

TERMS OF USE

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BY USING THIS SITE (AS HEREINAFTER DEFINED), YOU ACCEPT THE FOLLOWING AGREEMENT (THIS "AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SITE. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE THIS SITE. THIS AGREEMENT MAY BE UPDATED FROM TIME TO TIME AT THE SOLE DISCRETION OF BASEBALL.WORKS LLC, a New York limited liability company ("BASEBALL.WORKS"). YOU MAY BE REQUESTED FROM TIME TO TIME UPON VISITING THIS SITE TO RECONFIRM YOUR ASSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This is the official Terms of Use Agreement ("Terms of Use") for the specific Internet website, application or other interactive service ("Site," "we," "us," or "our") known as CURVE BY BASEBALL.WORKS™, that contains an authorized link to this Terms of Use including, but not limited to <https://curve.baseballworks.com/>. These Terms of Use apply whether you, the User (as hereinafter defined) is accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a "Device"). These Terms of Use govern only the content, features, and activities related to this Site and do not cover any other websites of BASEBALL.WORKS, any affiliates that BASEBALL.WORKS directly or indirectly owns or controls (collectively, "Affiliates") or any other company, unless specifically stated.

These Terms of Use apply to any individual using or otherwise accessing the Site. A User may also be referred to herein as "user" or "you", which shall include, but not be limited to, a "parent", "guardian", "player", "minor", "employee", "coach", "owner" or "administrator", as applicable.

Eligibility; Acceptance of Terms.

This Site is offered and made available only to users 13 years of age or older who reside in the United States of America, its territories and possessions ("U.S.") and certain features on this Site (including, but not limited to, user registration) may be subject to heightened age and/or other eligibility requirements. No individual between the ages of 13 and 18 shall be permitted to use or otherwise access this site without a parent or guardian first creating a Parent Account (as hereinafter defined), as well as the subsequent creation of a linked Player Sub-Account (as hereinafter defined). If you are not yet 13 years old or the required greater age for certain features, do not reside in the U.S. and/or do not meet any other eligibility requirements, please discontinue using the Site immediately or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, please discontinue using the Site immediately, because by using or attempting to use the Site, you certify that you are at least 13 years of age or other required greater age for certain features and meet any other eligibility and residency requirements of the Site.

Use of this Site requires the User to be associated with a participating travel organization (i.e., employee, player or parent/guardian), or a coach, owner or administrator for the travel organization. In order to access the Site, a parent or guardian must create an account (a "Parent Account"). Following the creation of an account, a parent or guardian may authorize the creation of a linked sub-account for use by a minor for which such parent or guardian has legal custody (a "Player Sub-Account"). Each parent (or

guardian) and minor (player) acknowledge that these Terms of Use apply to all Users. Any parent or guardian represents and warrant that it shall not allow any minor to access this Site, except through a properly created and linked Player Sub-Account.

You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

By accessing and using the Site or downloading materials from the Site, you accept and agree to, without limitation or qualification, these Terms of Use. BASEBALL.WORKS reserves the right, in its sole discretion, to modify, alter or otherwise change these Terms of Use at any time. Please check these Terms of Use periodically for changes. By using this Site after any changes to these Terms of Use are posted, you are indicating your renewed agreement to be bound by any such changes. Please also review our Privacy Policy.

General

By accessing or linking to this Site, you assume the risk that this Site and all of the content it contains, or may in the future contain, including, but not limited to, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, logos, domain names, trade names, service marks and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Content") on this Site may be incomplete, inaccurate, out of date, or may not meet your needs and requirements. Further, we may add, change, discontinue, remove or suspend any of the Content at any time, without notice to you and without liability. BASEBALL.WORKS assumes no obligation to update the Content.

The words "use" or "using" in these Terms of Use, means any time an individual (a "User"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. These Terms of Use do not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described herein.

As a User of the Site, you agree not to use the Content for any unlawful purposes and not to violate BASEBALL.WORKS's rights or the rights of others. BASEBALL.WORKS reserves the right to object or otherwise take action against any such use. Except as may be otherwise specifically agreed to in writing by BASEBALL.WORKS, in its sole discretion, the Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes.

We may, without prior notice, change the Site; stop providing the service or features of the Site, to you or to Users generally; or create usage limits for the Site. We may permanently or temporarily terminate

or suspend your access to the Site or to any features of the Site without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other BASEBALL.WORKS Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. BASEBALL.WORKS shall have no liability for your interactions with other Users, or for any User's action or inaction.

Baseball.works Accounts

Your BASEBALL.WORKS account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users, such as teams, leagues, associations, other organizations or entities and their representatives ("Organization(s)"), players, parents, or volunteers. If you open a BASEBALL.WORKS account on behalf of a company, Organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement (and to any related agreements, such as order forms, which you agree to on its behalf), and that you agree to this Agreement on the entity's behalf. By connecting to BASEBALL.WORKS with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify BASEBALL.WORKS immediately of any breach of security or unauthorized use of your account. You agree that BASEBALL.WORKS will not be liable for any losses caused by any unauthorized use of your account or of any password you create for your account.

