

END-USER LICENSING AGREEMENT & TERMS OF USE

Last Updated: November 28, 2022

UNLESS YOU OPT OUT, THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES.

This end-user licensing agreement and digital terms and conditions of service (the “**Terms of Use**”) applies to your use of the Hornets Family’s digital platforms, including, but not limited to all Hornets Family operated websites, mobile applications, tablet applications, and other associate content offerings, such as the Hornets + Spectrum Center App, spectrumcentercharlotte.com, hornetspremium.com, and others (collectively, the “**Site**”).

The Hornets Family includes Hornets Basketball, LLC, Hornets D League, LLC, Hornets Gaming, LLC, Hornets Basketball Holdings, LLC, Charlotte Hornets Foundation, Inc., and Charlotte Arena Operations, LLC (collectively, the “**Hornets Family**,” “**we**,” “**our**,” and “**us**”). Our Site offers a wide variety of resources, products, and services, which may include shopping services, payment tools, communication methods, online directories, administrative services, and information, which may be accessed through a variety of means. By accessing this Site, including by creating an account or submitting any information through the Site, you agree to be bound by the following terms and conditions, including the Hornets Family [Privacy Policy](#) and all applicable laws.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT USE THE SITE AND DO NOT SUBMIT ANY INFORMATION TO THE HORNETS FAMILY THROUGH THE SITE.

(1) MODIFICATION

We may modify these Terms of Use (including our Privacy Policy) from time to time without prior notice. Any modifications or amendments we make are effective as soon as we post them to the Site. You should read these Terms of Use whenever you visit the Site so that you are aware of any modifications. By using the Site after modifications or amendments have been posted, you agree to be bound by these updated Terms of Use as modified or amended.

We also reserve the right to change, modify, or discontinue any portion of the Site without notice, on a temporary or permanent basis. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuance.

(2) ELIGIBILITY

Placing an order through the Site requires your agreements to these Terms of Use and any additional terms or condition of sale. If you are under the **Age of Consent** (which may vary depending on where you live) or otherwise cannot lawfully enter into a contract, you must have you parent or legal guardian place an order on your behalf. When you place an order, you are representing that you have the legal right to enter into a contract, and we reply on that representation.

The products you may purchase through the Site are meant to be for personal use, and not for resale. By placing an order through the Site, you represent that you are not buying the product for commercial purposes or any other commercial benefit. If we believe that you order would violate the Terms of Use or that you are engaging in fraudulent or grey-market activities, we reserve the right to refuse your order. Any orders placed in violation of this provision shall be null and void.

This Site is not directed to children under 13 years of age, and we do not knowingly collect personal information from children under the Age of Consent. If you are under the Age of Consent, you should not use this Site, and under no circumstances should you send information about yourself to us. If we are made aware that a child under the Age of Consent has provided us with personal information, we will immediately delete that child's information from the Site.

(3) ONLINE ACCOUNT

If you register or create an account, by doing so you agree to: (1) provide true and complete information; and (2) keep that information up to date. We may suspend or terminate your access to our Site if we reasonably suspect that the information is false, inaccurate, not current, or incomplete.

You may also be asked to choose a password and a username. Please select a password that would not be obvious to someone trying to guess your password and change it regularly as an added precaution. You are responsible for the safety and security of your password and account login and for all activities that occur under your password or account identification. Unless you make us aware of unauthorized access to your account, we will assume that use of your account is authorized. We are not responsible for any consequences from unauthorized access to your account that come from your failure to protect your password and account login. We reserve the right to take reasonable steps to ensure the security of the Site and your account. Those steps may include terminating your account, changing your password, or requesting additional information to authorize transactions on your account. You may not use anyone else's account at any time without their express permission.

(4) PRIVACY

We take your privacy seriously. For details on how we collect and use your personal information, please refer to our Privacy Policy. By using the Site, you consent to the collection and use of your personal information as described in our Privacy Policy.

