



Future Phenom FLAG - Terms & Conditions

Train & Play Sports, LLC, d/b/a Future Phenom FLAG (“**FP FLAG**”), and FP FLAG’s affiliates and subsidiaries, including without limitation Elite Sports Marketing Inc. and Future Phenom Football (together with Train & Play Sports, collectively, “**FP FLAG**”) welcomes you to <https://www.futurephenomflag.com> (the “**Website**”). The following terms and conditions (the “**Terms and Conditions**”), including the

Privacy Policy

The Refund Policy

The Force Majeure Policy

The Falsifying Information Policy

The Weather Policy

The Jersey, Flag, Jersey Lettering, and Merchandise Policy

The Parent Code of Conduct

Concussion Awareness

and all rules, regulations, standards, codes of conduct, policies, procedures, and other documents, amendments, supplements or directions located on the Website and at the above links or provided from time to time by FP FLAG (collectively, the “**FP FLAG Rules**”) all of which are incorporated by reference, govern your (i) access to and use of the Website, and (ii) registration with, or participation in, any services offered by FP FLAG (collectively, “**Services**”), including your registration with, or your child/ward’s participation in, any youth flag football leagues, camps and tournaments of FP FLAG. FP FLAG may revise these Terms and Conditions, including any FP FLAG Rules, at any time, without notice to you, such changes to be effective immediately upon posting on the Website. If you do not agree to these Terms and Conditions, which include the Privacy Policy, the Refund Policy, the Force Majeure Policy, the Falsifying Information Policy, the Weather Policy, the Jersey, Flag, Jersey Lettering, and Merchandise Policy, the Parent Code of Conduct and any other FP FLAG Rules, you are not granted permission to access or use this Website or the Services and must exit immediately.

BY ACCESSING, VIEWING, OR USING THIS WEBSITE OR RECEIVING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS AND CONDITIONS, INCLUDING ALL FP FLAG RULES, INCLUDING THE PRIVACY POLICY, THE REFUND POLICY, THE FORCE MAJEURE POLICY, THE FALSIFYING INFORMATION POLICY, THE WEATHER POLICY, THE JERSEY, FLAG, JERSEY LETTERING, AND MERCHANDISE POLICY, THE PARENT CODE OF CONDUCT AND ALL OTHER FP FLAG RULES (ALL OF WHICH IS INCORPORATED BY REFERENCE HEREIN), AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS WEBSITE OR RECEIVE THE SERVICES. You agree that these Terms and Conditions, combined with your act of using the Website or receiving the Services, has the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature. You further agree that you shall not challenge the validity, enforceability, or admissibility of these Terms and Conditions on the grounds that it was electronically transmitted or authorized.

As described further in the Privacy Policy, the Website is offered and available to users who are 13 years of age or older. FP FLAG does not knowingly market to children under the age of 13. By using the Website or receiving the Services, you represent and warrant that you meet the foregoing eligibility requirement. If you do not meet this requirement, you must not access or use this Website.

LIMITED LICENSE

You may access and view the content on the Website on your computer or other device. Unless otherwise specifically indicated in these Terms and Conditions, use of the Website and the products or services offered on or through the Website are only for your personal, non-commercial use.

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s between you and FP FLAG, FP FLAG (or its affiliates, subsidiaries, providers, or third party licensors, as applicable) owns, solely or exclusively, all rights, title and interest, worldwide, in and to the Website, all data, content, graphics, artwork, images, photographs, code, audio clips, video clips, software and other material on, in or made available through the Website (the “**Website Material**”), as well as the look and feel, design, selection, coordination, arrangement, and organization of the Website Material (together with the Website Material, the “**Website Proprietary Content**”), including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights and other intellectual property and proprietary rights therein. Under no circumstances will you have any rights of any kind in or to the Website or the Website Proprietary Contents, other than the right to view or use the Website in accordance with these Terms and Conditions. The entire contents of this Website are protected by U.S. and international copyright and trademark laws. Except as provided herein, FP FLAG does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information. Reliance on any information provided by FP FLAG, FP FLAG employees, or others appearing on the Website at the invitation of **FP FLAG**, or other visitors to the Website is solely at your own risk.

To the extent applicable, all comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to FP FLAG on or by the Website or otherwise disclosed, submitted or offered in connection with your use of the Website (collectively, “**Submissions**”) shall be and remain FP FLAG’s property. Such disclosure, submission or offer of any Submission shall constitute an assignment to FP FLAG of all worldwide right, title and interest in all copyrights and other intellectual properties in the Submission meaning FP FLAG shall be free to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Website (such as bulletin boards, forums, and newsgroups) or by e-mail to trainandplaysports@gmail.com. FP FLAG is and shall be under no obligation (i) to maintain any Submissions in confidence; (ii) to pay to any user any compensation for any Submissions; or (iii) to respond to any user Submissions. You agree that none of the Submissions submitted by you to the Website will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that none of the Submissions submitted by you to the Website will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Submissions made by you. You also grant to the Website the right to use your name in connection with any of your publicly submitted Submissions on or through the Website for its advertising, marketing and promotional purposes. You agree that you shall have no recourse against FP FLAG or the Website for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions on, to, or through the Website.

