

# CHARGE, LLC

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By accessing and using any of the Sites, you confirm your agreement to these Terms of Use and the Privacy Policy. If you do not agree to or do not want to be bound by these Terms of Use, you are not authorized to use the Sites and should immediately exit the Sites. CHARGE reserves the right, at our discretion, to amend the Terms of Use, and to change, add, remove, or otherwise modify any aspect, content or feature of the Sites at any time. Please check these Terms of Use periodically for any changes. Your continued use of the Sites following the posting of changes to these Terms of Use shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

### ELIGIBILITY

You must be 16 years of age or older to visit or use the Sites in any manner, and, if under the age of 18 or the age of majority as that is defined in your jurisdiction, must use the Sites under the supervision of a parent, legal guardian, or other responsible adult. By visiting the Sites or accepting these Terms of Use, you represent and warrant to CHARGE that you have reached the age of majority in your jurisdiction, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to CHARGE that you will use the Sites in a manner consistent with any and all applicable laws and regulations.

### OWNERSHIP

All content included on the Sites, including, without limitation, text, graphics, images, designs, artwork, photographs, logos, audio or video clips, digital downloads, data compilations and software, is the property of, or licensed to, CHARGE or is the property of CHARGE’s content suppliers or licensors and protected by the laws of the United States and other countries and international treaties. The compilation of all content of the Sites is the property of CHARGE and is protected by the laws of the United States and other countries and international treaties. CHARGE’s marks indicated on the Sites are registered trademarks of CHARGE. All other marks that are not owned by CHARGE that appear on the Sites, such as those of CHARGE’s clients, are the property of their respective owners, which may or may not be affiliated with or connected to CHARGE. All of the above marks may not be copied, downloaded or otherwise exploited without the permission of CHARGE or the owner of such marks.

### LICENSE AND SITES USE

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## **YOUR ACCOUNT**

If you use the Sites, you are responsible for maintaining the confidentiality (as applicable) of account information, credit card information, usernames, passwords and IDs that may be required to use the Sites from time to time ("Account Information") and for restricting access to your computer or other devices, and you agree that you are responsible for all activity that occurs under or with the use of your Account Information (including, without limitation, usernames and password). You agree to notify CHARGE immediately of any unauthorized use of your account or password, or any other breach of security. CHARGE's site security policies are contained in the Sites' Privacy Policy. CHARGE reserves the right in its sole discretion to refuse access to the Sites or the products and services provided through it, terminate accounts and usage rights, edit, or remove content or "submissions" (as defined below) and cancel orders or requests for materials made through the Sites.

### **User Conduct**

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Sites for any unlawful purposes or inappropriate uses, including but not limited to the following:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm CHARGE or users of the Sites or expose them to liability.

- Use the Sites in any manner that could disable, overburden, damage, or impair them or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any part of the Sites.
- Use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Sites.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the servers on which the Sites are managed, or any server, computer or database connected to the Sites.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

### **User Contributions**

CHARGE may, in its sole discretion, permit you from time to time to post, submit, publish, display or transmit (hereinafter, "submit") to CHARGE through the Sites content or materials including, without limitation, feedback or ratings related to the Sites (including, without limitation, comments, reviews, email messages) or any creative suggestions, ideas, notes, drawings, concepts or other information sent to the Sites or other means of transmission or delivery, (collectively, "User Contributions").

Any User Contribution you submit will be considered non-confidential and non-proprietary. By providing any User Contribution on the Sites, you grant us and our affiliates, business partners, and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, without further notice to or consent from you, and without payment to you or any person or entity.

You represent and warrant that:

- You either own or control all rights in and to the User Contributions or have the right to grant the license granted above to us and our affiliates, business partners, and service providers, and each of their and our respective licensees, successors and assigns;
- Your User Contributions will not contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable or otherwise violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations;

- Neither your User Contributions nor use of your User Contributions as contemplated herein will infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or entity; and
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CHARGE, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions submitted by you or any other user of the Sites.