(5) SECURITY

We use reasonable security measures that are designed to protect personal information from loss, disclosures, misuse, and destruction. These measures may include regular review of our data collection and storage processes, data encryption, and security software on our networks and servers. Please be aware, however, that no data security measures can guarantee that the Site is free of threats or other vulnerabilities. You use this Site and transmit information to us at your own risk.

(6) ACCURACY AND AVAILABILITY OF PRODUCTS AND/OR SERVICES

We work hard to make sure the content of the Site is accurate, complete, reliable, and updated, but we cannot guarantee that the Site is error free. If we determine that a product or service described on the Site contains an inaccurate price or description, we reserve the right to take reasonable actions to correct the error, which may include canceling your order, unless prohibited by law. We may have different prices on the Site than in our stores. We may make improvements or changes to content, information, products, services, or programs described on the Site at any time without notice. If you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order through the Site, please notify us immediately. Your sole remedy in the event of an error is to return the product or cancel the service according to the terms of the return policy or relevant agreement.

From time to time, we may change the items offered on the Site and may limit the quantity of products that you may order in a single buying session. All order placed through the Site are subject to availability and acceptance by us. We reserve the right to refuse or cancel orders at any time, including in the events of a payment dispute or if you violate these Terms of Use.

(7) REGISTRATION

Registration Data: If you opt to register for any portion of this Site, you agree to: (a) provide true, accurate and complete information about yourself as prompted by the registration form (“**Registration Data**”) and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If we have reasonable grounds to suspect that the Registration Data is untrue, inaccurate, or incomplete, we shall have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). You acknowledge and agree that the Hornets Family shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including, but not limited to, your failure to receive critical information about the Site or your account. You further agree that we are authorized to verify such Registration Data.

You acknowledge and agree that we may rely on the Registration Data to send you important information and notices regarding your account and the Site. From time to time, we may send you newsletters and other promotions by email or SMS. You can unsubscribe from our newsletters and other promotions through the unsubscribe mechanism contained in the applicable message. For more information about our text message campaigns, please see section below titled “Mobile Content & Text Message Campaigns”.

Username and Password: If you opt to register for any portion of this Site, you may be required to establish an account and provide a username and password. You authorize the Hornets Family to process any and all account transactions initiated through the use of your username and password. You are solely responsible for maintaining the confidentiality of your username and password and must immediately notify us of any unauthorized use of your username and password. You acknowledge and agree that you are responsible for any unauthorized activities, charges and/or liabilities made through the use of your username and password. In no event will the Hornets Family be liable for the unauthorized use or misuse of your username and/or password. We may need to change usernames allocated to certain of our products and services and we reserve the right to do so. You will be informed of this if we make such a change. We collect and use your username, password, and other Registration Data in accordance with the Privacy Policy of the Site.

Access Without Registration: This Site may provide you with access to some products and services without you having to register as a user, such as signing up for Mobile Alerts via SMS. In each such case your identification is based on means of identification that we deem appropriate, such as your mobile telephone number.

(8) SUBMISSIONS

By submitting creative ideas, concepts, know-how, techniques, suggestions, opinions, votes or materials (collectively, “**Submissions**”), you are automatically granting us a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable rights and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology now known or hereafter

developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others (collectively, “**Rights**”). All Submissions, whether solicited or unsolicited, shall become and remain the property of the Hornets Family. This means that anything submitted by you to the Site may be used by us for any purpose, now or in the future, without any payment to, or further authorization by, you. We also have the right, but not the obligation, to use your name in connection with the broadcast, print, online or other use or publication of your Submission.

Solicited Submissions: At times, we may solicit Submissions from visitors to the Site, including, but not limited to, information, ideas, artwork, or other materials. For information on how solicited Submissions will be used, please review any notices of planned use posted where we solicit the Submission. Your provision of information in response to such a solicitation is a grant by you to the Hornets Family of the Rights described above.

