

## **SWATourneys (“SWAT”) TERMS OF SERVICE**

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## Privacy Policy

SWAT seeks to protect privacy and the personal information that SWAT obtains and this policy applies to all personal information SWAT receives in electronic, paper or verbal format. However, the purpose of the Site is to provide a tournament platform that allows youth baseball teams to compete. In order to do so, the Site presents information about teams and players, that SWAT deems desirable, useful and/or necessary, including pictures, videos, names, schools attended, performance statistics and the like. Players always have the option to not provide any information by choosing not to use our services through our Site and SWAT will adhere to any removal requests that are sent in writing or email to [swatourneys@gmail.com](mailto:swatourneys@gmail.com). SWAT reserves the right to verify any removal request directly with the player requesting removal (or their legal guardian if the player is a minor).

**1.0 Collection and Use of Personally Identifiable Information.** SWAT collects, uses and displays personal and performance information collected from a number of sources, including participation in and results from SWAT sponsored events and from prep school events, and information that player participants and others who are familiar with player participants (such as parents, coaches or SWAT state directors), provide to us directly or which we obtain from publicly available information. Information we obtain may include player names, addresses, email addresses, phone numbers, schools attended, academic performance data, awards, parent information, and other information such as performance statistics and pictures/videos. SWAT may use certain of your personal information (name, image/video, statistics) as is necessary or desirable for the Site or its services, or for SWAT informational newsletters and promotional materials, but SWAT will seek to limit the disclosure of personal information to the minimum necessary in order to promote and report on prep baseball players to college scouts and others. SWAT may use your personal information to contact you for any purpose that SWAT deems necessary.

**2.0 Non-Personally Identifiable information Collected Through Technology.** SWAT and its advertisers use and collect certain information through internet technology that, standing alone, does not personally identify you, nor will such information be used to personally identify you (except in the case of a valid Court order requiring identification). Such information may include: (i) Log Files - The Site's technology may gather certain information automatically and store it in log files. Log files can include IP addresses, browser information, ISP identity, referring/exit pages, operating system identification, date/time information, and/or click data. This information does not personally identify you. SWAT may use this information for analysis of Site use, for administration of the Site, and/or for user demographic information. SWAT may use third-party log file services to obtain such tracking data and information; (ii) Cookies - your browser preferences may be set to allow the Site to temporarily or permanently store and use small text files within

your web browser. These text files are known as “cookies.” Cookies enhance and enable ease of use of the Site. SWAT and its advertisers may use “session ID cookies” which expire when you close your browser. SWAT and its advertisers may also use “persistent cookies” which remain on your hard drive for an extended period of time. A persistent cookie may store your passwords to enable quick log-on to the Site. Persistent cookies are removable by you and you may also set your browser preferences to disable all cookies, but if you do so, your navigation of the Site may be impaired. Cookies on our Site collect non-personally identifiable information about visitors to our Site and may be used to provide you with advertisements about goods and services of interest to you. We have no access to or control over third party advertiser cookies; (iii) Clear Gifs - the Site may use clear gifs (that may be known as web beacons/web bugs), that help us and/or our advertising partners and/or web analytics partners to manage Site content and/or place with you advertisements about goods and services of interest to you, whether on our Site or on another website. If used, clear gifs are embedded invisibly on the Site. They can be used in HTML-based emails to tell us if an email has been opened. Clear gifs can allow SWAT and its advertisers on the Site to review and enhance its communications and/or marketing. Clear gifs on our Site collect non-personally identifiable information about visitors to our Site and may be used to provide you with advertisements about goods and services of interest to you. We have no access to or control over third party advertiser clear gifs; (iv) Profile Information. SWAT is engaged in ongoing efforts to improve its Site, and deliver to you effective promotions and products/services marketing that is tailored to its users preferences, both individually and collectively. To this end, SWAT may create individual and collective profiles of its users and their preferences through the use of cookies, log files, clear gifs and other means. Any such profiles use non-personally identifiable information about you; and (v) Sharing Aggregate Information (non-personally identifiable). SWAT may cookies, log files, clear gifs and other means to aggregate its users demographic information. SWAT may share this aggregated information with its partners and advertisers. Aggregated information does not personally identify you.

**3.0 Service Providers.** SWAT may use third parties to provide services and content on our Site. Service Providers may obtain your personal information, to the extent it is used for the services and content on our Site. Service Providers may not use your personal information for any other purpose.