You may control your User profile and how you interact with the Site by changing the settings in your settings page. By providing BASEBALL.WORKS with your email address you consent to using the email address to send you service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Site and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page; provided that you may not opt-out of service-related emails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

User Content

Some areas of the Site may allow Users to post or submit content such as profile information, roster or biographical information, text, pictures, videos, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Site or to BASEBALL.WORKS is "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Site, you

agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. BASEBALL.WORKS has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Site.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any team, league, or other applicable policy. You agree that, and represent and warrant that, any User Content that you post, and BASEBALL.WORKS's use thereof as contemplated by this Agreement and the Site, does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. BASEBALL.WORKS reserves the right, but is not obligated, to reject and/or remove any User Content that BASEBALL.WORKS believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Site is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

(i) You are solely responsible for obtaining all consents as may be required by law to collect or submit any User Content (including without limitation any personally identifiable information such as biographical information) relating to third parties;

(ii) If you are an Organization that uses BASEBALL.WORKS to perform services on your behalf, you agree that you shall post, and are solely responsible for posting, all applicable privacy policies or notifications on your site, including instances in which your site is hosted or maintained by BASEBALL.WORKS, and for making all appropriate disclosures to visitors to the site, and to other end users whose information you

collect, and for obtaining any necessary consent(s) from such individuals, with respect to your collection and use of personal information and including your disclosure of user personal information to service providers such as BASEBALL.WORKS; and

(iii) If you are an Organization that uses BASEBALL.WORKS to perform services on your behalf and you collect personal information from individuals, you acknowledge and agree that you will not collect or cause to be collected and shared with BASEBALL.WORKS or hosted on BASEBALL.WORKS's servers certain types of personal information that could trigger state breach notification laws in the event the information is accessed by an unauthorized person, including, but not limited to, Social Security Numbers, driver's license numbers, financial information such as bank account or credit card numbers, proof of birth documentation such as birth certificates, and medical information unless such information is provided to BASEBALL.WORKS in a system specifically designed to protect and store such information or as otherwise agreed to by BASEBALL.WORKS. If such information is shared with BASEBALL.WORKS or hosted on BASEBALL.WORKS's servers in a manner that BASEBALL.WORKS deems to be insecure, BASEBALL.WORKS has the right, but not the obligation, in its sole discretion to delete and remove any personal information stored on its systems that it deems to be stored in an insecure manner. In the event that an incident of unauthorized access or disclosure of such data triggers state breach notification laws because of your breach of this section, you agree that you will be wholly responsible for the timing, content, cost and method of any such notice and compliance with such laws.

(iv) BASEBALL.WORKS may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

BASEBALL.WORKS takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, or sends over the Site. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that BASEBALL.WORKS shall not be liable for any damages you allege to incur as a result of User Content. You understand that Organizations are solely responsible for their independent data practices and their use or distribution of User Content or any other information or data obtained via the Site.

User Content License Grant

By posting any User Content on the Site or otherwise submitting User Content to BASEBALL.WORKS, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to BASEBALL.WORKS a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in accordance with your settings and this Agreement, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and BASEBALL.WORKS's (and its successors' and affiliates') business including, without limitation, for promoting and redistributing part or

all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Site a non-exclusive license to access your User Content through the Site (to the extent such User Content is made available to those Users via the features and functionality of the Site, including any applicable privacy settings), and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under this Agreement.

Paid Services

Certain aspects of the Site may be provided for a fee or other charge. If you elect to use paid aspects of the Site, your use of such aspects of the Site shall be subject to this Agreement, as well as any subscription or other agreement between you and BASEBALL.WORKS. You also agree to be bound by the specific terms included in any order form, statement of work, or the like (a "SOW") (if applicable) to which you indicate your acceptance (for instance, by signing the form or via online click-through acceptance, or by making related payments to BASEBALL.WORKS). If there is any conflict between the SOW and this Agreement with respect to your use of the paid aspects of the Site, the SOW shall prevail. If you make a registration payment or other payment to an Organization via the Site, you agree that the transaction is solely between you and that Organization and any refund requests, including without limitation in the case of incorrect charges or unfulfilled orders, must be made directly to that Organization.

Subscription Services

Certain aspects of the Site for which BASEBALL.WORKS charges a fee will require a paid subscription and the acceptance of supplemental terms to access. By signing up for a subscription, you agree that your subscription will be automatically renewed and, unless you cancel your subscription, you authorize BASEBALL.WORKS to charge your payment method for the renewal term. You agree that BASEBALL.WORKS can change the terms of the subscription with advance notice to you and an opportunity for you to cancel. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless you are notified of a rate change prior to your auto-renewal, in which case you will have the right to cancel the renewal of your subscription. From time to time, BASEBALL.WORKS may offer a free trial subscription for a product. If you register for a free trial subscription, your account will be billed when the free trial subscription expires, unless you cancel your subscription before that time.

Unless otherwise disclosed when you subscribe, you have the right to cancel your subscription to a BASEBALL.WORKS product or service. When a subscription is canceled, you will not receive a prorated refund, but you will continue to have access to the subscription product or service until the end of the term during which you canceled the subscription. If you cancel your subscription, you will still be obligated to pay other charges that you may incur in the course of using the BASEBALL.WORKS product or service prior to the date of cancellation. BASEBALL.WORKS will provide you with reasonable notice of changes to the fees or billing methods in advance of their effective date and you will be able to cancel your subscription prior to such change.

