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## Monumental Sports & Entertainment Terms of Use

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### Introduction

These Terms of Use govern your use of our online interfaces, features and properties including, but not limited to, websites (“**Sites**”), mobile apps (“**Apps**”), devices such as connected-television devices, smart televisions and gaming consoles (together, “**Devices**”), and any other online service owned and controlled by Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment, its [Affiliates \(defined below\)](#) (collectively, “**MSE**” or “**We**”), that links to these Terms of Use, including all information, software, products and services available from or offered in conjunction with any Sites, Apps or Devices (collectively, the “**Services**”). By accessing any of the Services, you agree to and are bound by these Terms of Use.

MSE welcomes you (“**you**” or the “**User**”) as a viewer, reader, or user of our Services and encourages you to explore and fully enjoy the content and services available on the Services. Before you do, however, we ask that you please read the following Terms of Use (the “**Terms**”). We make the Services available to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated in these Terms. PLEASE READ THE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS. THE TERMS CONTAIN AN AGREEMENT TO ARBITRATE THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES. BY ACCESSING OR OTHERWISE USING THE SERVICES, YOU AGREE THAT THESE TERMS CREATE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MSE. Except as stated in the [Prohibited Conduct](#) section, you may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on any of the Services (including any Sites), deep-link to any feature or content on any of the Services, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to any of the Services. Any person or entity who violates these Terms by interacting with the Services through the use of crawlers, robots, browsers, data mining or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party, is considered to be using the Services. **If at any time you do not accept all of these Terms, you must immediately stop using the Services.**

### Additional Terms

You should note that some of our Services or specific portions or features of our Services may be subject to additional policies, terms, license agreements, user agreements, conditions and/or restrictions (collectively,



**“Additional Terms”**), and such Additional Terms are incorporated herein by reference. For instance, any Additional Terms relating to any Services that allow Users to post comments and participate in discussion boards will apply to Users of those services in addition to these Terms. Sometimes, but not always, you may be asked to indicate your acceptance of Additional Terms by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of an agreement to the Additional Terms.

Please review all Additional Terms for any Services you use. If any Additional Terms for any activity in which you participate conflict with these Terms, the Additional Terms will govern. Additional Terms are incorporated into and made part of these Terms by reference.

### ***Electronic Communications & Notices***

When you use the Services or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the relevant Services or Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

You are responsible for providing, at your expense, any access to the Internet and any required equipment. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, we will provide you with paper copies upon request. You may make such a request via any of the channels or methods listed in the [Contact Us](#) section. If you withdraw your consent, we reserve the right to terminate your use of the Services.

### ***Translation***

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with MSE, and any inconsistencies among the different versions will be resolved in favor of the English version.

### ***Modification***

MSE reserves the right to modify any of these Terms at any time and its sole discretion. MSE will provide notice of such changes by posting the modified Terms on this page and by indicating [above](#) the date the Terms were last updated so you should periodically visit this page to review them. By continuing to use the Services after such notice of the modifications is given, you are agreeing to such modifications. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within the Services.

### ***Privacy Practices***

On certain areas of our Services, you may be given the ability to provide us with personal information. Please review the terms of our [Privacy Policy](#), located [here](#) so that you are aware of how MSE collects and uses your information. The Privacy Policy applies to information you submit on the Services, and you hereby agree to the terms of the Privacy Policy. Because the Services are potentially accessible throughout the world, personal information that MSE collects may be stored and processed in the United States of America or any other country in which MSE or its agents maintain facilities.



By using the Services, you consent to the collection and use (as described in the [Privacy Policy](#), of this information, including its transfer to the United States, Ireland and/or other countries for storage, processing and use by MSE and those companies that are under the common control of its parent company, Lincoln Holdings LLC (“**Lincoln Holdings**”), including its affiliates, subsidiaries, and other parent companies under the various MSE brands (“**Affiliates**”). The Privacy Policy is also incorporated into and made a part of these Terms. For a current list of our brands, visit <https://monumentalsports.com/brands>.