Without limiting the generality of the foregoing, FP FLAG shall have the right to:

- Remove or refuse to post any Submissions for any or no reason in its sole discretion;

- Take any action with respect to any Submissions that FP FLAG deems necessary or appropriate in its sole discretion, including if FP FLAG believes that such Submission violates these Terms and Conditions, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for FP FLAG;
 - Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
 - Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and/or
 - Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions,
- Without limiting the foregoing, FP FLAG has the right to fully cooperate with any law enforcement authorities or court order requesting or directing FP FLAG to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS FP FLAG AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

PROHIBITED USES

All users who access, view or otherwise use the Website agree not to do any of the following:

- i. Submit, transmit, post or publicly display material or information which is (1) incomplete, false, inaccurate; (2) indecent, hateful, discriminatory or inflammatory, which will infringe any person's intellectual property rights or confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; or (3) misleading, deceptive, defamatory, obscene, sexually explicit, threatening, abusive, harassing or menacing, harms minors in any way, or promotes illegal or harmful activities, products or substances, or breaches any applicable local, national or international law or regulation;
- ii. Use the website for any purpose related to marketing, solicitation, or commercial exploitation of any image or other website Material express prior consent with FP FLAG, including any commercialized reproduction, distribution, publishing, or creation of derivative works, which is strictly prohibited;
- iii. Use the website to copy, publish or send mass mailings or spam;
- iv. To interfere in any way with the Website's or attempting to use the Website's services to gain unauthorized access to another computer system.
- v. Access, tamper with, or use non-public areas of FP FLAG's services, FP FLAG's computer systems, or the technical delivery systems of FP FLAG's service providers;
- vi. Interfere with the normal operations of the Website or other user's access the Website, including transmitting any virus or harmful code, flooding the Website with excessive requests or traffic, or taking any other action that creates (in FP FLAG's sole estimation) an unreasonable or disproportionately large load on FP FLAG 's servers r systems;
- vii. Use any robot or any automatic or manual process to monitor or extract data from the Website

without FP FLAG 's express prior written permission;

viii. Use any meta-tags or other hidden text or metadata containing any FP FLAG trademark, service mark, product name, or URL without FP FLAG 's express prior written permission;

ix. Breach, disable or circumvent any security or authentication measure on or in connection with the Website;

x. Use any trademarks, service mark, product name, logo, trade dress, or design that is in a way confusingly similar to any FP FLAG trademark, service mark, product name, or logo, or to the look and feel of the Website; or

xi. Remove, conceal, modify or tamper with any copyright, trademark, or other proprietary marking or notice, or any digital watermark or other technical measure used to indicate the source ownership of any image or other Website Proprietary Content. FP FLAG will have the right to investigate and prosecute violations of any of the foregoing to the fullest extent of the law.

FP FLAG cannot review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, to the fullest extent permitted by applicable law, FP FLAG assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

DISCLAIMER OF WARRANTY

You expressly agree that use of this Website or participation in the Services is at your sole risk. Neither FP FLAG, its affiliates or subsidiaries, nor any of their respective members, managers, officers, directors, employees, agents, third-party content or service providers, suppliers, contractors or licensors (collectively, "**Providers**"), or the like, warrant that this Website or the Services will be uninterrupted or error-free or injury-free; nor do they make any warranty as to the results that may be obtained from the use of this Website or receipt of the Services, or as to the accuracy, completeness, reliability, security, or currency of the Website Material, content, products, or services on this Website.

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INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **FP FLAG** and **FP FLAG**'s Providers from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the Website, receipt of the Services, violation of these Terms and Conditions, violation of any law or regulation, or violation of any proprietary or privacy right.

CHANGES

FP FLAG reserves the right to change, modify, add, remove or discontinue any and all of the Website Materials or the Website or the Services in whole or part, temporarily or permanently, with or without notice, for any reason or no reason, at any time in **FP FLAG**'s sole discretion. **FP FLAG** will not be liable to you or any third party for any damages or losses of any kind resulting directly or indirectly from any changes made by **FP FLAG** to the Website or any of the Website Materials or the Services.

