

NorthernKentuckySports.com Web Site User Agreement

1. Introduction

AWT Investments, LLC ("AWTI"), doing business as "NorthernKentuckySports.com", provides its NorthernKentuckySports.com Web site services, including any subscription services, ("Services") to you pursuant to the terms and conditions of this Web Site User Agreement ("Terms of Use"). By using the Services, you are accepting the Terms of Use. AWTI may change the Terms of Use from time to time without notice to you. In addition, when using particular Services, you will be subject to any posted policies, guidelines, or rules applicable to such Services that may be posted from time to time, including the NorthernKentuckySports.com Privacy Policy. All such policies, guidelines, and rules are hereby incorporated by reference into this Web Site User Agreement. The collection and use of personal information is governed by the Terms of Use and the NorthernKentuckySports.com Privacy Policy. Please review the Privacy Policy posted to the NorthernKentuckySports.com Web site.

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The NorthernKentuckySports.com Web site and the Services may only be used by you for lawful purposes. Transmission, distribution, or storage of Content (as defined in Section 2 below) or other material in violation of any applicable local, state, federal, foreign, or international laws, rules, or regulations is prohibited. You understand that the technical processing and transmission of the Services, 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.

2. User Conduct

You understand that all information, advertising, data, text, articles, software, music, sound, photographs, graphics, video, messages, postings, 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 AWTI, are entirely responsible for all Content that you upload, post, e-mail, or otherwise transmit via the Services, and that you must evaluate, and bear all risks associated with, the use of any Content posted or transmitted by you or other users. AWTI does not control the Content posted by users via the Services and, as such, does not guarantee the usefulness, accuracy, integrity, or quality of such Content. Under no circumstances will AWTI 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, e-mailed, or otherwise transmitted, whether by AWTI, you, or others.

You agree to not use the Services to: (a) upload, post, e-mail, or otherwise transmit 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; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; (d) post and incomplete, false, or inaccurate biographical information; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (f) upload, post, e-mail, or otherwise transmit any Content that you do not have a right to transmit 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); (g) upload, post, e-mail, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party; (h) upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other similar solicitations; (i) upload, post, e-mail, or otherwise transmit 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; (j) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (k) interfere with or disrupt the Services or servers or networks connected to the NorthernKentuckySports.com Web site, or disobey any requirements, procedures, policies, or regulations of networks connected to the NorthernKentuckySports.com Web site; (l) intentionally or unintentionally violate any applicable local, state, federal, foreign, or international laws, rules, and regulations; (m) stalk or otherwise harass another; or (n) collect, store, or use personal data about other users of the Services, except as may be necessary to complete a transaction offered or accepted by such users.

When retrieving information from the NorthernKentuckySports.com Web site, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser; (b) aggregating, copying, or duplicating any of the materials or information except for the small amount of materials and information temporarily required for an ordinary single use of the NorthernKentuckySports.com Web site; and (c) accessing data not intended for you.

Recognizing the global nature of the Internet, you acknowledge that what may legally be done on or through the Internet in the jurisdiction of your residence may not be permissible in every jurisdiction in the world. Therefore, you specifically agree to comply with all local laws, rules, and regulations of the jurisdiction of the recipient regarding online conduct and acceptable Content. In addition, you agree to comply with all applicable laws, rules, and regulations regarding the transmission of technical data exported from the United States and the country in which you reside.

3. AWTI's Rights to Content

With respect to Content you post for inclusion in publicly accessible areas of the NorthernKentuckySports.com Web site, you grant AWTI the worldwide, royalty free, and nonexclusive license to reproduce, modify, adapt and publish such Content in connection with the Services solely for the purpose of displaying and distributing the Content for the purpose for which such Content was submitted to AWTI. This license exists only for as long as you elect to continue to include such Content on the Services and shall be terminated 30 days after you delete or give us written notice to delete such Content from the Services.

You acknowledge that AWTI may, but does not have the obligation to pre-screen Content. AWTI shall have the right, in its sole discretion, to refuse or remove any Content that is available through the Services. Without limiting the foregoing, AWTI shall have the right to remove any Content that AWTI, in its sole discretion, deems violates the Terms of Use or is otherwise objectionable. In addition, AWTI may pursue any of its other legal remedies, including, but not limited to, the immediate cancellation of your account, the exclusion of anyone who may have violated the Terms of Use, and pursuing violators with claims that they have violated or are liable under various criminal and/or civil laws under the relevant jurisdiction. AWTI will cooperate with any investigation by any federal, state, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may be without notice to you. You acknowledge and agree that AWTI may preserve Content and user information and may disclose Content and user information in accordance with the NorthernKentuckySports.com Privacy Policy, if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property, or personal safety of AWTI, users of the Services, or the public; or (e) minimize or eliminate AWTI's potential liability.

4. Subscription Terms

If you subscribe to any of AWTI's fee based subscription services, the provisions of this Section 4, in addition to the rest of the Terms of Use, apply to you. Some subscription services may be available on a member and non-member basis. See the description of the applicable subscription services on the NorthernKentuckySports.com Web site for details.