## Permitted Uses

### *Minimum Age*

By using the Services, you certify that you are above the age of majority where you reside (usually 18 or 19). If you are under the age of majority but at least 13 years of age you may use the Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. MSE does not intentionally collect personal information about children under the age of 13. Children under the age of 13 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child older than 13, be advised that you are fully responsible for his or her use of the Services. If you do not agree to (or cannot comply with) any of these Terms, do not use the Services. All billing and registration billing information provided by you through the Services must be truthful and accurate. Providing any untruthful or inaccurate information may constitute a breach of these Terms.

### *Personal & Noncommercial Use*

As described [below](#), the Services are the property of MSE and are made available for your personal and noncommercial use only. As a condition of your continued use of the Services, you warrant to MSE that you will not use the Services for any purpose that is unlawful or otherwise prohibited by these Terms. “Deep-linking,” “embedding,” “framing” or using analogous technology to display or use the Services is strictly prohibited unless specifically authorized in writing by MSE.

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By using the Services, you acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. Nothing in the Terms or your use of the Services shall be



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### ***Prohibited Conduct***

As used in these Terms, "**Prohibited Conduct**" means any actions that are inconsistent with the purpose of the limited License above and includes, **without limitation**:

- Submitting any software or other materials containing any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a malicious or destructive nature;
- Manipulating identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- "Framing" or "mirroring" any part of the Services;
- Modifying, adapting, sub-licensing, translating, selling, reverse engineering, decompiling, disassembling, or attempting to derive any source code or underlying ideas or algorithms of all or any part of the Services or the Materials;
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- Creating or distributing information, including but not limited to advertisements, press releases or other marketing materials, or including links to any sites that contain or suggest an endorsement by MSE without the prior review and written approval of MSE, which may be withheld or denied in MSE's sole discretion;
- Except as expressly authorized in the [Public Search Engines](#) section [below](#), using any computer program, bot, robot, spider, offline reader, site search/retrieval application or other manual or automatic



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- Using any automated software or computer system to search for or obtain any promotional codes or items available on the Services;
- Attempting to contact other Service users through unsolicited email, telephone calls, mailings or any other method of communication;
- Taking any action that may impose an unreasonable or disproportionately large load on the infrastructure of the Services;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- Accessing, reloading, or refreshing transactional pages, or making any other requests to transactional servers, more than once during any three-second interval or requesting more than 1,000 pages of the Services in any 24-hour period, whether singly or as part of a group;
- Accessing data not intended for you or logging onto a server or an account to which you are not authorized to access;
- Accessing or using the Services or any portion thereof without authorization, in violation of these Terms or in violation of applicable law;
- Reproducing, modifying, displaying, publicly performing, distributing or creating derivative works of the Services or the Materials;
- Decoding, decrypting, modifying, or reverse engineering any Material or underlying algorithms or barcodes used on or in production of any Material or the Services; or
- Using the Services in an attempt to or as part of any effort to circumvent any technological access controls on the Services and/or Materials for any purpose, whether using manual or automatic devices or processes or other methods.

### ***Public Search Engines***

Operators of public search engines may use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. MSE may revoke this exception at any time and require removal of archived materials gathered in the past;

### ***Permissions***

Requests to reproduce materials on the Services for distribution or other purposes should be directed to Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment as follows:

***Via Email***

privacy@monumentalsports.com



(Include "Permissions Request" in the subject line)

***Via U.S. Mail***

601 F Street NW, 4th Floor  
Washington, DC 20004  
Attention: "Permissions Request"

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### ***Third-Party Sites***

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Because some websites employ automated search results or otherwise link users to websites that contain information that may be deemed inappropriate or offensive, MSE cannot be held responsible for the accuracy, legality or decency of material contained on any Third-Party Sites.

You understand and agree that you must evaluate and bear all risks associated with the use of any content or in response to any advertisement, including any reliance on the accuracy, completeness or usefulness of the content or any advertisement. You should also review the privacy policy and terms of use for any Third-Party Sites and confirm that they are acceptable to you before you register on or use that Third-Party Site.

You agree that MSE shall not be liable (directly or indirectly) for any Third-Party Sites, including, but not limited to, their availability, their content or any viruses they may contain, or their privacy policies, or their data collection, use and/or security practices, or the technology they implement.