**4.0 Advertisements on Our Site.** This Privacy Policy does not apply to third party advertisements on our Site that take you to a third party site. Such a third party site may collect information about you. This Privacy Policy does not apply in such circumstances the third party web site’s privacy policy, will apply to the collection and use of your personal information.

**5.0 Choice/Opt-out.** You may opt out of receiving communications from SWAT, such as newsletters. You may also opt out from SWAT sharing your information with others for promotions, advertising and marketing. You may opt-out from the Site entirely, in which case all private information about you will be deleted. Any opt-out may take 30 or more days to fully implement. In order to opt out, please contact us directly (see Section 10 - Contact Us).

**6.0 Legal Requests.** We may be required by law to disclose your information and SWAT will comply with all legal obligations. SWAT may also disclose your information when disclosure is desirable or necessary for the protection of SWAT.

**7.0 Disclaimer.** The security of your personal information is important to SWAT, but this Privacy Policy sets forth policy only, and is not to be construed as any contractual commitment to you for the protection of your privacy or your personal information. SWAT makes no representation or warranty, express or implied, that your personal information will only be disclosed in accordance with this Privacy Policy. SWAT does not guarantee the security of your personal information. Disclosure or use contrary to this Policy may result from the intentional acts of third parties, such as unlawful acts of hackers, or those that misuse your personal information collected from the Site, and SWAT has no liability or obligation to you for such intentional acts of third parties. SWAT is not responsible for and disclaims any responsibility or liability for the privacy practices of other sites to which the SWAT sites link.

**8.0 Sale of SWATs Business.** If SWAT is sold, your information will likely be among the assets transferred.

**9.0 Changes to this Privacy Policy.** SWAT reserves all rights to amend or modify this Privacy Policy at any time, for any reason, without notice. Changes to this Policy will be posted as deemed appropriate. Any revisions apply immediately on posting.

**10.0 Contact Us.** If you have any questions or suggestions, or you wish to opt out, please contact us via mail at: SWATourneys, [swatourneys@gmail.com](mailto:swatourneys@gmail.com), 3801 Dillon Industrial Drive, Clemmons, NC 27012.

## Site Terms of Use

**Registration and Access Controls:** You must provide us with accurate and complete registration information for your user account, and you must update the information when it changes. The confidentiality of your user account login names and passwords are your responsibility, and you cannot transfer or disclose this information except to related members of your household. If you have reason to believe that someone is using your account without your permission, you should inform us immediately. We are not responsible for any loss or damage resulting from unauthorized use.

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**Site Acceptable Use Terms:** You may not, directly or indirectly, do any of the following:

- Maintain any link to the Site that we ask you to remove;

- Make the Site's Content available via in-line links, otherwise display the Site's Content for commercial purposes or in connection with an unauthorized logo or mark;
- Deprive SWAT of any revenue from the Site;
- Use the Site to threaten, defame, harass or intimidate others, or engage in or encourage illegal activities;
- Use the Site to transmit inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, or racist information, or information that SWAT deems, in its sole discretion, to be objectionable;
- Violate any person's or entity's legal rights;
- Hack or seek to hack the Site in order to gain unauthorized access to the Site's content;
- Transmit to the Site files that contain viruses, spyware, adware, or other harmful code;
- Interfere with others using the Site or otherwise disrupt the availability of the Site;
- Disassemble, decompile or otherwise reverse engineer any software or other technology included in or as part of the Site's Content, or which is used to provide the services offered on the Site;
- Transmit, collect, or access personally identifiable information about other Site users, about players, or about Site subscribers;
- Use any unauthorized automated means to access the Site or obtain data from the Site;
- Impersonate any person or entity or misrepresent materials you transmit;
- Remove, avoid, interfere with, or otherwise circumvent any Site access control measures, such as password-protected areas or digital rights management measures;
- or Access any portion of the Site that you are not authorized to access, such as by accessing or using another user's account or information, or allowing a third party to use your account or access credentials.

If you violate any of these Site Acceptable Use Terms, SWAT may immediately terminate your access to the Site, and take any other actions permitted by law.

**Legal Complaints:** If you have a legal complaint, please contact SWAT: SWATourneys, 3801 Dillon Industrial Dr, Clemmons, NC 27012, or via email at [swatourneys@gmail.com](mailto:swatourneys@gmail.com)

**Access to the Site:** SWAT may take any of the following actions, for any reason, with or without giving you prior notice:

- Change, modify or discontinue the services offered at the Site;
- Change, modify or discontinue Site Content;
- Restrict, suspend or terminate your access to the Site;

- and/or Deactivate your account and delete all related information and files in your accounts.