## **CONTENT LINKED TO THE SITES**

Please exercise discretion while browsing the internet using the Sites. You should be aware that while you are on the Sites, you could be directed to other websites that are beyond our control. There are links to other sites from the Sites' pages that take you outside the Sites. This includes links to organizations, fan clubs, advertisers, and regional sections, as well as sites maintained by CHARGE sponsors, CHARGE clients, CHARGE events, CHARGE affiliates and CHARGE content partners (among others) that may or may not use our logo. These other sites may send their own cookies to users of their sites, collect data, or solicit personal information. These other sites may contain content or information that you may find inappropriate or offensive. CHARGE reserves the right (but shall have no duty) to disable links from these third-party sites to the Sites. CHARGE makes no representations concerning the content of sites linked to the Sites or listed in any of our directories. Consequently, CHARGE cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in our search results or otherwise linked to the Sites.

## **DISCLAIMER**

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## **INDEMNIFICATION AND RELEASE**

You agree to indemnify and hold harmless CHARGE, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Sites, including, but not limited to, your User Contributions, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Sites.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## **LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CHARGE, ITS AFFILIATES, BUSINESS PARTNERS, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "CHARGE PARTIES") BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, OR SUCH OTHER WEBSITES OR ANY SERVICES, ITEMS, OR PRODUCTS OBTAINED THROUGH THE SITES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SITES EXCEED ONE-HUNDRED DOLLARS (\$100 U.S.). YOU ACKNOWLEDGE THAT THE COMPANY WOULD NOT MAKE AVAILABLE THE WEBSITE OR THE SERVICES TO YOU WITHOUT THIS PROVISION.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **GEOGRAPHIC RESTRICTION AND JURISDICTIONAL ISSUES**

CHARGE, the owner of the Sites, is based in the state of Indiana in the United States. We provide the Sites for use only by persons located in the United States. We make no claims that the Sites or any of their content are accessible or appropriate outside of the United States. Access to the Sites may not be legal by certain persons or in certain countries. If you access the Sites from outside of the United States, you do so on your own initiative and are responsible for compliance with local laws. You agree that all matters relating to your access to or use of the Sites, including all disputes, will be governed by the laws of the United States and by the laws of the State of Indiana without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Indianapolis, Indiana, and waive any objection to such jurisdiction or venue.

## **TERMINATION**

These Terms of Use are effective until terminated by either party. Your access to the Sites may be terminated immediately without notice from us for any reason, including without limitation, if, in our sole discretion, your failure to comply with any term of these Terms of Use. Upon such termination, you must cease use of the Sites and destroy all materials obtained from such site and all copies thereof, whether made under the terms of these Terms of Use or otherwise. You may terminate at any time by discontinuing use of the Sites. Upon such termination, you must destroy all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Terms of Use or otherwise.

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512, CHARGE reserves the right, but not the obligation, to terminate your license to use the site if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether the material or activity is ultimately determined to be infringing. In addition, pursuant to 17 U.S.C. Section 512(c), CHARGE has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All notifications of claimed infringement should be sent to the Service Provider's Designated Agent. Notification must be submitted to the following:

Designated Agent:

By Mail: CHARGE, LLC, 7163 Whitestown Parkway, #207, Zionsville, IN 46077 USA

Phone: (317) 569-0300

Attention: President

Email: [info@chargesponsorship.com](mailto:info@chargesponsorship.com)

To be effective, any written notice regarding defamatory or infringing activity must be a written communication that includes the following information:

- A physical or electronic signature of the person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit CHARGE to locate the material;
- Information reasonably sufficient to permit CHARGE to contact you, such as an address, a telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- 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 the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **GENERAL PROVISIONS**

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between us relating to the subject matter herein, supersede all prior or contemporaneous communications and proposals, whether oral or written, and shall not be modified except in writing, signed by both parties. CHARGE will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. CHARGE's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by CHARGE of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between CHARGE and you or any other party be deemed to modify any provision of these Terms of Use. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of CHARGE. Any assignment of the foregoing other than as provided for in this section shall be null and void, ab initio.

No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the site or access to the site. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

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