### ***Accuracy of Material***

MSE makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Services and the content thereon. You understand and acknowledge that material and software published on the Services, including hyperlinks, may include inaccuracies, typographical errors and/or out-of-date material. You understand, acknowledge, and agree that MSE is not responsible for, nor shall it be liable (directly or indirectly) for any inaccuracies, typographical errors and/or out-of-date material. Further, you acknowledge that material and software on the Services may be changed or revised from time to time without notice. MSE shall have no responsibility or liability for information or content posted to the Services from any non-MSE affiliated third party.



### ***Informational Purposes Only***

Although the Services may host a great deal of information that pertains to businesses in a number of industries and a variety of related topics, including professional topics such as medical, legal, or financial issues, such information is presented for general informational purposes only. It should not be taken as professional advice. If you need expert advice for any question (such as medical, legal, or financial issues), you should seek the help of a licensed or qualified professional in lieu of acting on any information, opinion, or advice contained on the Services.

### ***User Responsibilities***

The Services may be used only for lawful purposes. As a condition of using the Services, you represent, warrant and agree that you shall not use (or plan, encourage or help others to use) the Services for any purpose or in any manner that is prohibited by the Terms, or by applicable laws, regulations, rules or ordinances, including any export controls. All information posted on the Services must comply with all applicable international, national, state, and local laws, regulations, rules, and ordinances. It is your responsibility to ensure that your use of the Services complies with the Terms and to request prior written permission from MSE for any uses not permitted or expressly specified in the Terms using the contact methods above. See [Ownership](#) section below for more information.

### ***Personal Credentials***

Certain features and areas of the Services are available only with registration and login. If you are required to register and select a unique login and password ("**Personal Credentials**"), you must keep your Personal Credentials confidential, including by taking appropriate measures to maintain their confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. Your Personal Credentials are personal to you and you must not allow any third party to use them under any circumstances. You agree that you are fully responsible for all activity occurring under your Personal Credentials. MSE is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Credentials. You must contact MSE immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Credentials, or otherwise wish to deactivate your Personal Credentials due to security concerns.

### ***No Reliance on User Content***

To the extent that any [User Content \(as defined and detailed below\)](#) is provided through our Services, MSE does not assume an editorial role, any obligation to monitor or edit such User Content or any other responsibility. Similarly, MSE does not endorse, verify or evaluate any information or opinions expressed via the Services by other Users, business or advertisers, nor does MSE represent or guarantee the truthfulness, accuracy, or reliability of any User Content. Instead, MSE simply provides access to User Content that other Users have contributed and edited. Consequently, you agree that MSE has no responsibility for any User Content posted or transmitted via the Services by others. ANY RELIANCE ON USER CONTENT IS AT YOUR OWN RISK.

### ***User Content***

MSE may allow Users to upload, post, transmit or otherwise provide content to or via the Services, including, but not limited to, photos, video, audio, comments, ideas, suggestions, articles, blogs, forums, information, messages, software, communications and any other material in which Users provide content to the Services (collectively referred to as "**User Content**"). All User Content is subject to compliance with the [Rules Governing User Content below](#). You agree that you are solely responsible for your User Content and that your failure to comply with any of the Rules Governing User Content below will constitute a breach of these Terms.



As noted above, MSE does not assume an editorial role with respect to any User Content and any reliance on User Content is at your own risk. MSE reserves the right, but not the obligation, to monitor use of the Services and the content that you and other Users may post in certain areas. MSE further reserves the right, but not the obligation, to edit or remove any User Content submitted to the Services. Subject to the terms of the [Copyright Policy \(below\)](#), MSE expressly disclaims any obligation or warranty to screen or remove objectionable materials. MSE further reserves the right to disclose any content, records, or electronic communications of any kind if required to do so by any law, regulation, or court order, or if such disclosure is necessary or appropriate to operate the Services or to protect MSE's rights or property, or the rights of others, including MSE's partners, [Affiliates](#), subsidiaries, sponsors, business partners, licensors, service providers, customers or other Users of the Services.

