

MEMBER AGREEMENT AND TERMS OF USE

StreamlineTeams.org

- 1. Read This:** StreamlineTeams.org welcomes you to its online service (the "Service"). By using its Service, you are agreeing to the following Terms of Use whether or not you are a registered customer of StreamlineTeams.org.

These Terms of Use may be updated from time to time without notice to you. However, you can always find the latest Terms of Use at StreamlineTeams.org and are advised to periodically check it for updates.

This Terms of Use Agreement ("Agreement" or "Terms of Use") is made by and between Streamline Teams LLC (hereinafter "Streamline Teams"), a North Carolina limited liability company, with offices at 398 Back Bay, Sanford, North Carolina 27332, and you, the user ("you", "your" or "User").

This Agreement contains the complete terms and conditions that govern the use of the Streamline Teams' website(s) ("Website" or "Websites" or "Site"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER STREAMLINE TEAMS' SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE. STREAMLINE TEAMS RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT STREAMLINE TEAMS' SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERCEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO *STREAMLINETEAMS.ORG*. You are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of the Site shall constitute your acceptance thereof.

- 2. Access to This Site.** To access this Site, Site resources, links, or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If Streamline Teams believes the information you provide is not correct, current, or complete, Streamline Teams has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.
- 3. Applicable Use of Site.** All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or rules of behavior, Streamline Teams can immediately suspend and/or discontinue your ability to use the Site. In addition, the Website has the right to delete any piece of content or material, comment, as well as any topic or profile that the Website finds objectionable, at its reasonable discretion. You alone are totally responsible for any activity that takes place on Streamline Teams' websites under your

StreamlineTeams.org website account. If you become aware of any unauthorized use of your username and/or password, it is your responsibility to notify the Streamline Teams immediately. It is up to you to maintain the confidentiality of your password and username.

- 4. No Co-Branding or Framing.** You may not use or authorize any party to co-brand or frame any Streamline Teams' Websites without the express prior written permission of an authorized representative of Streamline Teams in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, "framing" refers to displaying any Streamline Teams webpage within a bordered area of another website, regardless of whether the address of the originating Streamline Teams website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Streamline Teams.
- 5. No Unlawful Access.** You agree that you will not use Streamline Teams' Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.
- 6. Personal and Non-Commercial Use Limitation.** Streamline Teams' Websites are for your personal and non-commercial use, unless otherwise specified in writing. You may not use any Streamline Teams Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of the Streamline Teams in each instance, which permission will be at Streamline Teams' sole and absolute discretion. Without the prior express written permission of an authorized representative of the Streamline Teams in each instance, you must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products, or services obtained from or otherwise connected to Streamline Teams' Websites, in whole or in part, without the prior express written permission of an authorized representative of the Streamline Teams in each instance.
- 7. Proprietary Information.** All content found on the Streamline Teams Websites (the "Content") is considered the copyrighted and trademarked intellectual property of Streamline Teams, or of the party that created and/or licensed the Content to Streamline Teams. No rights or title to any of the Content contained on any Streamline Teams Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Streamline Teams in each instance, except that you may print out and/or save one copy of the Content for your personal use only.

- 8. Submissions.** You hereby grant to Streamline Teams a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Streamline Teams through this Site (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Streamline Teams will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Streamline Teams operations or businesses.
- 9. Hyperlinking.** This Site may be hyperlinked to and by other websites which are not maintained by, or related to, Streamline Teams. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed, or otherwise affiliated with this Site or Streamline Teams. Streamline Teams has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a Streamline Teams Website to another web page should be accessed at the User's own risk. Streamline Teams makes no representations or warranties about the content, completeness, quality, or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost, or injury associated with any access thereto via this Site.
- 10. Use of Communication Services.** Streamline Teams' Websites may contain forums, bulletin board services, chat areas, message boards, news feeds, newsgroups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:
- (a) you do not have the right to post without express permission any proprietary material of any third party protected by intellectual property laws or by rights of privacy or publicity, including trademarks of schools, colleges, universities, swim teams, or other organizations;
 - (b) you do not have the right to post without express permission any information concerning a specific swimmer, their interest in a particular club or university, recruiting status, and like information;
 - (c) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
 - (d) is vulgar, obscene, pornographic, incendiary, or indecent;
 - (e) threatens or abuses others;
 - (f) is libelous or defamatory towards others;
 - (g) is racist, abusive, harassing, threatening, or offensive;