Unsolicited Submissions: Although we are pleased to hear from our fans and welcome your comments regarding the Site and the Hornets Family, our policies do not permit us to accept or consider unsolicited submissions. We hope you will understand that it is our intent to avoid the possibility of future misunderstandings, legal or otherwise, when creative ideas, concepts, or materials we may develop might appear to be similar to your Submission(s). Accordingly, we must ask that you do not send us any unsolicited Submissions, we assume no responsibility for reviewing such Submissions and we will not incur any liability as a result of any similarities between your Submissions and our products or programs. In the event you do submit unsolicited Submissions to us, such Submissions shall be deemed, and shall remain, our property. As is the case with solicited Submissions, your submission of any unsolicited Submission shall constitute a grant by you to us of the Rights described above.

(9) CONTESTS AND SWEEPSTAKES

The Site may offer you opportunities to enter contests and sweepstakes. By entering contests or sweepstakes online via the Site, you signify your agreement to all special terms set forth on the Site applicable to the contest or sweepstakes, as well as to the terms set forth in these Terms of Use.

(10) MOBILE CONTENT, TEXT MESSAGE CAMPAIGNS, & PUSH NOTIFICATIONS

A. Mobile Service. The mobile Site and/or other areas of the Site may provide mobile alerts and other mobile entertainment content, such as updates and schedule alerts, message service updates, special announcements, real-time voting, text shout outs that will be shown on TV, and other mobile entertainment content, via an interactive mobile SMS service to certain compatible mobile devices (the “**Mobile Service**”). You acknowledge and agree that the Mobile Service is for your personal use and may be used only on your personal mobile device (“**Mobile Device**”). To the extent the Mobile Service requires designation of your Mobile Device during a registration or other process, the Mobile Service may only be used on the designated Mobile Device. You agree that you may not otherwise transmit, broadcast, upload to any computer or other mobile device, create derivative works of, or make commercial use of the Mobile Service, including, but not limited to, any mobile alert (a “**Mobile Alert**”). You may not, or attempt to (or otherwise authorize, encourage, or support others’ attempts to) circumvent, re-engineer, decrypt, break or otherwise alter or interfere with the Mobile Service, including, but not limited to, any Mobile Alert. We make no representation as to the compatibility of your Mobile Device with the Mobile Service, and you acknowledge and agree that we shall have no liability for the compatibility or non-compatibility of your Mobile Device with the

Mobile Service. For clarity, the Mobile Service constitutes part of the Site and is therefore subject to the other provisions of these Terms of Use. In addition, on Site pages where the Mobile Service (including any Mobile Alert) is offered, we may post additional terms (e.g., regarding additional fees) that apply to your use of the Mobile Service, and your use shall also be subject to those additional terms.

B. Access to the Mobile Service. In order to use the Mobile Service, you must have a mobile communications subscription with a participating wireless service provider (a “Carrier”), or otherwise have access to a mobile communications network for which we make the Mobile Service available, as well as any Carrier services necessary to download content to your Mobile Device.

Message and data rates may apply. Please contact your participating Carrier for details. In addition, you are responsible for ensuring that your equipment and/or software do not disturb or interfere with the Hornets Family’s operations. Any equipment or software causing interference with the Hornets Family’s operations and/or the Mobile Service shall be subject to immediate disconnection from the Mobile Service by the Hornets Family. If any upgrade in or to the Mobile Service requires changes in your equipment or software, you must effect these changes at your own expense.

C. Your Electronic Agreement to Receive Text Messages; E-Sign Disclosure. When you agree to receive text messages, you also consent to the use of an electronic record to document your agreement. To stop receiving text messages from a member of the Hornets Family’s text message program, simply text “STOP” to the short code provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

Consent to receive text messages is not a condition of purchasing a good or service.

D. Who Can Receive Text Messages? By signing up to receive texts, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent, legal guardian or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these Terms of Use, which form a binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

E. Cancellation of Text Messages. To stop receiving text messages from a specific member of the Hornets Family’s text message program, simply text “STOP” to the short code provided in the text messages that you no longer wish to receive (or respond “STOP” to the respective text message). After doing so, you will receive confirmation of your opt-out via text message. Texting “STOP” does not cancel all text message subscriptions. If you have signed up for more than one member of the Hornets Family’s text message programs, you will need to text “STOP” to the short code provided for each program from which you no longer wish to receive text messages.

