

TERMS OF USE

Date of Last Revision: March 31, 2015.

IMPORTANT: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THIS WEBSITE OR ANY OF THE SERVICES, CONTENT, FEATURES AND FUNCTIONALITY AVAILABLE THROUGH IT. BY USING THIS WEBSITE AND/OR ANY OF THE AVAILABLE SERVICES, CONTENT, FEATURES OR FUNCTIONALITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO CONSENT TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT AND AGREE TO ALL OF THESE TERMS AND CONDITIONS. PLEASE PRINT AND KEEP A PAPER COPY AND/OR RETAIN AN ELECTRONIC COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

Kids Sports Entertainment, Inc. d/b/a The Whistle (“Whistle Sports”) and its affiliates operate this website (<http://whistlesports.com/>), and any and all Whistle Sports owned and/or operated social media accounts, channels and/or platforms, including without limitation, YouTube, Twitter, Instagram, Facebook, Snapchat and Vine (collectively, the “Site”), and the services related to or offered on the Site (hereinafter, the “Services”). Whistle Sports’ Services may include, without limitation, tools, applications, email services, bulletin and message boards, chat areas, news groups, forums, communities, calendars, and downloadable mobile applications related to the Site or provided through the Site. These Terms of Use (“TOU”) govern your use of the Site and Services that are provided by Whistle Sports. Please read this agreement carefully before accessing or using the Site or any of the Services. Each time you access or use the Site or Services, you agree to be bound by these TOU. If you do not agree to be bound by all of these TOU, you may not access or use the Site or Services. In addition, certain areas of the Site or Services may be subject to additional terms of use that Whistle Sports makes available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these TOU, the additional terms will control. Whistle Sports reserves the right to amend this TOU at any time and without notice. If Whistle Sports does this, Whistle Sports will post an updated TOU and indicate at the top the date the TOU was last revised. Your continued use of the Site and/or Services after any such posting constitutes your acceptance of the new TOU. If you do not agree to these terms and conditions or any future terms and conditions, do not use or access (or continue to access) the Site and/or Service. This Agreement applies to all visitors, users, and others who access the Site and/or Service.

1. User Obligations.

You agree to abide by all applicable local, state, national, and international laws and regulations, including U.S. export and re-export control and economic sanction laws and regulations, with respect to your use of the Site and Services. You also acknowledge and agree that your use of the

Internet and access to the Site is solely at your own risk. You should also understand that the confidentiality of any communication or material transmitted to/from the Site over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Whistle Sports is not responsible for the security of any information transmitted to or from the Site. Whistle Sports reserves the right to prohibit or terminate use of or access to the Site at any time, without notice, for any reason whatsoever.

2. License Grant.

This TOU provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Site conditioned on your continued compliance with these TOU. You may print and download materials and information from the Site solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information.

3. Prohibited Activities.

The Site and the Services are not intended for children under the age of 13 and children under 13 should not use the Site or the Services. You acknowledge and agree that the Site and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and are the sole property of Whistle Sports, or its content providers. Unless otherwise specified in writing, the Services are for your personal and non-commercial use. In connection with your use of the Site and/or the Services, you acknowledge and agree that you will not: (i) copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through the Site or the Services; (ii) access the Site or Services by any means other than through the standard industry-accepted or Whistle Sports-provided interfaces; (iii) post or transmit any material that contains a virus or corrupted data; (iv) delete any author attributions, legal notices or proprietary designations or labels; (v) violate any applicable local, state, national or international law, rule or regulation or use the Site and/or the Services for any purpose that is prohibited by these TOU; (vi) manipulate or otherwise display the Site and/or the Services by using framing or similar navigational technology; (vii) register, subscribe or unsubscribe any party for any Whistle Sports product or service if you are not expressly authorized by such party to do so; (viii) use the Site or the Services in any manner that could damage, disable, overburden or impair Whistle Sports' servers or networks, or interfere with any other user's use and enjoyment of the Site and/or the Services; (ix) gain or attempt to gain unauthorized access to any of the Site, Services, accounts, computer systems or networks connected to Whistle Sports through hacking, password mining or any other means; (x) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or the Services or harvest or otherwise collect information about other users without their consent; and (xi) use the Site in any manner that could damage, disparage, or otherwise negatively impact Whistle Sports or its parent companies, affiliates and/or subsidiaries. In addition, you agree to comply with Whistle Sports' Posting Guidelines below. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COPYING OR REPRODUCING ANY SERVICES, PROGRAMS, PRODUCTS, INFORMATION OR MATERIALS PROVIDED BY WHISTLE SPORTS TO ANY OTHER

SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

4. Message Boards, Chat Rooms, Submissions and Posting Guidelines.

Whistle Sports hosts message boards, chats and other public forums on its Site and through the Services. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers of the Site. These are public forums and any information that you post on the Site or through the Services may be seen by anyone on the Internet. Any user will have the ability to edit or delete their own posts after posting. When posting information on the Site or through the Services, use good taste when discussing sensitive topics. Both users and moderators are required to treat others with respect and honesty. Be fair and informative. Post honest and valuable information and don't post rumors or negative opinions that are not supported by facts.

In addition to the prohibited activities described above, when posting information and media on the Site or through the Services you must not:

- Post anything that interferes with or disrupts the Site or the operation thereof, including files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network or the Site;
- Post statements or materials that are libelous or defame, harass, abuse, stalk, threaten, intimidate or in any way infringe on the rights of others;
- Post statements or materials that violate other contractual or fiduciary rights, duties or agreements;
- Post or upload personal information, pictures, videos or any other media of another person without their express permission;
- Delete or revise any material posted by any other person or entity;
- Post statements or materials that are bigoted, hateful, racially offensive, vulgar, obscene, pornographic, profane, or otherwise objectionable, including language or images that typically would not be considered socially or professionally responsible or appropriate in person;
- Post statements or materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- Post statements or materials that in any way harm minors;
- Post statements or materials that impersonate any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of Whistle Sports;
- Post statements or materials that misrepresent your affiliation with any entity and/or Whistle Sports;
- Post anything that violates the privacy or publicity rights of any other person, including, without limitation, posting any personal identifying information of another individual, including, without limitation, addresses, phone numbers, email addresses, Social Security

numbers, credit card numbers or any trade secrets or information for which you have any obligation of confidentiality;

- Post statements or materials that constitute junk mail, spam or unauthorized advertising or promotional materials, including, without limitation, links to commercial products or services or any political campaigning;
- Post material that in the sole judgment of Whistle Sports is objectionable or restricts or inhibits any person or entity from using or enjoying any interactive features or other portions of the Site, or which may expose Whistle Sports or its users to harm or liability of any nature; or
- Post material that infringes, or that may infringe, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available, without the express permission of the owner of the copyright, trademark or other proprietary right. Whistle Sports does not have any express burden of responsibility to provide any user with indications, markings or anything else that may aid any user in determining whether the material in question is copyrighted or trademarked. Users shall be solely liable for any damage resulting for infringements of copyrights, trademarks, proprietary rights or any other harm resulting from such submission.

Any user failing to comply with these guidelines may be expelled from and refused continued access to the message boards, chats or other public forums in the future. Whistle Sports or its designated agents may remove or alter any user-created content at any time for any reason. Materials posted and/or uploaded to the various public forums may be subject to size and usage limitations. You are responsible for adhering to such limitations. Whistle Sports expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor is Whistle Sports responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will Whistle Sports, or its licensors, affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Whistle Sports, its licensors or any of their subsidiaries or affiliates. Whistle Sports and its licensors have no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums. However, you acknowledge and agree that Whistle Sports reserves the right to monitor the same at its sole discretion. Whistle Sports reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect itself, its clients, sponsors, users and visitors. In addition, Whistle Sports reserves the right to contact users to inform them of policies, hide users' posts or delete users' accounts without warning or notice in advance, for any reason, including but not limited to the violation of these terms.