### ***Rules Governing User Content***

In exchange for being allowed to post, upload or contribute User Content via the Services, you promise not to use the Services to post User Content of any kind that in MSE's sole discretion:

- is false, misleading, or inaccurate;
- includes confidential or private information;
- is obscene, harassing, unlawful, threatening, abusive, defamatory, vulgar or sexually explicit;
- encourages criminal or unethical behavior;
- is inappropriate with respect to race, gender, sexuality, ethnicity;
- impersonates another person, business, or entity;
- violates or infringes on the rights of others including, without limitation, privacy, right of publicity, copyright, trademark, trade dress, trade secrets or any intellectual property rights of any person or entity;
- contains malicious or otherwise harmful computer code;
- is unrelated to the Services or constitutes unsolicited advertising;
- depicts the use of or images of any weapon (whether real or otherwise);
- is otherwise offensive, inappropriate or inconsistent with the values represented by MSE or any of its brands; or
- that otherwise violates these Terms.

You further represent and warrant that you will not post any content for which you received compensation from a third party without MSE's prior written authorization.

### ***Intellectual Property Rights of Others***

As noted above, you may not use our Services to transmit content belonging to any person or party other than yourself, without the prior written consent of such owner. Simply because material is available on the Internet does not mean it is in the public domain. In fact, most materials on the Internet are protected by copyright and/or trademark laws. You represent and warrant to MSE that you have the legal right and authorization to provide all User Content to MSE for the purposes and MSE's use as set forth in these Terms.

### ***Our Rights Regarding User Content***

By submitting any User Content, you grant MSE the right to use your name or other information that you submit in connection with such User Content and you agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. You are and shall remain solely responsible for the content of any User Content you make. MSE takes no responsibility and assumes no liability for any User Content submitted by you or any third party. Further, MSE is and shall be under no obligation (1) to maintain any User Content in confidence; (2) to pay to you any compensation for any User Content; or (3) to respond to any User Content.





As noted above, MSE does not assume any responsibility for the consequences of any User Content on the Services. However, MSE shall have the right, but not the obligation, to monitor any User Content areas of the Services to determine compliance with these Terms (including the [Rules Governing User Content](#) above) and any other operating rules that may be established by MSE from time to time.

Moreover, MSE reserves the right, but not the obligation, to investigate and act upon allegations of violations of the Rules Governing User Content, including as stated below in the [Suspension or Cancellation of Privileges](#) section, and to delete any User Content for any reason, regardless of whether User Content violates these Terms. MSE further reserves the right to disclose any User Content, other content, records, User identification and other information, or electronic communication of any kind if we are required to do so by any law, regulation, court order, or subpoena, or if such disclosure is necessary or appropriate to operate the Services or to protect MSE's rights or property, or the rights of the other Users, or our partners, affiliates, sponsors, providers, licensors, or merchants. You acknowledge that MSE shall comply with and/or otherwise cooperate with international, national, state or local law enforcement officials regarding your use of the Services or User Content provided by you using the Services. (For more information about our data use and disclosure policies, refer to our [Privacy Policy](#)).

MSE reserves the right to record, re-purpose or re-publish User Content on its Services, blogs, social media platforms, newspapers, newsletters, broadcast media and/or other publishing forums. By posting User Content, you are granting to MSE and its licensees a worldwide, royalty-free, perpetual, non-exclusive, fully paid, sub-licensable, transferable and irrevocable right and license to use in whatever manner MSE desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User Content (in whole or in part) and/or incorporate such User Content into any form, medium or technology throughout the world, now known or hereafter developed. For this reason, you should not transmit, post or send any User Content that contains any confidential, sensitive or nonpublic information. MSE does not guarantee that any personal information posted or transmitted will not be viewed, distributed, republished or otherwise used by any other persons.

### ***Your Responsibility for User Content***

You agree to defend, indemnify and hold harmless MSE and its officers, directors, affiliated companies, employees, agents, licensors and suppliers, from and against any and all claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of any User Content or use by others of any User Content posted or uploaded by you, including, without limitation, any claim of libel, defamation, harassment, violation of rights of privacy or publicity, loss of service or infringement of intellectual property or other rights, or violation of these Terms.