F. What If I Want More Information? To request more information, simply text “HELP” to the short code provided in the applicable text message program (or reply to the text with the word “HELP”) about which you have questions. You can also email dataprivacy@hornets.com to request more information.

G. How Many Text Messages Will I Receive? When you opt-in to a specific text message program, we will send you a message to confirm your signup. You will receive one message per request.

The number of text messages you receive as part of a specific text message program may vary significantly, depending in part on the specific text message program for which you sign up. Details regarding the type and frequency of text messages are included in the description of each applicable text message program.

H. Who Are the Participating Carriers? Content is not available on all carriers and carrier participation could change.

As of the Effective Date, supported Carriers include, without limitation, the following: AT&T, Verizon Wireless, Sprint, T-Mobile®, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cricket, COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Illinois Valley Cellular, Inland Cellular, Nex-Tech Wireless, Thumb Cellular, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

Consult with your Carrier to see if it participates in a particular text message program.

The content is not compatible with all mobile phone models. Hornets Family will not be liable for any delays in the receipt of any text messages or changes to participating carriers, as delivery is subject to effective transmission from your carrier with active participation at that time.

I. How are the Text Messages Sent? Hornets Family or its vendor may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you supply when you request to receive the text messages.

(11) MOBILE WALLET

General. The Site may provide you with access to your Buzz Bucks or Mobile Wallet (the “**Mobile Wallet**”) for contactless payments at designated locations at the Spectrum Center Arena and such other locations as determined by the Hornets Family. In addition to these Terms of Use and all applicable laws, your access to and use of the Mobile Wallet is subject to all additional terms and conditions established by the Hornets Family’s payment processing vendor, Venue Next (the “**Supplemental Terms**”). Supplemental Terms include the terms set forth at (the “**Mobile Wallet Website**”). By accessing or using the Mobile Wallet or the Mobile Wallet Website, you signify your assent to be bound by these Terms of Use and the Supplemental Terms. In addition to the notifications set forth the Section 1 above titled “Modifications”, we may modify the Supplemental Terms at any time and, accordingly, we urge you to frequently review the Supplemental Terms. Changes to the Supplemental Terms will be posted on the Mobile Wallet Website. Your continued use of the Mobile Wallet or the Mobile Wallet Website following the posting of changes to the Supplemental Terms will mean you accept those changes and that such changes shall apply to your use of the Mobile Wallet and the Mobile Wallet Website after such changes have been posted. For additional information regarding Mobile Wallet eligibility, please see the Supplemental Terms.

Orders. By placing an order or making a purchase via the Mobile Wallet, you shall pay the Hornets Family or such other designated Hornets Family vendor (e.g., Hornets Family's concessionaire) all amounts applicable to your purchase, including all applicable tax, when due. Your ability to purchase products or services via the Mobile Wallet is subject to any limits established by us and/or your credit or debit card issuer. The Hornets Family or its vendors may bill your credit or debit card at the time the product and/or service is ordered. The Hornets Family may, in its sole discretion, decline service to or terminate your Mobile Wallet account without notice. We reserve the right, in our sole discretion, without prior notice, to limit the order quantity for any product or service and/or to refuse service to any customer. All refunds for products and services purchased via the Mobile Wallet will be addressed in accordance with Hornets Family's or the applicable vendor's refund policy, as applicable.

Your Conduct. You agree to use the Mobile Wallet in accordance with all applicable laws and regulations as well as any policies, requirements, or regulations of networks connected to the Mobile Wallet. You agree not to use the Mobile Wallet for illegal or fraudulent purposes, or for any other purposes that are prohibited by these Terms of Use or the Supplemental Terms. You further agree not to interfere with or disrupt the functioning or features of the Mobile Wallet (including accessing the service through any automated means) or any servers or networks connected thereto. Unauthorized access to, use of, or monitoring of data or traffic on the Mobile Wallet is strictly prohibited.

