

Terms and Conditions

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To use this Site, You must read and accept all of the terms and conditions contained in, linked to, and/or incorporated by reference in, this Agreement. TEAM may change the terms of this Agreement from time to time, effective upon posting of an updated version of this Agreement on the Site. TEAM will attempt to provide You notice of such changes, as it deems necessary, either here or through other reasonable methods. You agree to check this Agreement regularly and review any such changes. Your continued use of the Site, after notification to You by posting on this Site or of any amended terms, constitutes Your agreement to the amended terms of this Agreement.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND TEAM AND CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

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2. **Proprietary Rights in Site Content; Limited License.**
 - a. **Proprietary Rights.** You acknowledge and agree that all content on the Site, including designs, text, graphics, pictures, photographs, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the property of TEAM, its content providers, and/or their respective owners, and that TEAM, its content providers, and/or the respective owners, retain all right, title, and interest in the Site Content. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without TEAM's prior written permission. Further, You agree and acknowledge that, notwithstanding that TEAM permits access to the Site Content, the Site Content or its use or the use of this Site is protected by patents, copyrights, trademarks and other proprietary rights, that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, Your use of the Site Content shall be governed and constrained by applicable patent, copyright, trademark and other intellectual property laws. Modification or

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gathering practices, of any site to which You navigate from the Site or relating to any applications You use or install from the Site.

4. Disclaimers.

- a. Content.** TEAM is not responsible or liable in any manner for any Third Party Sites, Third Party Applications, Software or Content posted on or accessible through the Site.
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- d. Limitation on Liability.** IN NO EVENT WILL TEAM OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT

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5. **Indemnification; Release.** You agree to indemnify, defend, and hold TEAM and its members, managers, officers, employees, agents, subsidiaries and affiliates, harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the Site and/or the Site Content, Your violation of these Terms or any law, or any breach of the representations, warranties, and covenants made by You in this Agreement. TEAM reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify TEAM, and You agree to cooperate with TEAM's defense of these claims. TEAM will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it, but failure to provide such notice will not release You from any of Your obligations pursuant to this Section, and will not relieve You from any other liability that You may have to TEAM other than under this section.
6. **Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the state of California. Any controversy or claim You have arising out of or relating to these Terms of Use shall be brought solely by You as an individual and not as part of, or as a representative of, a class. To the fullest extent permitted by law, any controversy or claim You have shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. The arbitration shall be held in Woodside, California. All

submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the state of California shall have exclusive jurisdiction and venue over any action enforcing the arbitration award. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in relation to the arbitration and possible subsequent enforcement actions.

7. **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
8. **Notice.** TEAM may give notice to You by means of a general notice on the Site. You may give notice to TEAM by any of the following: (a) first class mail at the following address: 3 Bridle Lane, Woodside CA 94062 or (b) email to the following email address: info@myteam.org.
9. **Miscellaneous.** This is the entire agreement between You and TEAM and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter. No joint venture, partnership, employment, or agency relationship exists between You, TEAM or any third party provider as a result of this Agreement or use of the Site, or the Site Contents. If any provision in this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under applicable law. Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. The terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You but may be assigned by TEAM without restriction. Failure by TEAM at any time to require performance of any provision of these Terms will in no manner affect TEAM's right at a later time to enforce the same.

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