiting the foregoing, your exclusive remedy for the purchase of the Goods shall be that the Organization shall, at its option, repair or substitute the Goods at no cost to you or refund any purchase price paid for the Goods. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

## **7. Force Majeure:**

The Goods are subject to inspection upon receipt. Except as set forth in the terms of the Platform, you shall be deemed to have accepted the Goods unless you notify the Organization of any rejection within three (3) business days of receipt of the Goods. The Organization's delivery of the Goods is contingent on, and the Organization shall not be responsible for delays or failure to perform due to, any delays or failure to perform any obligation under this Agreement due to fires, explosions, acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, government restrictions, compliance with or any action taken to carry out the intent or purpose of any law or regulation, or other accidents or other causes or contingencies not caused by the Organization or over which the Organization has no reasonable control.

## **8. Governing Law:**

This Agreement represents the entire and integrated agreement between you and the Organization and no representations or promises, verbal or otherwise, have been made except as herein set forth. Clerical errors are subject to correction. In the event of any conflict between the terms and conditions of the Platform and this Agreement, such terms and conditions shall control. This Agreement is to be governed by the laws of the State of Minnesota. The parties hereto hereby acknowledge and consent to personal jurisdiction and venue exclusively in Hennepin County, Minnesota. Any provision part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. No modification or amendment to this Agreement or consent to the waiver of any of the terms hereof, shall be binding unless made in writing and signed by both you and the Organization.

## **Uncommon Sports Group™ - USG Connect App End User License Agreement**

This End User License Agreement (“Agreement”) is between you and USG Connect and governs use of this app made available through the Apple App Store. By installing the USG Connect App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the USG Connect App.

In order to ensure USG Connect provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature found under each post.

### **1. Parties**

This Agreement is between you and USG Connect only, and not Apple, Inc. (“Apple”).

Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. USG Connect, not Apple, is solely responsible for the USG Connect App and its content.

### **2. Privacy**

USG Connect may collect and use information about your usage of the USG Connect App, including certain types of information from and about your device. USG Connect may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the USG Connect App.

### **3. Limited License**

USG Connect grants you a limited, non-exclusive, non-transferable, revocable license to use the USG Connect App for your personal, non-commercial purposes. You may only use the USG Connect App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

### **4. Age Restrictions**

By using the USG Connect App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the USG Connect App does not violate any applicable law or regulation. Your access to the USG Connect App may be terminated without warning if USG Connect believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child’s use of the USG Connect App, you agree to be bound by this Agreement in respect to your child’s use of the USG Connect App.

### **5. Objectionable Content Policy**

Content may not be submitted to USG Connect, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated

substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

#### 6. Warranty

USG Connect disclaims all warranties about the USG Connect App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, USG Connect, not Apple, shall be solely responsible for such warranty.

#### 7. Maintenance and Support

USG Connect does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, USG Connect, not Apple, shall be obligated to furnish any such maintenance or support.

#### 8. Product Claims

USG Connect, not Apple, is responsible for addressing any claims by you relating to the USG Connect App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the USG Connect App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

#### 9. Third Party Intellectual Property Claims

USG Connect shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the USG Connect App. To the extent USG Connect is required to provide indemnification by applicable law, USG Connect, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the USG Connect App or your use of it infringes any third party intellectual property right.