### ***Idea Submissions***

Separate and apart from the User Content you provide, you may submit questions, comments, feedback, suggestions, ideas, improvements, plans, notes, drawings, original or creative materials or other information about MSE or our Services (collectively, "**Ideas**") either through a formal submission process or otherwise. The Ideas you submit are voluntary, non-confidential, gratuitous, and non-committal. Please do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them. You must also inform us if you have a pending or registered patent relative to the Idea. You represent and warrant that your Ideas are not subject to any confidentiality obligations or third-party intellectual property encumbrances and that you own and control all of the rights to the Ideas and have the authority to grant the rights to MSE that you grant herein. By submitting your Idea, you grant MSE and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up, and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license, or sub-license the Ideas and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise,



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Notwithstanding the foregoing, MSE retains the exclusive right to settle, compromise, and pay any and all claims and losses. MSE also reserves the right to assume the exclusive defense and control of any claims and losses. You will not settle any claims and losses without, in each instance, the prior written consent of an officer of MSE.

### **Termination**

In certain (hopefully unlikely) circumstances it may be necessary for MSE, in its sole discretion, to terminate all or any part of the Services or these Terms, or to suspend or terminate your account or privileges (see below).

### ***Discontinuation of Services***

MSE assumes no liability for any information removed from our Services, and MSE reserves the right to suspend or end any or all of the Services or any services thereon at any time, with or without cause, and with or without notice.

### ***Suspension or Cancellation of Privileges***

MSE reserves the right to suspend or terminate your privilege to use any or all Services if it determines, in its sole discretion, that you have breached any of these Terms or any applicable law or that it is potentially harmful to our interests or the interests (including intellectual property or other rights) of another User or third party.

Without limiting any available remedies or the procedures set forth in the [Copyright Policy](#) section below, if MSE receives notice or has reason to believe, in its sole discretion, that you have posted User Content that infringes the rights of any other person under copyright, trademark, privacy, or publicity, or otherwise, MSE may terminate your access to the Services, including all privileges or User accounts that you may have established in connection with the Services.



Any suspension or termination will not affect your obligations to MSE under these Terms. Upon suspension or termination of your access to the Services, or upon notice from MSE, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Services.

## **Copyright Policy**

MSE respects the intellectual property rights of others, and, particularly as to User-generated content in comments, discussion boards or in other User contributed content, as applicable, we expect our Users to do the same. MSE does not permit copyright infringing activities on the Services, and we disclaim any responsibility or liability for copyrighted materials posted on the Services. MSE does not, however, monitor User Content for copyright infringement. MSE abides by the federal Digital Millennium Copyright Act ("**DMCA**") by responding to notices of alleged infringement that comply with the DMCA and other applicable laws.

As part of our response, we will remove materials if properly notified that such materials infringe on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the DMCA as set forth below.

## **Takedown Notices**

If you believe that any material on the Services infringes your copyright, you must provide our designated agent for notice of claims of copyright infringement below ("**Designated Agent**") with the following information (collectively, a "**Takedown Notice**"):

1. Your full name, address and telephone number;
2. Your email address;
3. Identification of each of the copyrighted work(s) that you believe is being infringed;
4. Identification of each such infringing material or of each material that is claimed to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient for MSE to locate the material;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, the copyright owner, or your agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
7. Your physical or electronic signature.

MSE's Designated Agent can be reached as follows:

Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment  
Attn: Copyright Agent

### ***Via Postal Mail***

601 F Street NW, 4th Floor  
Washington, DC 20004

### ***By Email***

privacy@monumentalsports.com



Upon receipt of a Takedown Notice complying with the above requirements, MSE will act to remove infringing materials and, if applicable, send notice to the User that posted such materials on the Services.

### **Counter Takedown Notices**

If MSE removes materials posted by you as a User due to a Takedown Notice, you may pursue reinstatement of the materials by sending a written notice ("**Counter Takedown Notice**") to the Designated Agent including the following information:

1. Your full name, address and telephone number;
2. Your email address;
3. Identification of the material that has been removed or to which access has been disabled, including its location before it was removed or disabled;
4. Your statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;
5. Your statement that you consent to the jurisdiction of the Federal District Court for the district in which your address is located, or, if you reside outside of the United States, of the United States District Court for the Eastern District of Virginia (where MSE may be found), and that you will accept service of process from the person who provided notice of copyright infringement or from such person's agent; and
6. Your physical or electronic signature.

