

Terms and Conditions of Use

1. ACCEPTANCE OF TERMS

Who2Start.com ("W2S") provides its service to you, subject to the following Terms and Conditions of Use (the "Terms"), which may be updated by us from time to time without notice. You can review the most current version of the Terms at any time at [insert our ToS link here] Your use of our site constitutes your agreement to all such terms, conditions, policies and notices (the "Agreement").

2. DESCRIPTION OF SERVICE

You understand and agree that the information, whether web or email based ("Service") is provided "AS-IS" and that W2S assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the information and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. MODIFICATIONS TO SERVICE

W2S reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that W2S shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

W2S may change, add or remove any part of this Agreement, or any other terms associated with the use of the site, at any time, by posting a notice of such changes to the Terms of Service page of the web site. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use W2S properties after the notice is posted, you are indicating your acceptance of those changes.

4. SPONSORS, THIRD PARTIES AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such sponsor, third party or advertiser. You agree that W2S shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties or

advertisers on the Service.

5. LINKS

W2S may provide, or third parties may provide, links to other World Wide Web sites or resources. Because W2S has no control over such sites and resources, you acknowledge and agree that W2S is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that W2S shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. W2S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. W2S MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (vi) OR THAT THIS WEB SITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEB SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM W2S OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY

WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

e. THIS WEB SITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, MARKET DATA, STOCK QUOTES OR OTHER INFORMATION CREATED BY W2S OR BY THIRD-PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT IN THIS SITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING THE MARKET DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE. SUCH CONTENT IS NOT INTENDED FOR THE PURPOSE OF TAX OR INVESTMENT ADVICE AND IT DOES NOT ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT.

f. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE SITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY W2S AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

7. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT W2S SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF W2S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

8. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

9. TRADEMARK INFORMATION

All materials on this site and through email ("Online Materials"), including, without limitation, names, logos, trademarks, service marks, images, articles, columns,

graphics, photographs, illustrations, artwork, audio clips, video clips, software, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by W2S or by other parties that have licensed their material to W2S. Except as specifically provided herein, no Online Materials may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify the content on this site. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this site for other than its intended purposes is prohibited.

10. NON-WAIVER

The failure of W2S to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

11. HEADINGS FOR CONVENIENCE ONLY

The section titles in the Terms are for convenience only and have no legal or contractual effect.

12. VIOLATIONS

Please report any violations of the Terms to our Customer Service Department at [enter our admin email here]

13. INDEMNIFICATION:

You agree to indemnify, defend and hold W2S harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

14. LETTERS OR OTHER SUCH COMMENTS OR MATERIALS:

Any comments, materials, or letters sent by you to W2S regarding Online Materials, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. W2S shall have no obligation of any kind with respect to such

Received Materials and W2S will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction. Furthermore, W2S is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to InterSport for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other obligations to anyone, including you.

15. PRIVACY

You can read the W2S privacy statement [do we need a privacy statement?]

16. RESTRICTIONS ON USE:

You may not use W2S sites or their content for any illegal purpose or in any manner inconsistent with these Terms. You agree to use InterSport sites solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

17. SEVERABILITY:

If any provision of this Agreement is found invalid or unenforceable, the provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force.

18. ENTIRE AGREEMENT:

This Agreement and any other terms and conditions of service on [<http://who2start.com>] constitute the entire agreement between you and W2S and govern your use of the Service.

19. REFUSAL OR DISCONTINUANCE OF SERVICE:

W2S reserves the right to refuse or discontinue service to any user for non-compliance with these Terms.

20. CHOICE OF LAW AND FORUM:

This Agreement will be governed by the laws of the State of Texas. Any dispute arising from the terms of this agreement or breach of this agreement will be governed by the laws of the State of Texas and you agree to personal jurisdiction by the state and federal courts sitting in Austin, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with these Terms and

agree to submit to binding arbitration.

21. AVAILABILITY

W2S can accept customer questions until 9:45 AM CST on Sundays. Questions related to Thursday games will need to be submitted no later than 9:45 AM CST on Thursdays. W2S cannot guarantee replies after these times.

I HAVE READ AND UNDERSTAND THIS SUBSCRIBER AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.