Solicited submissions: From time to time, Whistle Sports may invite you to submit to Whistle Sports audio and/or video material for inclusion on the Site and/or Service and/or other activities promoted by Whistle Sports on the Site and/or Service, or enter certain contests Whistle Sports

may sponsor, or submit comments and/or ideas to Whistle Sports (“Submissions”). You may only submit these Submissions to Whistle Sports when specifically invited to do so by Whistle Sports. These solicited Submissions may be subject to further terms, conditions and restrictions. Submissions for the Site and/or Service provided through third party websites are also subject to specific terms, conditions and restrictions. If Whistle Sports does request that you send Whistle Sports Submissions, these Submissions will be deemed User Content (defined below). By submitting any Submission, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Whistle Sports under any fiduciary or other obligation, that Whistle Sports is free to disclose the Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation to you. You acknowledge that, by acceptance of your Submission, Whistle Sports do not waive any rights to use similar or related ideas previously known to Whistle Sports, or developed by its employees, or obtained from sources other than you.

IN CONNECTION WITH YOUR PARTICIPATION IN ANY SUBMISSIONS, YOU MAY HAVE VOLUNTEERED TO PARTICIPATE IN ONE OR MORE ACTIVITIES THAT MAY BE STRENUOUS, PHYSICAL, DANGEROUS OR HAZARDOUS, INCLUDING, BUT NOT LIMITED TO, ANY ATHLETIC ACTIVITIES AND/OR VARIATIONS THEREOF (“DANGEROUS ACTIVITIES”). YOU VOLUNTARILY ASSUME ANY AND ALL RISKS, KNOWN OR UNKNOWN, ASSOCIATED WITH SUCH DANGEROUS ACTIVITIES BEFORE, DURING AND/OR AFTER THE FILMING AND/OR RECORDING OF AND/OR YOUR PARTICIPATION IN SUCH ACTIVITIES, INCLUDING, WITHOUT LIMITATION, EMOTIONAL DISTRESS, PHYSICAL INJURY OR DEATH. YOU ARE VOLUNTARILY PARTICIPATING IN THESE DANGEROUS ACTIVITIES WITH FULL AND COMPLETE KNOWLEDGE OF THE POTENTIAL DANGER INVOLVED. YOU HEREBY ACKNOWLEDGE THAT WHISTLE SPORTS SHALL NOT HAVE ANY LEGAL OBLIGATION TO YOU IN RESPECT OF ANY LOSS OR INJURY SUFFERED AS A RESULT OF YOUR UNDERTAKING ANY SUCH DANGEROUS ACTIVITIES IN CONNECTION WITH YOUR PARTICIPATION IN ANY SUBMISSION. IF YOU BELIEVE THAT THE ONE OR MORE OF THE DANGEROUS ACTIVITIES AND/OR ANY PART OF THE DANGEROUS ACTIVITIES IS UNSAFE OR BEYOND YOUR CAPABILITIES, THEN YOU SHALL HAVE THE RIGHT TO DECLINE TO UNDERTAKE ANY SUCH DANGEROUS ACTIVITIES.

Unsolicited submissions: Other than those Whistle Sports specifically requests, Whistle Sports does not accept or consider unsolicited creative materials, ideas or suggestions either via the website, email or other means. This is to avoid any misunderstandings if your ideas are similar to those Whistle Sports has developed or obtained independently.

By sending or transmitting to Whistle Sports content, images, video, audio files, creative suggestions, ideas, notes, concepts, information or other materials (collectively, “User Content”), or by posting such User Content on the Site, you hereby grant to Whistle Sports and its designees a worldwide, non-exclusive, sublicenseable, assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, modify, create derivative works of, publicly perform, publicly display, digitally perform, sell, offer for sale and import such User Content in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without

compensation to you. The foregoing license to Whistle Sports shall be fully paid-up and royalty free. You represent and warrant that any person or entity named or pictured in such User Content has provided any necessary licenses, rights or authorizations to allow Whistle Sports' use of such User Content in accordance with such license. None of the User Content disclosed or posted via message boards, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution or otherwise.