Upon receipt of a Counter Takedown Notice meeting the above requirements, MSE will send a copy of such Counter Takedown Notice to the copyright owner who initially claimed copyright infringement and, within 10 to 14 days following receipt of the Counter Takedown Notice, MSE will replace or enable access to the removed material unless MSE receives notice from the copyright owner who submitted the first notification that it has filed an action seeking a court order to restrain the User that posted the materials from engaging in infringing activity. Please note that parties who misrepresent that materials are infringing or were removed by mistake or misidentification may be subject to substantial civil liability to MSE and/or the copyright owner or other User of the Services or to criminal liability.

For clarity, only Takedown/Counter Takedown Notices should be sent to the Designated Agent; any other feedback, comments, requests for technical support, and other communications should be directed to MSE customer service either via our contact page at <https://monumentalsports.com/contact> or via email to [privacy@monumentalsports.com](mailto:privacy@monumentalsports.com).

You acknowledge that if you fail to comply with all the requirements of this section, your Takedown or Counter Takedown Notice may not be valid.

### **Disputes**

We hope the Services meet your expectations. However, there may be circumstances when you have a problem or dispute that needs special attention. In those instances, MSE is committed to working with you to reach a reasonable and satisfactory resolution; of course, we can only resolve disputes that are brought to our attention. For that reason, you acknowledge and agree that if you have a problem or dispute with MSE, you will give MSE the opportunity to resolve it by first contacting MSE customer service with a description of the problem and request for resolution and that you will negotiate with MSE in good faith about your problem or dispute. You may contact customer service using any of the following means:

#### ***Via Email***

[privacy@monumentalsports.com](mailto:privacy@monumentalsports.com)

#### ***Via Telephone***



(202) 628-3200

**Online**

<https://monumentalsports.com/contact/>

**U.S. Mail**

Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment  
601 F Street NW, 4th Floor  
Washington, DC 20004

We are hopeful that this will resolve your issue but if, for any reason, that does not resolve the issue within sixty (60) days, then you and MSE agree to the following methods to resolve any dispute or claim between us. First, as set forth below, you agree that the Terms are governed by Virginia law, without regard to its principles on conflicts of laws, and the federal law of the United States of America. Second, you agree that all disputes between you and MSE that in any way relate to these Terms or your use of the Services will be resolved by BINDING ARBITRATION and that you will seek arbitration in accordance with the following [Arbitration Agreement \(defined below\)](#). ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action.

**Agreement to Arbitrate**

Please read this Agreement to Arbitrate ("**Arbitration Agreement**") carefully; it affects your rights.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) arising out of or relating in any way to MSE, these Terms, or your use of the Services, including products or services ordered or purchased through the Services, shall exclusively be settled through mandatory binding and confidential arbitration instead of in courts of general jurisdiction. This obligation of mandatory binding and confidential arbitration is mutual. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, you and MSE agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. The arbitrator will have the authority to award damages and temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Arbitration Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and MSE are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and any other contractual relationship between you and MSE.

This Arbitration Agreement is intended to be broadly interpreted, and expressly includes claims brought under any statute, regulation, or legal or equitable theory. The Federal Arbitration Act, 9 U.S.C. 1, et seq. ("**FAA**") applies to this Arbitration Agreement and governs all questions of whether a dispute is subject to arbitration. Unless the parties otherwise agree in writing, arbitration shall be administered by the JAMS Arbitration Rules in effect at the time of filing of the arbitration (the "**JAMS Rules**"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in these Terms and can award damages and relief (including any attorneys' fees) authorized by law and/or the JAMS Rules. The arbitration decision and award are final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of



competent jurisdiction. There is no judge or jury in arbitration and arbitration procedures are different than in court.

Payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules. Arbitration under this Arbitration Agreement shall be held in Arlington, Virginia or any other location we mutually agree to, subject to Virginia law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If you desire to assert a claim against MSE, and you therefore elect to seek arbitration, you must first send to MSE, by certified mail, a written notice of your claim. The notice to MSE should be addressed to:

Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment  
601 F Street NW, 4<sup>th</sup> Floor  
Washington, DC 20004  
Attn: General Counsel

This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief on your behalf.

If arbitration cannot resolve the issue, you agree, as also set forth below, to unconditionally and irrevocably submit to the mandatory and exclusive personal jurisdiction and venue of the state or federal courts located within Arlington, Virginia to litigate such claims or disputes as set out below (See [Venue](#) Section). You agree that you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS. MSE reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms.