AWTI will use its best efforts to provide the subscription services for which you have subscribed; however AWTI does not warrant that the subscription services will be available 100% of the time. The availability of the subscription services is contingent upon many variables, many of which are outside the control of AWTI. You will pay the applicable subscription fee in advance using the third-party payment service available through the NorthernKentuckySports.com Web site.

You may access and use the subscription services for your own personal, non-commercial use only. You may not disclose your user name or your password for the subscription services to any third party. If you determine that another party has gained access to your user name and password, or that another has wrongfully accessed the subscription services using your user name and password, you shall promptly notify AWTI and AWTI will issue a new user name and password to you and will delete the old user name and password. If AWTI determines that, as a result of your improper disclosure of your user name and password, another user has accessed the subscription services, AWTI may immediately cancel your subscription and will have no obligation to refund any subscription fees that you have paid.

5. Indemnity

You agree to indemnify and hold AWTI, and its subsidiaries, affiliates, owners, partners, directors, officers, agents, and employees, harmless from all damages and expenses, including court costs and reasonable attorney fees, arising out of any claim based on Content you submit, post, transmit, or use through the Services, your use of the Services or Content, your connection to the NorthernKentuckySports.com Web site, your violation of the Terms of Use, or your violation of any rights of another or of any law, rule, or regulation.

6. No Resale of Services

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services and/or Content, use of the Services and/or Content, or access to the Services and/or Content, without the express written consent of AWTI.

7. Modification and Termination

You acknowledge that AWTI may establish general practices and limits concerning use of the Services. You agree that AWTI has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Services. You further acknowledge that AWTI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice, including, without limitation, adding or deleting fees associated with the Services. If any charge is applicable to any Services, AWTI will notify you in advance.

AWTI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, in whole or in part, with or without notice. You agree that AWTI shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or removal of Content.

You agree that AWTI, in its sole discretion, may terminate your use of the Services, in whole or in part, and remove and discard any Content, for any reason without notice. Further, you agree that AWTI shall not be liable to you or any third party for any termination of your access to the Services.

8. Dealings with Retail Partners, Advertisers, and Other Users

Your correspondence or business dealings with retail partners, advertisers, and other users found on or through the Services, including payment and delivery of products or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such retail partner, advertiser, or user. You agree that AWTI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such retail partners, advertisers, or users in connection with the Services. If there is a dispute with retail partners, advertisers, or other users of the Services, AWTI is under no obligation to become involved.

9. Links

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AWTI has no control over such sites and resources, you agree that AWTI is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that AWTI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content or products or services available on or through any such sites or resources.

10. AWTI's Proprietary Rights

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property laws and other laws. You further acknowledge and agree that Content contained in advertising or information presented to you through the Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as authorized in the Terms of Use or otherwise expressly authorized by AWTI or the applicable retail partners, advertisers, Content authors, or other users, you agree not to distribute or otherwise transfer, modify, or create derivative works based on the Services, the Software, or the Content, in whole or in part. AWTI grants you a personal, nontransferable, and nonexclusive license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or distribute, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by AWTI for use in accessing the Services.

11. Disclaimer of Warranties and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AWTI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY OF DATA, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY

ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE. (b) AWTI MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR CONTENT WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (c) ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AWTI OR THROUGH OR FROM THE SERVICES OR CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS WEB SITE USER AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AWTI SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES OR CONTENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR CONTENT USED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH OR FROM THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) FROM ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES, OR (f) ANY OTHER MATTER RELATING TO THE SERVICES, THE CONTENT, OR THE NORTHERNKENTUCKYSPORTS.COM WEB SITE, EVEN IF AWTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

12. Dispute Resolution

Any claim or controversy arising out of or relating to this User Agreement that is not resolved by you and AWTI directly shall be settled by mediation and, if mediation is unsuccessful, by binding arbitration. The mediation and arbitration shall take place in Kenton County, Kentucky, and shall be administered in accordance with the American Arbitration Association Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, by mediator(s) and arbitrator(s) mutually selected by you and AWTI in accordance with such rules.

13. Miscellaneous

You may not assign or otherwise transfer this Web Site User Agreement or any rights or obligations under this Web Site User Agreement to any third party without the prior written consent of AWTI. The failure of either party to act upon any right, remedy, or breach of this Web Site User Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by the waiving party. Neither party shall be liable for any delay in or failure of performance resulting from any cause or condition beyond its reasonable control, whether foreseeable or not, including vandalism that disrupts or corrupts the NorthernKentuckySports.com Web site or the Services. The provisions of this Web Site User Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated. This Web Site User Agreement and any claim arising out of this Web Site User Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles. This Web Site User Agreement constitutes the entire agreement and understanding between the parties relating to the object and scope of this Web Site User Agreement. Any representation, statement, or warranty not expressly contained in this Web Site User Agreement, shall not be enforceable by the parties.

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