

These Terms of Use shall apply to The Pac-12 Family of Entities, including Pac-12 Enterprises, LLC, the Pac-12 Networks, LLC, Pac-12 Broadband Network, LLC, Pac-12 Properties, LLC and the Pac-12 Conference (the "PAC-12") websites on which these Terms of Use are posted (the "Sites"). By accessing the Sites, you are expressly agreeing to comply with and be bound by the following Terms of Use and the PAC-12's Privacy Policy separately provided, as well as all applicable laws and regulations. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SITES AND MUST NOT ACCESS OR USE THEM. We may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the Sites indicates your agreement with any such changes.

You further understand and agree that any updates, enhancements or added features of any Sites or services shall be made part of these Terms of Use. Additionally, certain of the Sites may be subject to registration, processing and handling fees and/or subject to additional terms of use. You are responsible for promptly paying those fees to insure your right to access the associated Sites and/or services.

## 1. Copyright.

*Ownership.* All content included on the Sites, such as text, graphics, logos, button icons, images, audio clips and software, as well as the compilation of any of the foregoing (meaning the collection, arrangement and assembly), are the property of the PAC-12 or its content suppliers and protected by U.S. and international copyright laws. You acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Sites or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the PAC-12 or such advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Sites, services, products or software, in whole or in part.

*Permitted Use.* The content and software on the Sites may be used as an information, entertainment, registration and/or shopping resource. In addition, the PAC-12 hereby authorizes you to view, copy, download, and print for personal use only any the PAC-12-owned content on the Sites. Such personal use is subject to the following conditions: (i) content may be used only for non-commercial, informational purposes and may not be posted or distributed, (ii) the content may not be modified, and (iii) copyright, trademark and other proprietary notices may not be removed. This permission does not extend to materials owned by the PAC-12's licensors. Except as expressly stated in these Terms of Use or as otherwise specifically authorized by the PAC-12, you may not duplicate, download, publish, modify or otherwise distribute (including through the use of frames or deep links) the material on the Sites. Furthermore, you may not copy, reproduce or distribute the design or layout of the Sites, the PAC-12 logos or other design elements or software. Any use of the Sites' content not described herein is strictly prohibited. You also shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software contained in any the Sites. You agree not to modify any software for the Sites in any manner or form, nor to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Sites. You agree not to access the Sites by any means other than through the interface that is provided and authorized by the PAC-12.

*Copyright Complaints.* The PAC-12 respects the intellectual property of others, and we ask our content partners and the Site users to do the same. If you believe that your copyrighted work has been impermissibly copied or used and is accessible on the Sites in a way that constitutes copyright infringement, you may notify the PAC-12 by providing the PAC-12's copyright agent the following information:

- a. an electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
- b. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- c. Identification of the location where the original or an authorized copy of the work exists, for example the URL (i.e., web page address) where it is posted or the name of the magazine in which it has been published.
- d. Identification of the URL or other specific location of the Sites where the material that you claim is infringing is located, including enough information to allow us to locate the material.
- e. Your name, address, telephone number and e-mail address.
- f. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
- g. A statement by you, made under the penalty of perjury that the above information in your notice is correct and that you are the copyright owner or authorized to act on the copyright owner's behalf. the PAC-12's agent for notice of claims of copyright infringement on the PAC-12 site can be reached as follows:

Pac-12 Enterprises  
ATTN: Legal Department  
360 Third St., 3<sup>rd</sup> Floor  
San Francisco, CA 94107  
copyright@pac-12.org

## 2. Permitted Use of the PAC-12 Trademarks

The PAC-12 trademarks identify the PAC-12's products and services and let the public know the source of those products and services. You agree not to use or display the PAC-12 trademarks in any manner.

## 3. User Submissions and Content

The PAC-12 may provide interactive areas on the Sites, in which users may post communications. You understand that all information (including your member name or user name), data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not the PAC-12, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Sites. The PAC-12 does not control the Content posted via the Sites and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Sites, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the PAC-12 be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Sites. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

The PAC-12 does not claim ownership of any Content submitted and/or posted by you on any the Sites(s). However, by submitting and/or posting any Content to the Sites, you grant the PAC-12 a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

In consideration of being allowed to use the PAC-12 interactive areas and Sites, you agree not to:

- a. impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of the PAC-12.
- b. use an inappropriate member name of any kind.
- c. target or harm minors in any way.
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Sites.
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party.
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

- j. interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- l. provide material support or resources (or to conceal or disguise 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.
- m. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- n. "stalk" or otherwise harass another; and/or
- o. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

The foregoing actions shall constitute a material breach of these Terms of Use. the PAC-12 reserves the right to delete from the Sites any Content, postings or member names that violate the above terms and will cooperate fully with any law enforcement officials and/or agencies in the investigation of any violator or violators, up to and including complete and immediate termination of your registration and/or accounts with the PAC-12. You acknowledge that the PAC-12 may or may not pre-screen Content, but that the PAC-12 and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Sites. Without limiting the foregoing, the PAC-12 and its designees shall have the right to remove any Content that violates these Terms of Use or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by the PAC-12 or submitted to the PAC-12, including without limitation information in the PAC-12 Message Boards and in all other parts of the Sites.