SWAT has no liability to you or any third party for any of these actions.

**Indemnification:** You will indemnify and hold harmless SWAT, its affiliates, and all of their and its respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors, licensees, or other representatives and all of their successors and assigns (collectively, the “SWAT Parties”) with respect to all third party claims, costs (including attorney’s fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your breach of these Terms. SWAT reserves the right to assume the exclusive defense and control of any claim subject to this indemnification, and you agree to cooperate with SWAT to defend such claim and to pay all of SWAT’s attorneys’ and experts’ fees and costs. You may not settle any claim without SWAT’s approval.

**Disclaimers; Limitation of Liability:** THE SITE, INCLUDING ALL SITE CONTENT, IS PROVIDED ON AN “AS IS,” WHERE-IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE. IN NO EVENT WILL THE SWAT PARTIES’ LIABILITY FOR DAMAGES TO YOU EXCEED THE AMOUNTS PAID BY YOU TO SWAT FOR A SITE SUBSCRIPTION IN THE FOUR MONTHS PRECEDING THE CLAIM. SWAT SHALL HAVE NO LIABILITY TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SITE (INCLUDING ITS SERVICES, FUNCTIONS AND CONTENT), EVEN IF FORESEEABLE OR EVEN IF SWAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SWAT PARTIES DO NOT EXPRESSLY OR IMPLIEDLY WARRANT: (i) THAT USE OF THE SITE, ANY OF THE SITE’S FUNCTIONS OR ANY SITE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE; (ii) THAT ANY SITE DEFECTS WILL BE CORRECTED; (iii) THAT THE SITE OR THE SERVERS HOSTING THE SITE ARE VIRUS FREE; OR (iv) THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SITE WILL CONTINUE BE AVAILABLE. THE SWAT PARTIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Governing Law, Venue, and Jurisdiction:** These Terms and all claims arising from or related to your use of the Site will be governed by and construed in accordance with the laws of the State of North Carolina. You agree to exclusive jurisdiction in the state and federal courts located in Forsyth County North Carolina. SWAT may seek injunctive or other equitable relief from any court

of competent jurisdiction. You must file any claim or action related to use of the Site or these Terms within one year after such claim or action accrued. Otherwise, you waive the claim or action.

**Miscellaneous:** If we have to notify you, an email to your registered email address will suffice. You may update your email address on the Site. If you do not provide us with accurate information, we are not responsible for any failure to notify you. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms, including all revisions, constitute the entire agreement between us and supersede all prior agreements with respect to the subject matter hereof. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

**If you do not agree to these Terms, you should immediately stop using the Site.**

## **Content Terms of Use**

**User Submissions:** Some of the services on the Site may include submission or transmission of video, text, or other materials, including so-called “user generated content” and “feedback” (“User Submissions”) to or through the Site. When you provide User Submissions, you grant to SWAT and its affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, license to use, reproduce, archive, edit, translate, create derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those User Submissions. You hereby waive any moral rights you may have in your User Submissions. If you owned a User Submission before providing it to SWAT, you will continue owning it after providing it to us, subject to the rights granted above. Please note that if you delete a User Submission from the Services: The User Submission may still exist in our backup copies, which are not publicly available. If your User Submission was shared with third parties, those third parties may have retained copies of your User Submissions, and neither we nor our affiliates have any responsibility for any uses of your User Submission that they might make. Except as provided in the Privacy Policy we do not represent or commit that User Submissions will be private, even if the User Submission is in a password-protected area.

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**Copyright Infringement:** SWAT's policy is to respond to copyright infringement notices in accordance with the requirements of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Site, please notify SWAT's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit SWAT to contact you, such as your address, telephone number, and, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- and A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following: DMCA Agent Attn: SWATourneys  
Address: 3801 Dillon Industrial Dr, Clemmons, NC 27012 Telephone: 336-999-2879 Email:  
swatourneys@gmail.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying SWAT that your copyrighted material has been infringed. The preceding requirements are intended to comply with SWAT's rights and obligations under the DMCA but do not constitute legal advice. It is advisable to contact an attorney regarding your rights and obligations under the DMCA.