Questions. Questions relating to the Mobile Wallet should be directed to Hornets Sports & Entertainment via email at dataprivacy@hornets.com.

(12) OWNERSHIP OF CONTENT

The Site is licensed to you, not sold. The Hornets Family grants you a limited, non-exclusive, non-transferable, revocable license to use the Site for your own personal and non-commercial purposes. You may only use the Site as permitted by these Terms of Use. As between you and the Hornets Family, you agree and acknowledge that the Hornets Family owns all rights, title, and interest in and to the Site. All rights reserved.

Our Site includes a combination of content (including, but not limited to, video, audio, photos, text, images, statistics, updated scores, logos, and other intellectual property related to the Hornets Family) that we and other third parties create. Most of the content available through the Site is either owned by or license to the Hornets Family and trademarked or copyright protected. No content from the Site may be reproduced, republished, uploaded, posted, transmitted, distributed, copied, publicly displayed, or otherwise used except as provided in these Terms of Use without the written permission of the Hornets Family. Some examples of protected content include:

- written content
- interface design and layout
- photographs
- graphics
- images
- illustrations
- logos
- sound or video clips

- software code
- animation
- trademarks belonging to or identifying the Hornets Basketball, LLC, Spectrum Center, Hornets Fan Shop, and/or the National Basketball Association, as well as others.

The Hornets Family maintains this Site for your personal entertainment, information, education, and communication. Please feel free to browse the Site. You may not distribute, reproduce, republish, display, modify, transmit, reuse, repost, link to, or use any materials of the Site for public or commercial purposes on any other website, mobile application, or otherwise without the written permission of the Hornets Family. Modification of any materials displayed on the Site may be a violation of the Hornets Family's or certain rights holders' copyright and other proprietary rights.

The National Basketball Association ("NBA") name and logo and the names and logos of NBA.com and the NBA teams are the property of NBA Properties, Inc., and the member teams of the NBA. All other trademarks, logos, and service marks (collectively, the "**Trademarks**") appearing on the Site are Trademarks of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of its respective owner. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited.

Images of people or places displayed on the Site are either the property of, or used with permission by, the Hornets Family. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes. The Hornets Family neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with the Hornets Family.

(13) SOFTWARE

Software and other materials from this Site may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported (1) into, or to a national or resident of, Cuba, Iran, Libya, North Korean, the Sudan, Syria, Russia, Greater China (i.e., People's Republic of China, Hong Kong, Taiwan and Macau) or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Hornets Family does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.

(14) COPYRIGHT POLICY AND DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

We respect the copyright interests of others and require our users to comply with these Terms of Use and all applicable laws regarding copyrights. If you believe that any content shown on or transmitted through the Site violates these Terms of Use or your copyright, please report the violation to dataprivacy@hornets.com and provide the following information, as required by the DMCA:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site (including the exact URL);
- An address, telephone number, and an email address where we can contact you;
- A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- A physical or electronic signature of yourself or person authorized to act on your behalf.

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove the allegedly infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove the content of both parties.

When we receive an infringement notice with all the required information and are able to locate the allegedly infringing material, we will remove or disable access to the subject material. We also will take reasonable steps to promptly notify the person who posted the subject material. We will give them the opportunity to send a counter-notification. A counter-notification must include the following to be effective under the DCMA:

- Identification of the copyrighted work or other intellectual property that was removed or to which access was disabled, and a description of where the material appeared before it was removed or access to it was disabled (including the exact URL if known);
- A statement under penalty of perjury that the material was removed or disabled due to mistake or misidentification of the removed or disabled material;
- An address, telephone number, and email address where we can contact the person submitting the counter-notification;
- A statement that you consent to the jurisdiction of Federal District Court for your judicial district or if you are outside of the United States, for any judicial district in which the Hornets may be found, and that you will accept service of process from the person who submitted the DMCA claim or his/her agent; and
- A physical or electronic signature of the person submitting the counter-notification.

(15) CONTRIBUTIONS

We are pleased to hear from our customers and welcome your comments regarding our products and services. Unfortunately, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those we have specifically requested. So please do not send us any original or creative ideas, suggestions, or materials.