If this Arbitration Agreement is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms shall remain in full force and effect; and (b) as stated in the [Venue](#) Section below, exclusive jurisdiction and venue for any claims will be in the state or federal courts located within Arlington, Virginia.

### ***Class Action Waiver***

YOU AND MSE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS OF ANY NATURE OR IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON AND YOU MAY NOT JOIN AS A CLASS MEMBER. ALSO, AN ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

### ***Intellectual Property Claims by MSE***

In the event of intellectual property claims by MSE against you, MSE shall have the right to litigate such claims in any state or federal court in Arlington, Virginia, and you consent to the exclusive and mandatory venue in such courts.



## ***Governing Law***

As noted above, these Terms and all matters regarding your use of the Services shall be governed by, construed in accordance with, and enforced under the laws of Virginia applicable to contracts made and executed and wholly performed in Virginia, without regard to choice of law principles. MSE controls and operates the Services from its U.S.-based offices in the U.S.A., and MSE makes no representation that the Services are appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Services may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods shall apply and their applicability is expressly excluded.

## ***Venue***

If you seek to file a legal claim against us, you agree to file and resolve it exclusively in a state or federal court located in Arlington, Virginia. You also agree that the laws of Virginia and, to the extent applicable, the laws of the United States of America will govern these Terms, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in Arlington, Virginia, in any legal action or proceeding relating to us, the Services, or these Terms.

## ***Deadline to Pursue Claim***

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of the Services or these Terms must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence (or be forever barred).

## ***Jurisdiction***

The Services are controlled and operated by MSE from its principal office in the District of Columbia, United States of America. The Services may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. MSE makes no representation that the Materials or the Services are appropriate or available for use in other locations beyond the U.S.A. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Services are not intended to subject MSE to the laws or jurisdiction of any state, country or territory other than Virginia and the United States of America.

## ***Miscellaneous***

### ***Entire Agreement***

These Terms, including any [Additional Terms](#) and the [Privacy Policy](#), constitute the entire agreement and understanding between you and MSE with respect to use of the Services, and supersede all prior or contemporaneous communications, agreements and/or proposals.

### ***Assignment***

MSE may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of MSE.





### ***Admissibility***

A printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to use of the Services to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### ***Waiver***

The failure to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

### ***Severability; Interpretation***

If any provision of these Terms is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, void or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions will remain in full force and effect. To the extent not prohibited by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms, the word will be deemed to mean “including, without limitation.” The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

### ***Survival***

Though we hope you will continue to use our Services, you can stop using them at any time. Please note that even after you stop using the Services or the Website (or part thereof) is terminated, or after your account or privileges are suspended or terminated for any reason (including as set forth in [Suspension or Cancellation of Privileges](#)), these Terms will remain in effect with respect to relevant provisions, including the following Sections: [Additional Terms](#), [Privacy Practices](#), [Ownership](#), [No Reliance on Website Content](#), [User Content](#), [Disclaimers & Indemnity](#), [Disputes](#), and [Miscellaneous](#), as well as any other provisions herein that by their nature survive the termination of these Terms.

### ***Investigations; Cooperation with Law Enforcement***

You agree that MSE shall, as permitted by applicable law, have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms or any potential harm to our users or third parties, (iii) use any information obtained by MSE in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by MSE to comply with law enforcement requests or legal requirements, (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, and (v) prosecute violators of these Terms.

### ***Modifications to Products, Services and/or Prices***

Prices for our products and services are subject to change without notice. MSE reserves the right at any time to modify or discontinue any of our products and services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of our products or services.

In the event a product or service is listed at an incorrect price due to typographical error or some other error, MSE shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. MSE shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card has been charged. If your credit or debit card has already been



charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

## **Contact Us**

Please feel free to contact us using any of the methods below if you have any questions about these Terms or you would like to receive a copy of the Terms free of charge. You may also download a copy of these Terms in PDF format.

### ***Via U.S. Mail***

601 F Street NW, 4th Floor  
Washington, District of Columbia 20004

### ***Via Email***

[privacy@monumentalsports.com](mailto:privacy@monumentalsports.com)

### ***Via Telephone***

(202) 628-3200

## **Copyright Notice**

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