5. Third Party Content.

Any opinions, advice, statements, services, advertisements, offers or other information or content expressed or made available through the Site by third parties, including information providers, are those of the respective authors or distributors and not Whistle Sports. None of Whistle Sports, its licensors or any third-party content provider guarantees the accuracy, completeness or usefulness of any content. Furthermore, none of Whistle Sports, its licensors or any third-party content provider endorses or is responsible for the accuracy or reliability of any opinion, advice or statement made on any of the Site or Services by anyone other than an authorized Whistle Sports or licensor representative while acting in his/her official capacity. You may be exposed through the Site or Services to content that violates Whistle Sports' policies, is sexually explicit or is otherwise offensive. You access the Site and Services at your own risk. Whistle Sports takes no responsibility for your exposure to third-party content on the Site or the Services. Whistle Sports and its licensors do not assume, and expressly disclaim, any obligation to obtain and include any information other than that provided to it by its third-party sources. It should be understood that Whistle Sports does not advocate the use of any product or procedure described in the Site or through the Services, nor is Whistle Sports responsible for misuse of a product or procedure due to typographical error.

6. Sweepstakes, Contests and Games.

If Whistle Sports conducts a sweepstake, contest, or game on the Site, the rules governing any of the foregoing shall be accessible through a hypertext link prominently displayed on the page where the sweepstake, contest or game may be located. By entering or participating in any of them, you agree to be subject to those rules, regulations and procedures. Please remember to read the rules carefully before participating.

7. Linking to the Site.

Whistle Sports reserves the right to disallow you to link to the Site at any time in its sole discretion. If Whistle Sports exercises such right, you agree to immediately remove and disable any and all of your links to the Site. In the absence of a written agreement with Whistle Sports specifying how you may link to the Site, use the following guidelines for adding one or more links to the Site from your website:

- The link must be a text-only link that clearly includes the URL of the applicable Site;
- If the link points to any page on a Site other than the home page, the text link must also include the title of the target-landing page;

- The appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Whistle Sports’ good name and trademarks;
- The appearance, position and other aspects of the link may not create the false impression that an entity is associated with, sponsored by, or endorsed by Whistle Sports;
- The link, when activated by a user, must display the Site full-screen and not within a “frame” on the linking website and linking may not trigger any interstitial or pop-up or pop-under windows; and
- The link may not be used in connection with or appear on a website that a reasonable person might consider offensive, obscene, defamatory or otherwise malicious.

8. Disclaimer Regarding Linked Third Party Sites.

The links on the Site and/or any of the Services will let you leave the particular Sites or Service you are accessing in order to access a linked third-party site (the “Linked Sites”). Whistle Sports provides these links as a convenience, but Whistle Sports neither controls nor endorses these Linked Sites, nor has Whistle Sports reviewed or approved the content that appears on the Linked Sites. Whistle Sports is not responsible for the legality, accuracy or appropriateness of any content, advertising, products, services or other materials on or available from any Linked Sites. You acknowledge and agree that Whistle Sports 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 the use of any of the links, content, goods or services available on or through the Linked Sites.

9. Dealings with Third Parties.

Your participation, correspondence or business dealings with any third party found on or through the Site and Services, including, without limitation, advertisers and other users, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Whistle Sports shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

10. Privacy.

Whistle Sports’ privacy policy with respect to the collection and use of your personally identifiable information is set forth at <http://whistlesports.com/policies/WhistleSportsPrivacyPolicy.pdf>, and is incorporated by reference into these TOU. BY ACCESSING THE SITES AND/OR SERVICES, YOU AGREE THAT YOU ARE ACCEPTING WHISTLE SPORTS’ PRIVACY POLICY.

11. Disclaimer of Warranties.

THE SITE AND THE SERVICES, AND ANY CONTENT, TOOLS, PRODUCTS OR SERVICES DISPLAYED, ACCESSED OR OBTAINED ON OR THROUGH THE SITE AND SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WHISTLE SPORTS, ITS LICENSORS AND THEIR AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT: (i) YOUR USE OF THE SITES AND/OR SERVICES AND ACCESS TO AND USE OF ALL OF THE TOOLS AND FEATURES THEREON WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (ii) THAT ANY INFORMATION OBTAINED THEREIN IS ACCURATE, RELIABLE OR COMPLETE; (iii) THAT DEFECTS WILL BE CORRECTED; OR (iv) THAT ANY SOFTWARE, SERVICES, SITES OR SERVER(S) ON WHICH THE SITES OR SERVICES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITES AND THE SERVICES AND ANY INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THE SITES AND SERVICES ARE ENTIRELY AT YOUR OWN RISK. WHISTLE SPORTS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PRODUCTS OR SERVICES SOLD OR ADVERTISED HEREIN OR ABOUT THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON ANY SUCH PRODUCTS OR SERVICES WITH REGARD TO THE CONTENT CONTAINED ON THE SITE OR THROUGH THE SERVICES.