FP FLAG may revise these Terms and Conditions at any time and you agree to be bound by the revised Terms and Conditions. Any such modifications will become effective on the date they are first posted to this Website. It is your responsibility to return to these Terms and Conditions from time to time to review the most current version. **FP FLAG** does not and will not assume any obligation to notify you of changes to these Terms and Conditions.

By continuing to use the Website or receive the Services after any changes to the Website, Website Materials, or these Terms and Conditions, you agree to such changes and/or the updated Terms and Conditions. If you do not agree to any changes made by **FP FLAG** to the Website, Website Materials, or these Terms and Conditions, you will no longer be permitted to use the Website or receive the Services.

LIMITATIONS ON CLAIMS

Any cause of action you may have with respect to your use of this Website or receipt of the Services must be commenced within six (6) months after the claim or cause of action arises.

TERM AND TERMINATION

Without limiting its other remedies, **FP FLAG** may immediately discontinue, suspend, terminate, or block your and any user's access to this Website or receipt of the Services at any time in **FP FLAG**'s sole discretion.

CONTROLLING LAW AND INTERNATIONAL USERS

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions. **FP FLAG** makes no representation that the materials are appropriate or available for use outside the United States. Access to the Website or Website Materials or receipt of the Services may not be legal by certain persons or in certain countries. If you access this Website or receive the Services from

outside the United States, you do so at your own risk and will be responsible for compliance with all local laws in your jurisdiction. You agree to comply with all laws and regulations applicable to your use of this Website or receipt of the Services.

ARBITRATION

(READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS) ANY DISPUTE, CLAIM, QUESTION, CONTROVERSY OR DIFFERENCE RESULTING FROM THE USE OF THIS WEBSITE, THESE TERMS AND CONDITIONS OR THE RECEIPT OF SERVICES, INCLUDING, BUT NOT LIMITED TO, PERFORMANCE, TERMINATION, CANCELLATION, VALIDITY OF THESE TERMS AND CONDITIONS, OR ENFORCEMENT OF THESE TERMS AND CONDITIONS, SHALL BE REFERRED TO AND FINALLY RESOLVED BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO THE RULES OF AAA. IN THE EVENT OF A DISPUTE, A USER OF THE WEBSITE AND/OR SERVICES MAY DELIVER A NOTICE TO **FP FLAG** THAT USER INTENDS TO SUBMIT SUCH DISPUTE TO ARBITRATION TO trainandplaysports@gmail.com (“**ARBITRATION NOTICE**”). THE ARBITRATION NOTICE MUCH SET OUT THE BASIS FOR THE DISPUTE AND REASONABLE DETAILS TO SUPPORT THE EXISTENCE OF A DISPUTE.

WITHIN TEN (10) DAYS OF **FP FLAG**'S RECEIPT OF THE ARBITRATION NOTICE, THE PARTIES TO THE DISPUTE SHALL ATTEMPT TO APPOINT A MUTUALLY ACCEPTABLE ARBITRATOR. IF THE PARTIES ARE UNABLE TO AGREE ON AN ARBITRATOR, THEN EACH PARTY SHALL EACH CHOOSE AN ARBITRATOR FROM A LIST PROVIDED BY THE AAA. THE TWO ARBITRATORS SO SELECTED SHALL THEN SELECT A THIRD ARBITRATOR MUTUALLY SATISFACTORY TO THEM FROM THE LIST PROVIDED BY THE AAA. THE SINGLE ARBITRATOR SO SELECTED BY THE AFORESAID PROCEDURE SHALL HEAR THE DISPUTE AND DECIDE IT.

THE ARBITRATION TRIBUNAL SHALL CONSIST OF A SINGLE ARBITRATOR. THE ARBITRATION PROCEEDINGS SHALL BE HELD AT THE OFFICE OF THE AAA CLOSEST TO **FP FLAG**'S PRINCIPAL EXECUTIVE OFFICE IN OAKLAND COUNTY, STATE OF MICHIGAN ON THE DATE OF THE ARBITRATION NOTICE, OR SUCH OTHER PLACE MUTUALLY AGREED BY THE PARTIES AND ARBITRATOR. ALL DISPUTES REFERRED TO ARBITRATION (INCLUDING THE SCOPE OF THE AGREEMENT TO ARBITRATE AND CONFLICT OF LAWS DISPUTES) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. THE PARTIES SHALL BE ENTITLED TO DISCOVERY IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE.