You acknowledge, consent and agree that the PAC-12 may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the PAC-12, its users and the public.

You understand that the technical processing and transmission of the Sites, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Sites and software embodied within the Sites may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by the PAC-12 and/or content providers who provide content to the Sites. You may not attempt to override or circumvent any of the usage rules embedded into the Sites. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Sites, in whole or in part, is strictly prohibited.

Should you choose to submit any ideas, suggestions, documents, and/or proposals ("Submissions") to the PAC-12 through any of its media, you acknowledge and agree that: (i) your Submissions do not contain confidential or proprietary information; (ii) the PAC-12 is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (iii) the PAC-12 shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (iv) the PAC-12 may have something similar to the Submissions already under consideration or in development; (v) your Submissions shall automatically become the property of the PAC-12 without any obligation of the PAC-12 to you; and (vi) you are not entitled to any compensation or reimbursement of any kind from the PAC-12 under any circumstances.

#### 4. Links; Third Party Services; Promotional Messages

As a convenience to our users, we may provide links to third-party web sites. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. You hereby waive any claim you might have against the PAC-12 with respect to such sites.

In addition, you may order services or merchandise through the Sites from other persons not affiliated with the PAC-12 ("Seller"). For example, you may choose to register for a sporting event and purchase event-related merchandise on the Sites. All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Seller. The PAC-12 makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider the PAC-12, nor will the PAC-12 be construed as, a party to such transactions, whether or not the PAC-12 may have received some form of revenue or other remuneration in connection with the transaction. You agree that the PAC-12 will not be liable for any costs or damages arising out of such transactions, either directly or indirectly.

The PAC-12 and/or third parties may, from time to time, send e-mail messages to you containing advertisements, promotions, etc. The PAC-12 makes no representation or warranty with respect to the content of any such e-mail messages or any goods or services which may be obtained from such third parties, and you agree that neither the PAC-12 nor such third party shall have any liability with respect thereto. You further agree to receive certain periodic communications from the PAC-12 such as newsletters, content, messages, and announcements, and that these communications are considered part of your access of the Sites and services and that you may not be able to opt out of receiving such communications in every instance.

## 5. Registration and Password

You are responsible for maintaining the confidentiality of your login ID and password (your "registration"). You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify the PAC-12 of any unauthorized use of your registration. You further represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to the PAC-12, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the PAC-12 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the PAC-12 has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Sites or related products and services (or any portion thereof). The PAC-12 makes every effort to protect individual privacy and personal information, and is particularly concerned about child privacy. Parents of children under the age of 13 who wish to allow their children access are required to provide their consent for any registration. By creating such a registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the registration. Unless you have notified us otherwise, you also give your child permission to access many areas of the Sites related to the registration, including email, message boards and other registration related information. Please remember that the Sites and the PAC-12 services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the Sites areas and/or content are appropriate for your child.

Registration data and certain other information about you is subject to the PAC-12's Privacy Policy located at <http://static.pac-12.com/Images/general/pdfs/privacy.pdf>. Through your use of the Sites and related services you consent to the collection and use (as set forth in the Privacy Policy) of certain information about you, including the transfer of this information to the United States and/or other countries for storage, processing and use by the PAC-12 and its affiliates.

*Charges and Billing For Certain Sites.* Certain of the Sites require payment of access fees. By registering for those Sites, you hereby authorize the PAC-12 to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen service and registration for your account. You hereby understand and agree that in most cases, the PAC-12 will be charging your designated credit card in accordance with the payment schedule of the service for which you have registered, but some service fees may accumulate on your credit card account before they are actually charged to your credit card. You further understand and agree that it is your responsibility to notify the PAC-12 of any changes to your credit card or if your credit card has expired otherwise your access to the Service may be disconnected or interrupted. All fees shall be paid in U.S. dollars.

The PAC-12 reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which the PAC-12 does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after the PAC-12 posts such modification on the applicable the Sites(s). The PAC-12 also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel any your Account or any associated optional or upgraded

services therefore at any time, but the PAC-12 will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

You agree to pay your Account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your use of the Service. Amounts not paid by you to the PAC-12 when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorney and collection fees, that the PAC-12 may incur in its efforts to collect any remaining balances due from you. This section titled Charges and Billing For Certain Sites shall in no way limit any other remedies available to the PAC-12. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify the PAC-12 of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement. If you do not notify the PAC-12 within sixty (60) days, you waive any right to dispute such problems or discrepancies.