12. Limitation of Liability.

NEITHER WHISTLE SPORTS NOR ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (i) THE USE OF OR INABILITY TO USE THE SITE AND/OR THE SERVICES; (ii) ANY CONTENT CONTAINED ON THE SITE AND/OR THE SERVICES; (iii) STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE SITE AND/OR THE SERVICES; (iv) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH THE SITE AND/OR SERVICES; (v) ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITE AND/OR SERVICES; (vi) ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF ANY CONTENT ON THE SITE AND/OR SERVICES; OR (vii) ANY OTHER MATTER RELATING TO THE SITE AND/OR THE SERVICES. IN NO EVENT SHALL THE TOTAL LIABILITY OF WHISTLE SPORTS OR ITS LICENSORS TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING THE SITE AND/OR ANY OF THE SERVICES. 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 above limitations and disclaimers may not apply to you. To the extent that Whistle Sports may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of Whistle Sports' liability will be the minimum permitted under such applicable law.

13. Indemnification.

You agree to indemnify, defend and hold Whistle Sports and its licensors, subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) which arise directly or indirectly out of or from (i) your breach of these TOU; (ii) any allegation that any Submission Materials infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights of a third party; and (iii) your access or use of the Site or any of the Services.

14. Copyright Policy.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by Whistle Sports infringe your copyright, you or your agent may send to Whistle Sports a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Whistle Sports actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to Whistle Sports a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Whistle Sports' Copyright Agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of where the material that you claim is infringing is located on the Site or Service reasonably sufficient to permit Whistle Sports to locate the material;
- Information reasonably sufficient to permit Whistle Sports to contact you, such as your address, telephone number and, if available, your email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Whistle Sports can be reached for notice of claims of copyright infringement or counter notices as follows: Legal Counsel, Whistle Sports, 79 Madison Ave, New York, NY 10016; E-mail for notice: agent@thewhistle.com. Whistle Sports suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

15. Jurisdictional Issues.

Whistle Sports makes no representation or warranty that the content and materials on the Site or the Services are appropriate or available for use in locations outside the United States. Those who choose to access the Site or use the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. Whistle Sports reserves the right, at any time in its sole discretion, to limit the availability and accessibility of the Site or the Services to any person, geographic area or jurisdiction Whistle Sports so desires, and to limit the quantities of any such service or products that Whistle Sports may provide.

16. Termination.

You agree that Whistle Sports, in its sole discretion, may terminate your use of the Site or Services, and remove and discard any content within the Site or Services, at any time and for any reason. You agree that any actions taken under this Section may be effective without prior notice to you.

17. Governing Law.

These TOU and the relationship between you and Whistle Sports shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. You and Whistle Sports irrevocably agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the county of New York, in the State of New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

18. Waiver and Severability.

The failure of Whistle Sports to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision. If any provision of these TOU is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed herefrom and shall not affect the validity and enforceability of any remaining provisions.

19. Successors and Assigns.

Whistle Sports may perform any of its obligations or exercise any of its rights under this TOU through one or more of its corporate affiliates (including any entity that directly or indirectly controls, is controlled by or is under common control with Whistle Sports). If Whistle Sports or its assets are acquired by another entity, that entity will assume Whistle Sports' rights and obligations as described in this TOU. You may not assign your rights or obligations under this TOU, by operation of law or otherwise, without Whistle Sports' prior written consent.

20. Updates.

Whistle Sports may modify these TOU at any time, as it deems appropriate. If you disagree with the changes to the TOU, you must discontinue your use of the Site and Services. Your continued access or use of any of the Site or Services following such notice signifies your acceptance of the modified TOU. It is your responsibility to review the TOU regularly to be aware of such modifications. Whistle Sports reserves the right to modify or discontinue the Site or Services with or without notice. Whistle Sports will not be liable to you or any third party should Whistle Sports exercise its right to modify or discontinue the Site or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgement of such changes and acceptance of the Site or Services as so modified and your use of new Services will be governed by these TOU.