If, despite our request not to, you send us creative suggestions, ideas, notes, drawings, concepts, or other information, please be aware that whatever you send us will become our exclusive property. If applicable law prohibits us from taking ownership of the material you send to use, by submitting the material you grant us a perpetual, worldwide, irrevocable, unrestricted, royalty-free license to use the material in any manner without payment or attribution to you. We will not need your permission

to use or disclose the material. You represent that you own or otherwise control all of the rights to the material you submit to us.

(16) HORNETS FAN SHOP

The Hornet's Family's Fan Shop is located inside the Spectrum Center at 333 East Trade Street, Charlotte, NC 28202 (the "**Fan Shop**"). The Fan Shop is owned and operated by Hornets Basketball, LLC.

By placing an order in the Fan Shop or through the Site, you shall pay the Hornets all amounts accrued in your account, including sales tax and shipping and handling charges, when due. Your ability to purchase merchandise is subject to limits established by us and/or your credit card issuer. We may bill your credit card at the time merchandise is ordered. We may, in its sole discretion, decline service to or terminate your Fan Shop account without notice.

We reserve the right, in our sole discretion, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer.

You may have the option to personalize certain merchandise ordered on the Fan Shop (e.g., jerseys). We reserve the right, in our sole discretion, without prior notice, to refuse to fulfill any order for merchandise containing personalized content which we deem to be illegal, offensive or inappropriate.

Questions relating to the Fan Shop, merchandise and its fulfillment should be directed to the Hornets Family via email to dataprivacy@hornets.com.

(17) LINKS TO THIRD-PARTY SITES

For your convenience, our Site may contain links to third-party websites. We are not responsible for the privacy practices or the content of those websites, and you should review the privacy policies and terms of use of those websites. Links are not intended to imply sponsorship, affiliation, or endorsement of the linked website or its content. If you believe that the Site links to a website that contains infringing or illegal content or material, please notify us.

(18) RESTRICTIONS ON USE OF THE SITE

We provide the Site only for your personal, non-commercial use, and subject to these Terms of Use. In addition to any restriction covered above, it is a violation of these Terms of Use to take any action that:

- is unlawful, harmful to minors, threatening, harassing, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, hateful, or abusive;
- infringes someone else's patent, trademark, trade secret, copyright, or other intellectual property or other rights;
- removes, obscures, or alters any proprietary notices or labels on the content or affixed to or contained within or accessed in connection with the Site;
- advocates or solicits violence, criminal conduct, or the violation of any local, state, national, or international law or the rights of any third party;
- is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;

- specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
- constitutes unsolicited or unauthorized advertising, junk or bulk email (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- interferes with others using the Site;
- is oof-topic according to the description of the webpage, forum, or other interactive environment;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses, or any other computer code, files or programs that are designed or intended to disrupt, damage, overburden, impair, or limit the functioning of any software, hardware, network, server, or communications systems or equipment;
- contains a charity request, petitions for signatures, chains letters, or letter relating to a pyramid scheme;
- disrupts, interferes, or inhibits any other user from enjoying the Site or other affiliated or linked website, material, content, product, and/or service;
- uses any robot, spider, or other such programmatic or automatic device, including, but not limited to, automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products, and/or services;
- creates a false identity for the purpose of misleading others;
- prepares, complies, uses, downloads, or otherwise copies any user information and/or usage information or nay portion thereof, or transmits, provides, or otherwise distributes (whether or not for a fee) such information to any third party;
- uses any of our copyrights or trademarks or our domain name as a pseudonymous return email address;
- contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board, if applicable);
- provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- attempts to disable, bypass, modify, defeat, or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any content or the Site;
- reproduces, duplicates, copies, sells trades, resells, or exploits for any commercial purposes, any portion of the Site or content, use of the Site, or access to the Site;
- publishes, publicly performs or displays, or distributes to any third party any content, including reproduction on any computer network or broadcast or publications media;
- systematically collects and uses any content, including the use of any data mining, or similar fata gathering and extraction methods;
- makes derivative uses of the Site or the content;
- uses, frames, or utilizes framing techniques to enclose any portion of the Site (including the images found on the Site or any text or the layout/design of any page or form contained on a page); and/or

- modifies, translates, decompiles, disassembles, uses reverse engineering, or otherwise attempts to derive the source code for the computer systems and other technology that operate our Site. For purposes of these Terms of Use, “reverse engineering” shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms, or encryption devices of our Site’s underlying technology.