Payment Plans For Subscription Services

Subscription payments for Services for which BASEBALL.WORKS requires a fee may be paid in full upon your initial registration for a discounted fee or will be divided into 12 monthly installments with the first installment to be paid online upon the date of your registration for the subscription. The remaining balance will be charged automatically to the same account from which you placed your initial order.

Payment Processing Services

If you are or you represent an Organization that signs up for any aspect of the Site by which BASEBALL.WORKS will facilitate the processing of payments Users make to such Organization by credit card, debit card, or other payment method, you acknowledge that BASEBALL.WORKS may contract with various third parties, such as banks and payment processors, to facilitate such payment processing. You must enter into a Sub-Merchant Agreement (the "Sub-Merchant Agreement") with us and such third parties as we may select from time to time prior to BASEBALL.WORKS providing any services to facilitate the processing of payments Users make to such Organization.

Mobile Charges

You may use mobile data in connection with BASEBALL.WORKS's mobile software applications and/or opt-in to receive certain notifications or information via text messaging. You may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

Mobile Software

We may make available software to access the Site via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. BASEBALL.WORKS does not warrant that the Mobile Software will be compatible with your mobile device. BASEBALL.WORKS hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one BASEBALL.WORKS account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that BASEBALL.WORKS may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and

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Third-Party Services or Platforms

CURVE BY BASEBALL.WORKS may integrate, be integrated into, or be provided in connection with third-party websites, services, applications, platforms, and/or content. We do not control those third-parties or the products they make available. You should read the terms of use agreements and privacy policies that apply to such third-party products. If you access CURVE BY BASEBALL.WORKS using an Apple iOS, Android or Microsoft Windows-powered device, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary of this contract. However, these third-party beneficiaries are not a party to this contract. You agree that your access to CURVE BY BASEBALL.WORKS using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You represent to BASEBALL.WORKS that you have read and agreed to those terms.

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Content without the express prior written consent of BASEBALL.WORKS or its owner if BASEBALL.WORKS is not the owner.

Prohibited Uses

You agree not to use this Site for any prohibited purpose. The following are examples of types of uses of the Site that are prohibited:

1. Violations of Law. You are prohibited from using this Site to commit, or in connection with, criminal or civil violations of federal, state, local, or international laws, regulations, or other governmental requirements, or to infringe the rights (including intellectual property, privacy and publicity rights) of any person. We reserve the right to report any activity that may violate any law or regulation to appropriate law enforcement officials, regulators or other third parties, and we may do so without prior notice to you.

2. Security, Disclosure and "Scraping" Violations. You are prohibited from violating, or attempting to violate, the security of the Site. Any such violations may result in criminal and civil liabilities to you. Examples of prohibited security violations include, but are not limited to: (i) attempting to probe, scan, or test the vulnerability of any system, subsystem or network related to the Site; (ii) tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the Site; (vi) collecting or harvesting any personally identifiable information, including account names, from the Site; (vii) using the Site for any commercial solicitation purposes; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Site; (x) accessing any content on the Site through any technology or means other than those provided or authorized by the Site; (xi) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping"; and (xii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site in a manner that sends more request messages to the BASEBALL.WORKS servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that BASEBALL.WORKS grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from BASEBALL.WORKS.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

3. Spam. You are prohibited from using this Site in connection with spam. Spam includes, but is not limited to, any of the following activities: (i) sending any unsolicited e-mail that could be expected, in BASEBALL.WORKS's sole discretion, to provoke complaints; (ii) sending unsolicited e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the

originator of the e-mail; and (iii) sending e-mail that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.

4. Streaming. Accessing any audiovisual content that may be available on the Site for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited unless explicitly permitted by the functionality of the Site. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the BASEBALL.WORKS Site to a User's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

We reserve the right to determine, in our sole discretion, whether you have used the Site in a prohibited way. We will monitor the Site and, when we become aware that the Site is being used for a prohibited purpose (or an attempt has been made to do so), we will take any action we deem appropriate. We may not notify you before we take action against you.

Privacy.

We respect your privacy and the use and protection of your Personal Information. Please see our Privacy Policy for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

BASEBALL.WORKS cares about the integrity and security of your Personal Information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your Personal Information for improper purposes. You acknowledge that you provide your Personal Information at your own risk.

Children's Data Privacy

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before receiving personal information from children under 13. The BASEBALL.WORKS Site is not directed to children under 13. If you are an Organization, parent, or other User, you certify you will not permit or request that children under 13 submit information to the BASEBALL.WORKS Site directly. We recommend that Organizations provide a copy of our Privacy Policy to parents and guardians of any children whose information the Organization may submit to the BASEBALL.WORKS Site.

BASEBALL.WORKS Content

Except for your User Content, the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "BASEBALL.WORKS Content"), and all Intellectual Property Rights related thereto, are the exclusive property of BASEBALL.WORKS and its licensors (including other Users who post User Content to the Site). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative

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