EACH PARTY SHALL INITIALLY BEAR AN EQUAL PORTION OF THE ADMINISTRATIVE COSTS OF ARBITRATION, INCLUDING ARBITRATOR'S FEES. HOWEVER, AT THE CONCLUSION OF THE ARBITRATION PROCEEDINGS, AND AS PART OF THE ARBITRATION AWARD, IN ADDITION TO ANY OTHER DETERMINATIONS AUTHORIZED BY THIS AGREEMENT, THE ARBITRATOR SHALL HAVE THE JURISDICTION TO AWARD THE COSTS OF THE ARBITRATION, INCLUDING HIS OR HER OWN FEES AND EXPENSES AND THE FEES AND EXPENSES OF EACH PARTY TO THE DISPUTE IN PREPARING THEIR CASE, AND TO DIRECT THE PAYMENT OF INTEREST IN RESPECT OF ANY AWARD AT SUCH RATE AND FROM SUCH DATE AS HE OR SHE DEEMS APPROPRIATE. THE ARBITRATION AWARD SHALL BE MADE IN WRITING WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THE DISPUTE WAS REFERRED TO SUCH ARBITRATOR. EVERY AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, NOT SUBJECT TO APPEAL. THE PARTIES IRREVOCABLY SUBMIT TO PERSONAL JURISDICTION OF THE STATE COURT AND THE FEDERAL COURT HAVING JURISDICTION OVER OAKLAND COUNTY, STATE OF MICHIGAN, IN ANY ACTION OR OTHER LEGAL PROCEEDING TO ENFORCE ANY AWARD MADE BY THE ARBITRATOR. THE ARBITRATOR'S AWARD MAY BE CONFIRMED AND ENTERED AS A FINAL JUDGMENT IN THE COURTS AND ENFORCED IN ACCORDANCE WITH THE ARBITRATION STATUTES OF THE STATE OF MICHIGAN.

THE ARBITRATION SHALL BE KEPT CONFIDENTIAL AND THE EXISTENCE OF THE PROCEEDING AND ANY ELEMENT OF IT (INCLUDING ANY PLEADINGS, BRIEFS OR OTHER DOCUMENTS SUBMITTED OR EXCHANGED, ANY TESTIMONY OR OTHER ORAL SUBMISSIONS AND ANY AWARDS) SHALL NOT BE DISCLOSED BEYOND THE ARBITRATOR, THE PARTIES, THEIR LEGAL COUNSEL, EXPERTS AND CONSULTANTS AND ANY PERSON NECESSARY TO CONDUCTING THE PROCEEDING EXCEPT AS MAY LAWFULLY BE REQUIRED IN JUDICIAL PROCEEDINGS RELATING TO THE ARBITRATION.

COLLECTIVE, CLASS, & REPRESENTATIVE ACTION WAIVER

(READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS)

YOU IRREVOCABLY WAIVE: (i) ALL RIGHT TO FILE A COLLECTIVE, CLASS, OR REPRESENTATIVE ACTION SUIT OR ARBITRATION AGAINST **FP FLAG**; (ii) ALL RIGHT TO BE APPOINTED A CLASS PLAINTIFF OR REPRESENTATIVE IN ANY COLLECTIVE, CLASS OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST **FP FLAG**; (iii) ALL RIGHT TO BE INCLUDED AS A CLASS MEMBER IN ANY COLLECTIVE, CLASS, OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST **FP FLAG**. YOU SPECIFICALLY AND EXPRESSLY AGREE THAT ANY AND ALL CLAIMS BY YOU AGAINST **FP FLAG** IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) WILL BE RESOLVED ON AN INDIVIDUAL BASIS.

WAIVER OF TRIAL BY JURY OR JURY

(READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS)

YOU IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JUDGE OR JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE OR RECEIPT OF THE SERVICES OR THE ACTIONS OF **FP FLAG** IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF AND THEREOF. ALL DISPUTES MUST BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION PROVISION ABOVE.

PRIVACY POLICY

Click [here](#) to access our Privacy Policy governing the use of information that **FP FLAG** obtains from you through your use of this Website.

ENTIRE AGREEMENT

These Terms and Conditions, including the **FP FLAG** Rules that have been expressly incorporated by reference herein, constitute the entire agreement between **FP FLAG** and you with respect to this Website and the Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and **FP FLAG** with respect to this Website and the Services. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, of these Terms and Conditions to be unenforceable, that provision, or portion thereof, shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, waiver, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from **FP FLAG** solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent or waiver will be legally binding and enforceable and the legal equivalent of your handwritten signature.

SURVIVAL

The following provisions shall survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Proprietary Rights and Ownership; Disclaimer of Warranty; Limitation of Liability; Limitations on Claims; Links and Disclaimers; Indemnification; Controlling Law, and International Users; Changes; Arbitration; Collective, Class and Representative Action and Arbitration Waiver; Waiver of Trial by Judge or Jury; Refund Policy; Entire Agreement; Electronic Communications and Electronic Signatures; and Survival.

Effective: August 1, 2021