(19) DISCLAIMER AND LIMITATION OF LIABILITY

While the Hornets Family uses reasonable efforts to include accurate and up to date information in the Site, the Hornets Family makes no warranties or representations as to its accuracy. The information contained in or made available through the Site cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, or legal matters. The Hornets Family assumes no liability or responsibility for any errors or omissions in the content of the Site.

Neither the Hornets Family nor any of their respective parents, subsidiaries, affiliates, or related entities, or any of the aforementioned parties’ respective owners, employees, directors, officers, governors, licensors, suppliers or shareholders (collectively, the “**Operator Parties**”) make any representation that the materials contained in the Site are appropriate or authorized for use in all countries, states, provinces, county or any other jurisdictions. If you choose to access the Site, you do so on your own initiative and risk and are responsible for compliance with all applicable laws.

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NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE OPERATOR PARTIES, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE OR THESE TERMS OF USE SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE OPERATOR FROM YOU FOR THE USE OF THE SITE DURING THE MONTH IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURRED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATION OF LIABILITY HEREIN SHELTERS TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SITE, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THESE TERMS OF USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER FOR ANY REASON ARISING IN CONNECTION WITH THESE TERMS OF USE AND/OR THE SITE, REGARDLESS OF THE BASIS UPON WHICH

LIABILITY IS CLAIMED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TERMS OF USE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURY CAUSED, IN WHOLE OR IN PART, BY CONTINGENCIES OR ISSUES BEYOND THEIR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO: THE ACTS OF THIRD PARTIES, ERRORS IN THE CONTENT OR SITE, NETWORK FAILURES, INTERNET FAILURES, SOFTWARE AND HARDWARE FAILURES, VIRUSES AND OTHER SYSTEM ATTACKS, LABOR STOPPAGES, RIOTS, ACTS OF GOVERNMENT OR GOD, NATURAL DISASTERS, ACTS OF TERRORISM, COMMUNICATION LINE FAILURE, OR THEFT, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER (I) LIABILITY OR DAMAGE IS ALLEGED FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION, AND/OR (II) THE PARTY AGAINST WHICH LIABILITY OR DAMAGES IS SOUGHT WAS ADVISED OF THE POSSIBILITY THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITE, OR ANY PART THEREOF, MUST BE ASSERTED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR IT SHALL BE FOREVER BARRED.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

The Site may contain links and pointers to other World Wide Web sites, resources, and advertisers of the Site. Links to and from the Site to other sites, maintained by third parties, do not constitute an endorsement by the Hornets Family or any affiliate of any third-party site or content. Hornets Family is not responsible for the availability of these third-party resources, or their contents. Hornets Family has not reviewed any or all of the sites linked to the Site and is not responsible for the content of any off-Site pages or any other sites linked to the Site. Your linking to the Site, off-Site pages or other sites is at your own risk. By clicking on any such link, you acknowledge that the Site has no control over, and makes no representations of any kind with respect to, such other sites or any content contained within such other sites, and you hereby revoke any claim against Hornets Family with respect to such other sites. You should direct any concerns regarding any external link to its site administrator or Webmaster.

(20) GOVERNING LAW

By visiting or using the Site, you agree to be bound by the laws of the State of North Carolina and the Federal Arbitration Act, without regard to principles of conflicts of law, which will govern these Terms of Use and any dispute of any sort that might arise between you and the Hornets.

(21) DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNFICIALLY AFFECT YOUR LEGAL RIGHTS, INCLDUING YOUR RIGHTS TO FILE SUIT IN COURT.