- (h) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (i) harvests or otherwise collect information about others, including e-mail addresses, financial information, or other personally-identifying information, without their prior express consent in each instance;
- (j) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of the content;
- (k) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (l) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- (m) solicits funds, advertisers, or sponsors for any purpose;
- (n) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (o) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way that affects the ability of other people to engage in real-time activities via this Site;
- (p) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (q) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any networks connected to this Site; or
- (r) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Streamline Teams nor any third party that provides Content to Streamline Teams will assume or have any liability for any action made by Streamline Teams or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Communication Service, yet the Website and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

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

WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

- 11. Right to Terminate Access.** Streamline Teams reserves the right to monitor the use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Streamline Teams reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 12. Right to Remove Content and Indemnification.** Streamline reserves the right to remove any content posted by you which it believes in its sole discretion infringes the rights of others, including but not limited to intellectual property rights such as trademarks. In the event a claim is made against Streamline resulting from your postings such as, but not limited to, the posting of another party's trademark, you agree to indemnify and hold Streamline harmless against any costs, liability, or other harm resulting from your posting.
- 13. Disclosure Under Law.** Streamline Teams reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 14. Personally Identifiable Information.** Personal and certain other information is subject to the Website's Privacy Policy. As a condition of using the Communication Services, you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated herein by reference, is located at *StreamlineTeams.org*. You agree that your use of any Communications Service is subject to the Privacy Policy.
- 15. Disclaimer & Limitations on Liability.** You understand that Streamline Teams cannot and does not guarantee or warrant that files available for downloading from the Streamline Teams Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Streamline Teams further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

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FUNCTIONS OR CONTENT CONTAINED ON ANY STREAMLINE TEAMS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STREAMLINE TEAMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND STREAMLINE TEAMS MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. STREAMLINE TEAMS MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

STREAMLINE TEAMS, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN, AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF STREAMLINE TEAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF STREAMLINE TEAMS AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO STREAMLINE TEAMS FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

16. Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD STREAMLINE TEAMS, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.

17. Trademarks and Copyrights. Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of Streamline Teams or the party that provided the Intellectual Property to Streamline Teams. Streamline Teams and any party that provides Intellectual Property to Streamline Teams retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party. All contents of Streamline Teams' Websites are: © 2021 Streamline Teams LLC.

18. Copyright Infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Streamline Teams' copyright agent (as designated herein) all of the written information specified below. Please note that this procedure is exclusively for notifying Streamline Teams and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Streamline Teams' Copyright Agent for notice of claims of copyright infringement on its Websites can be reached as follows:

Copyright Agent: Streamline Teams Copyright

398 Back Bay

Sanford, North Carolina 27332

Email Address: contact@streamlineteams.org

Telephone No.: (919) 895-1963

19. Security. Any passwords used for this Site are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Streamline Teams may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Streamline Teams reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Streamline Teams reserves the right to investigate suspected violations of these Terms of Use. Streamline Teams reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Streamline Teams to disclose the identity of anyone posting any

e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD STREAMLINE TEAMS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY STREAMLINE TEAMS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER STREAMLINE TEAMS OR LAW ENFORCEMENT AUTHORITIES.

20. Disputes. If there is any dispute about or involving these Terms of Use, the Website, and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of North Carolina, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of Lee County, North Carolina in connection with any dispute between you and Streamline Teams arising out of or involving this Agreement, the Website, and/or any Communications Services.

21. Miscellaneous.

- (a) If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (b) You agree that no joint venture, partnership, employment, or agency relationship exists between you and Streamline Teams as a result of this Agreement or use of Streamline Teams' Websites.
- (c) These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Streamline Teams with respect to Streamline Teams' Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. Streamline Teams may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
- (d) The failure of Streamline Teams to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Streamline Teams must be in writing and signed by an authorized representative of the Streamline Teams.
- (e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.
- (f) Please report any violations of this Agreement to the Streamline Teams at contact@streamlineteams.org. If you have any questions regarding this Agreement, please contact us at contact@streamlineteams.org.