

# Volley Boast, LLC

## Site Terms and Conditions of Use

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1. Terms subject to Change. Volley Boast reserves the right, at any time in its sole discretion, to change, modify, add or remove portions of these Terms of Use. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Volley Boast grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. Content; Restrictions on Use. (a) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Volley Boast, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

(b) Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Volley Boast's express prior written consent.

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3. Permitted Use of the Site. (a) You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Volley Boast reserves the right to bar any such activity.

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(b) You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Volley Boast server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

(c) You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Volley Boast, including any Volley Boast account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

(d) You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Volley Boast's systems or networks, or any systems or networks connected to the Site or to Volley Boast.

(e) You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

(f) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Volley Boast on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

(g) You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Volley Boast or others.

4. Products and Services; Other Terms and Conditions. (a) Additional terms and conditions provided elsewhere on the Site apply to purchases of products or services and to specific portions or features of the Site, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for the purchase of any product or service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific product or service.

(b) Volley Boast's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing in these Terms of Use should be construed to alter such agreements.

(c) Volley Boast may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Volley Boast makes no commitment to update the materials on the Site with respect to such products and services.

5. Accounts, Passwords and Security. (a) The use of the Volley Boast Portal Service and certain features or services offered on or through the Site may require you to open an account (including setting up a Volley Boast ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Volley Boast immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Volley Boast or any other user or visitor to the Site due to someone else using your Volley Boast ID, password or account as a result of your failing to keep your account information secure and confidential.

(b) You may not use anyone else's Volley Boast ID, password or account at any time without the express permission and consent of the holder of that Volley Boast ID, password or account. Volley Boast cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

6. Privacy. By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

7. Links to Third Party Sites. This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Volley Boast's control, and Volley Boast is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

8. Disclaimers. (a) VOLLEY BOAST DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. VOLLEY BOAST CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. VOLLEY BOAST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VOLLEY BOAST DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR

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(b) The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

(c) Volley Boast reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. Limitation of Liability. (a) IN NO EVENT WILL VOLLEY BOAST BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF VOLLEY BOAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, VOLLEY BOAST IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ANY CONTENT, VOLLEY BOAST'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (1) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF OR ON THE SITE PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST VOLLEY BOAST (BUT NOT INCLUDING THE PURCHASE PRICE FOR ANY VOLLEY BOAST PRODUCTS), OR (2) US\$200.00.

10. Indemnity. You agree to defend, indemnify, and hold harmless Volley Boast, its affiliates and licensors, and each of their respective employees, officers, directors, managers, members, shareholders, predecessors, successors in interest, agents and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your use of the Site (including use by your employees, agents and other representatives); or (b) your breach of these Terms of Use or violation of applicable law. You will reimburse Volley Boast for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) and (b) above at their then-current hourly rates.

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11. Violation of these Terms of Use. (a) Volley Boast may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Volley Boast's rights or property, or the rights or property of visitors to or users of the Site, including Volley Boast's customers. Volley Boast reserves the right at all times to disclose any information that Volley Boast deems necessary to comply with any applicable law, regulation, legal process or governmental request. Volley Boast also may disclose your information when Volley Boast determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

(b) You acknowledge and agree that Volley Boast may preserve any transmittal or communication by you with Volley Boast through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Volley Boast determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Volley Boast, its employees, users of or visitors to the Site, and the public.

(c) You agree that Volley Boast may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Volley Boast, for which monetary damages would be inadequate, and you consent to Volley Boast obtaining any injunctive or equitable relief that Volley Boast deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Volley Boast may have at law or in equity.

(d) You agree that Volley Boast may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

(e) If Volley Boast does take any legal action against you as a result of your violation of these Terms of Use, Volley Boast will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Volley Boast. You agree that Volley Boast will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

12. Governing Law; Dispute Resolution. You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States

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and by the laws of the State of Texas without regard to its conflicts of laws principles. You agree that the federal and state courts sitting in Harris County, Texas will have exclusive jurisdiction over any claim, or dispute or controversy (whether in contract, tort or otherwise) against Company, its agents, employees, successors, assigns or affiliates arising out of or relating to your access to and use of the Site. You agree and consent to the jurisdiction of the state and federal courts in Houston, Harris County, Texas, and waive any objection that such courts are an improper or inconvenient venue or forum for such disputes. Unless otherwise prohibited by law, we and you each agree to waive the right to trial by jury and any such trial will be tried exclusively as a bench trial before the judge of the court in which the matter is pending at the time of trial.

13. Void Where Prohibited. Volley Boast administers and operates the [www.volleyboast.com](http://www.volleyboast.com) Site from its location in Houston, Texas USA. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Volley Boast reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

14. Miscellaneous. (a) You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

(b) These Terms of Use contain the entire agreement and understanding between you and Volley Boast with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Volley Boast with respect to such use are hereby superseded and cancelled. No provision of these Terms of Use may be waived, modified, altered or amended except by a written instrument signed by Volley Boast. Volley Boast's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Volley Boast of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Volley Boast and you or any other party be deemed to modify any provision of these Terms of Use. Volley Boast will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. If any covenant, term or provision of these Terms of Use is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions and will not affect the validity, interpretation or effect of the remainder of these Terms of Use. These Terms of Use do not expressly or implicitly provide any third party with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. When reference is made in these Terms of Use to a Section, such reference shall be to a Section of these

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