Any dispute or claim relating in any way to your use of the Site, or in connection with any products or services sold or distributed via the Site, as applicable, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An Arbitrator can, however, award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms of Use as a court would. The decision of the arbitrator will be in writing and binding and conclusive on you and the Hornets, and judgment to enforce the decision may be entered by any court of competent jurisdiction.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Hornets Sports & Entertainment, ATTN: Legal Department, 333 East Trade Street, Charlotte, North Carolina 28202. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules. We will reimburse the foregoing fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Notwithstanding the foregoing, you and the Hornets agree not to seek any attorney’s fees and expert-witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. You and the Hornets understand that, absent this mandatory arbitration provision, you and the Hornets would have the right to sue in court and have a jury trial. You and the Hornets further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, though a telephonic, videoconference, or in-person hearing under the AAA Rules in Mecklenburg County, North Carolina. You and the Hornets agree to submit to the personal jurisdiction of any state or federal court in Mecklenburg County, North Carolina to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to the following address: Hornets Sports & Entertainment, ATTN: Legal Department, 333 East Trade Street, Charlotte, North Carolina 28202 and dataprivacy@hornets.com.

You must provide your name, address, email that is associated with your Hornets account if there is one, and a clear statement that you want to opt out of this arbitration provision, within the later of 30 days after your first use of the Site, or within 30 days of substantive changes, if any, being made to these Terms of Use, otherwise, you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this section. If you opt out of these arbitration provisions, the Hornets will similarly not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Site will be deemed to be your irrevocable acceptance of these Terms of Use and any changes or updates to this section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or is a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, you and the Hornets agree to waive, to the fullest extent allowed by law, any trial by jury.

(22) CLASS ACTION WAIVER

READ THIS SECTION CAREFULLY AS IT MAY SIGNFICIALLY AFFECT YOUR LEGAL RIGHTS.

You agree that you and the Hornets will resolve any disputes, claims, or controversies on an individual basis, and that claim(s), if any, brought under these Terms of Use in connection with the Site will be brought in an individual capacity, and not on behalf of, or as part of, any proceeding. You and the Hornets further agree that you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Site.

The terms of this provision will also apply to any claims asserted by you against any of the Hornets' affiliates, to the extent that any such claims arise out of your access to and/or use of the Site and/or the provision of content, services, and/or technology on or through the Site.

(23) INDEMNIFICATION

You agree to indemnify, hold harmless and, at our option, defend the Hornets (including our affiliates, officers, directors, employees, agents, licensors, suppliers, and any third party information providers) from and against all damages, claims, demands, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, in connection with or arising out of violation of these Terms of Use, your use of the Site, the content, the contribution, your passwords and/or account information, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with the Hornets or your use of our Site.

(24) TERMIANTION OF RIGHT TO USE THE SITE

If you breach any of these Terms of Use, the Hornets may terminate your right to use the Site. Upon such termination, you shall immediately delete or destroy any copies (electronic or otherwise) of the content or any other materials or information you have obtained from the Site.

(25) NO WAIVER

No delay or omission by the Hornets to exercise any right or power occurring upon any breach of these Terms of Use shall impair any such right or power or be construed to be a waiver thereof. A waiver by the Hornets of any breach of these Terms of Use shall not be construed to be a waiver of any subsequent breach.

(26) SEVERABILITY

The determination that any provision of these Terms of Use is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(27) ENTIRE AGREEMENT

These Terms of Use (as amended from time to time), including policies incorporated herein (e.g., Privacy Policy) constitute the entire agreement between you and the Hornets regarding the Site and your use of the Site or the Content, and supersede any prior agreement or understanding, arrangements, undertaking, or proposal, written or oral, between you and the Hornets in relation to such matters. No oral representation or agreement given by any party shall alter the interpretation of these Terms of Use. The Hornets in its sole discretion may amend these Terms of Use, and your use of the Site after such amendment is posted on the Site will constitute acceptance of such amendment by you. The section headings in these Terms of Use are for convenience only and must not be construed as legal advice to you.

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