

## TERMS AND CONDITIONS OF USE

**Effective: August 7, 2018**

**Last modified: August 7, 2018**

### INTRODUCTION

Welcome to the website of Invictus FC, LLC (“**Invictus FC**,” “**Company**,” “**our**,” “**we**,” or “**us**”). The following terms and conditions (“Terms and Conditions of Use”) govern your access to and use of our websites located at [www.invictusfc.com](http://www.invictusfc.com), and any subdomains of the same (collectively the “**Website**”), including any content, functionality, products and services offered on or through the Website.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website you accept and agree to be bound and abide by these Terms and Conditions of Use and our Privacy Policy, found at [www.invictusfc.com/privacy](http://www.invictusfc.com/privacy). If you do not agree to these Terms and Conditions of Use or the Privacy Policy, you must not access and/or use the Website.

If your access and/or use of the Website is prohibited or restricted in any way by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside, or if, for any reason and at any time, you do not agree with all of the terms and conditions contained in these Terms and Conditions of Use, please discontinue using the Website immediately. BY USING THE WEBSITE: (I) YOU CERTIFY THAT YOU ARE AT LEAST 13 YEARS OF AGE OR HAVE A PARENT OR GUARDIAN’S PERMISSION FOR YOUR USE OF THE WEBSITE AND (II) YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, OR ANY SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, IS TO STOP USING THE WEBSITE AND/OR THOSE PARTICULAR SERVICES OR CONTENT. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE WEBSITE.

When we use the term “Agreement” we mean and are referring to these Terms and Conditions of Use, as well as any additional terms and conditions that apply to and govern your use of the features, functions, products and services we make available to you from time to time through the Website. These Terms and Conditions of Use and our use of the term “Agreement” also includes our Privacy Policy, which is hereby incorporated into our Agreement with you by this reference and this Agreement will remain in full force and effect as long as you are a user of the Website, even if your use of or participation in any particular service, feature, or function terminates, expires, ceases, is suspended or deactivated for any reason. In addition, when using particular services or materials on this site, as may be applicable, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and

conditions in addition to those in these Terms and Conditions of Use. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions of Use.

## **GENERAL USE OF THE WEBSITE**

The Website is generally available to users in the general public without registration, and you may visit and browse the Website without charge or obligation; provided, however, we reserve the right in our sole discretion to make changes, limit, discontinue, or restrict any portion of the Website at any time and from time to time, without notice to you. Further, we reserve the right to withdraw or amend any service, product or material we provide on or through the Website, in our sole discretion without notice. **YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IF FOR ANY REASON ALL OR ANY PART OF THE WEBSITE IS UNAVAILABLE OR INTERRUPTED AT ANY TIME OR FOR ANY PERIOD.**

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on or through the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, as may be applicable, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a user name, password, or any other piece of information as part of a security procedure on the Website (as may be applicable), you are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We reserve the right to immediately terminate your account (as may be applicable) in the event of any unauthorized transfer or sharing thereof

## **CONDUCT ON WEBSITE**

Your use of the Website is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the Website. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Website, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third-party users of the site, as may be applicable. We generally do not prescreen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, review pages, newsgroups, software libraries, or other interactive services that may be available on or through this Website. However, we and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms and Conditions of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "User's Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Website (as may be allowed and applicable) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account (as may be applicable) to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Website may be available to you or other authorized users of the Website. You shall not interfere with anyone else's use and enjoyment of the Website or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership (as may be applicable) without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **MODIFICATIONS**

These Terms and Conditions of Use are effective as of the Effective Date noted above. We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change any of the terms, with or without notice. These changes become effective immediately, the Last Modified Date being noted above, and if you use the Website after the changes become effective it will signify your agreement to be bound by the changes. You acknowledge and agree that it is your responsibility to review the Website and these Terms and Conditions of Use periodically and to be aware of any modifications or revisions. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us. Notwithstanding the foregoing, any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **OWNERSHIP AND PROPRIETARY RIGHTS**

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We do not warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties.

## **ACCURACY OF INFORMATION**

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## **HYPERLINKS TO THIRD PARTY WEBSITES**

This Website may link you to other websites on the Internet or otherwise include references to information, documents, software, videos, materials and/or services provided by other parties. These websites may contain information or material that some people may find inappropriate or offensive. These other websites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply or constitute an endorsement of, or association with, the website or party by us, or any warranty of any kind, either express or implied, and does not incur any obligation, responsibility or liability on the part of Invictus FC or any of its affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for, any such third party websites, their business practices (including their terms of use and privacy policies), or any goods or services associated with or obtained in connection with any such website in any manner. Your use of such third party websites is at your own risk. If any third party website obtains or collects personally identifiable information from you, in no event shall we assume or

have any responsibility or liability. Please read our Privacy Policy, which describes how Invictus FC collects and uses your personally identifiable information.

## **USER'S MATERIALS**

Subject to our Privacy Policy, any communication or material that you transmit to or through this Website or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this Website believes its copyright, trademark, or other property rights have been infringed by a posting on this site, as may be applicable, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Designated Agent for Claimed Infringement:

Paul S. Mairs  
Invictus FC, LLC  
7780 Braniff Circle  
Cicero, NY 13039

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FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD-PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.



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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FURTHER, SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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Although the Website may be accessible worldwide, we make no representation that any aspect or functionality thereof or materials thereon are lawful, appropriate or available for use in locations outside the United States of America, and accessing them from territories where its content is illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with all local laws and regulations. Any offer for any product, service, and/or information made in connection with the Website is void where prohibited.

### **INDEMNIFICATION**

You agree to indemnify, defend, and hold Invictus FC and any of their affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and service providers, harmless from any liability, loss, claim, and expense, including reasonable attorneys' fees, related to your violation of this Agreement or use or misuse of the Website. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **USE OF INFORMATION**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **TERMINATION OF USE**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Website immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Website (as may be applicable). We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Each section in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, as well as your liability for any unpaid fees (as may be applicable), shall survive any such termination.

## **MISCELLANEOUS TERMS**

Without limitation, this Agreement and our Privacy Policy contain the entire understanding and agreement between you and Invictus FC and supersedes any and all prior, inconsistent or other understandings relating to the Website and your use of the Website. This Agreement cannot be modified, changed or terminated, except as specifically described herein. Invictus FC may terminate this Agreement at any time, with or without notice, and for any reason.

You may not assign your rights and obligations under these Terms and Conditions of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms and Conditions of Use.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and/or services available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

The failure of Invictus FC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Invictus FC must be in writing and signed by an authorized representative of Invictus FC.

Nothing contained in this Agreement or your use of the Website shall be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions herein and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Website, regardless of form or the

basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Website shall be governed by, construed and enforced in accordance with the substantive laws of the State of New York applicable to contracts made, executed and wholly performed in that State, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the applicable State and Federal Courts situated in the Northern District of New York and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise; provided, however, that notwithstanding the foregoing, you agree that Invictus FC has the sole right and discretion to commence and prosecute an action against you in connection with this Agreement, in your home jurisdiction.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@invictusfc.com](mailto:info@invictusfc.com).

Thank you for visiting the Website.