*Pricing Information Disclosure For California Residents.* Under California Civil Code Section 1789.3, California residents that access the Sites and services are entitled to the following specific consumer rights information: (i) Pricing Information - Current rates for using the Service may be obtained by going to the pricing schedule on the PAC-12 Web Site located [here](#). The PAC-12 reserves the right to change any fees, pricing or charges or to institute new fees at any time; (ii) Complaints - The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

#### 6. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE PAC-12 IS AT YOUR SOLE RISK. THE PAC-12 IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PAC-12 AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE INFORMATION ON THE SITES OR OTHERWISE BY THE PAC-12 IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER THE PAC-12 NOR SITE USERS, WHILE SUCH USERS ARE PARTICIPATING ON THE SITE, ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. THE PAC-12 ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM WHICH YOU MAY HAVE. IN PARTICULAR, THE ACTIVITIES AND EXERCISES DESCRIBED IN TRAINING PROGRAMS AND ARTICLES ON THE PAC-12 CAN BE DANGEROUS AND MAY RESULT IN INJURY OR DEATH. YOU MUST CONSULT WITH A LICENSED PHYSICIAN BEFORE PARTICIPATING IN ANY OF THE ACTIVITIES DESCRIBED ON THE PAC-12.

THE PAC-12 MAKES NO WARRANTY THAT THE SITES' SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. THE PAC-12 DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE SITES. THE PAC-12 IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR OWN COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

#### 7. Limitation of Liability

THE PAC-12, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PAC-12 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES; (C) USE BY YOU OF ANY PRODUCT PURCHASED THROUGH THE PAC-12; (D) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY THE PAC-12; (E) PERSONAL INJURY NOT CAUSED BY THE PAC-12'S GROSS NEGLIGENCE; (F) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES; OR (H) ANY OTHER MATTER RELATING TO THE SITES, OR THE PAC-12 PRODUCTS OR SERVICES. YOU AGREE THAT THE PAC-12'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY THE PAC-12 FROM YOU.

#### 8. Indemnification

You agree to defend, indemnify and hold harmless the PAC-12, its subsidiaries, and each of their affiliates, directors, officers, agents, partners, contractors, licensors, licensees and employees or the author of any training program from any claim, demand, loss, liability or expense (including reasonable attorneys' fees), relating to or arising out of: your use of the PAC-12's services; the Sites; any other websites accessed from or affiliated with the Sites; any products purchased off of the Sites or websites available from or related to the Sites; the use by you of any training programs purchased through the PAC-12; your violation of these Terms of Use; content you submit, post, transmit or otherwise make available through the Sites; or any other infringement committed by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

#### 9. Termination

The PAC-12 reserves the right, in its sole discretion, to immediately and without any prior notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access the Sites and/or any other service provided to you by the PAC-12 upon; (a) any breach by you of these Terms of Use or upon your demonstration of conduct that the PAC-12 determines to be inappropriate; (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Sites and/or the PAC-12 services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Where your account or registration with the PAC-12 is terminated, you may be required to forfeit any credits, pre-paid fees, and any other amounts collected by the PAC-12 as part of your use and registration of the Sites. The PAC-12 shall not be required to refund, redeem or pay any such amounts to you, and you shall remain liable to the PAC-12 for any charges, fees, commitments, and obligations incurred by you prior to such termination. All records, information, messages, content and other information related to your registration and account may also be deleted by the PAC-12 in its sole discretion without any notice or liability to you. The PAC-12 shall not be liable to you or any third party for any termination of your account, any associated account related or identifying information, or access to the Sites and/or the PAC-12 services.

#### 10. Applicable Law; Consent to Jurisdiction

The Sites (excluding linked sites) are controlled by the PAC-12 from its offices within the State of California, United States of America. The Sites can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing the Sites both you and the PAC-12 agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Sites.

You agree that exclusive jurisdiction for any dispute with the PAC-12, or in any way relating to your use of the Sites, resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving the PAC-12 or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

#### 11. Miscellaneous

The PAC-12 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Terms of Use, the Sites and/or the PAC-12 services (or any part thereof) with or without notice. The PAC-12 shall not be liable to you or to any third party for any modification, suspension or discontinuance. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be

and remain in full force and effect. The PAC-12 may assign its rights and obligations under these Terms of Use and upon such assignment the PAC-12 may be relieved of any further obligation hereunder.

You represent to the PAC-12 that you have the authority to register with the PAC-12 according to these Terms of Use. The failure of the PAC-12 to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. The PAC-12 may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the Sites. Except for certain the PAC-12 licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

With your prior approval, the PAC-12 reserves the right to charge fees, surcharges and/or membership fees at any time.

## 12. Contact

Please report any violations of these Terms of Use by contacting the Pac-12. Please direct inquiries to:

Pac-12 Enterprises  
ATTN: Legal Department  
360 Third St., 3<sup>rd</sup> Floor  
San Francisco, CA 94107  
copyright@pac-12.org