

## Suns Live Subscriber Agreement

Suns Live is a video programming and streaming service (“**Suns Live Service**” or “**Service**”) that can be accessed through the [Phoenix Suns’ official website](#) (the “**Site**”), or the Phoenix Suns’ official mobile and connected TV applications (the “**Apps**”). By purchasing, accessing, or using the **Suns Live Service** offered by or through Suns Legacy Partners, L.L.C. (“**Suns**”, “we”, “us” or “our”), you accept and agree to be bound by this **Suns Live Subscriber Agreement**. If you do not agree to this **Suns Live Subscriber Agreement**, you may not use the **Suns Live Service**.

Please read this agreement carefully. The **Suns Live Subscriber Agreement** forms a legal agreement between us and you (“**you**,” with you and other users of the **Suns Live Service** referred to as “**Users**”) and applies to your use of the **Suns Live Service**. Your agreement to this **Suns Live Subscriber Agreement** also constitutes your acknowledgement of Suns’ [Privacy Policy](#). Additionally, your agreement to this **Suns Live Subscriber Agreement** constitutes your acknowledgement of The National Basketball Association (“NBA”) [Privacy Policy](#).

This **Suns Live Subscriber Agreement** incorporates The NBA [Terms of Use](#) and your agreement to this **Suns Live Subscriber Agreement** also constitutes your agreement to the NBA Terms of Use, in which you agree, without limitation, to arbitrate all disputes between you and the NBA or its affiliates which includes Suns. **This Suns Live Subscriber Agreement includes a mandatory arbitration clause and a class action waiver that affects your rights for resolving disputes with the Suns and/or the NBA and its affiliates unless you opt-out within the specified time frame as provided for below.**

We may change this **Suns Live Subscriber Agreement** and our [Privacy Policy](#) from time to time, and the NBA may change its [Terms of Use](#) and [Privacy Policy](#) from time to time. If you do not agree with any of the changes, you may cancel your subscription in accordance with the terms and instructions for cancellation below. In the event this **Suns Live Subscriber Agreement** conflicts with any provision in the NBA Terms of Use, the **Suns Live Subscriber Agreement** will control.

You understand that by signing up for **Suns Live Service**, you will receive updates, special offers, and other information from the NBA and Suns via email or in-app. You can change your communication preferences at any time from within your NBA account.

Suns has authorized NBA Digital Services US, LLC as the merchant selling the **Suns Live Service** through the Site or App. With respect to any User purchasing the **Suns Live Service** through the Site or App, NBA Digital Services US, LLC is an additional party to this **Suns Live Subscriber Agreement**, and all references to “Suns,” “Suns,” “we”, or “us” should be construed to include NBA Digital Services US, LLC.

You are responsible for all activities that occur under your account (e.g., use of **Suns Live Service** by your child/ward). The streaming videos provided by **Suns Live Service** are available only in the United States, and its territories and possessions. To create an NBA account

and/or to purchase the **Suns Live Service**, you must be (i) over the age of 18, or (ii) or over the age of 13 years with the express consent of a parent or guardian.

**1. Subscription and Auto-Renewal.** Your subscription to the **Suns Live Service** may include enrollment into an ongoing/recurring payment plan. In such event, your subscription will automatically renew at the end of the applicable billing period for your account, unless cancelled in accordance with the instructions for cancellation below. You authorize us to charge payment to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. You can turn off this auto-renewal by canceling your subscription as described below. We reserve the right to change our pricing and billing. In the event of a price change, we will attempt to notify you in advance by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the terms and instructions for cancellation below. If you do not cancel your subscription after the price change and prior to the start of your new subscription period, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. If you cancel your subscription and later purchase a new subscription, you agree that we may charge your payment method on file if you decide to restart a subscription to **Suns Live Service**.

Your subscription to the **Suns Live Service** (and any other services or events ordered or accessed via **Suns Live Service**) is for your personal and non-commercial use. When you subscribe to **Suns Live Service**, we grant you a limited, personal, revocable, non-exclusive, non-commercial, non-transferable license to privately stream the content made available to you via the **Suns Live Service** on your personal device(s). We do not allow transmission of the **Suns Live Service** (or any other services or events ordered via **Suns Live Service**) for commercial or business-related use inside of the United States of America.

You may not use the **Suns Live Service** for any other purpose nor may you transfer or otherwise permit any other person or entity to access the **Suns Live Service** using your credentials, which you acknowledge and agree are personal to you and are non-transferable. You may not publish, reproduce, rebroadcast, transmit, distribute, display, perform, edit, adapt, modify or otherwise exploit the **Suns Live Service** or any programming, events or other content available or distributed thereon under any circumstances, including but not limited to charging admission for its viewing.

You may not share content except via the sharing functionality made available in the **Suns Live Service**. You may not download any content made available via the **Suns Live Service** or circumvent or disable any content protection system or digital rights management technology used with the **Suns Live Service**; decompile, reverse engineer, disassemble or otherwise reduce the **Service** or any software or technology provided to you in connection with the **Services**, to a human-readable form; remove identification, copyright or other proprietary notices; or access or use the **Service** in an unlawful or unauthorized manner.

**2. Free Trials.** Your **Suns Live Service** subscription may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available to those who

have not previously used one for the **Suns Live Service**. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription any time before the end of your free trial. You will not receive a notice that your free trial is about to end or has ended, or that your paid subscription has begun.

**3. Subscription Options.** We may offer a number of different subscription options. We may also offer subscription bundles, which may give you the option to subscribe to Suns Live Service along with third-party products and services and plans or subscriptions with differing conditions and limitations. We may also offer one-time pay per view events other subscription options, including services and plans with differing conditions limitations or bundles. The price and the duration of the subscription you select, plus any applicable sales taxes will be indicated on the order page prior to you placing your order. Prior to placing an order, you will see the pricing, duration of all available subscription options available to you and applicable sales taxes. Once you place your order, you will receive confirmation (via email) of the price, duration of your subscription and applicable sales taxes.

You will be charged for pay per view events when purchased. You agree that we may charge your payment method on file for any such pay per view events, or third-party products or services. You also agree that with your consent given in the purchase flow, we may share your payment method on file with the NBA, for your future purchases.

YOU ARE RESPONSIBLE FOR ALL INTERNET ACCESS CHARGES. PLEASE CHECK WITH YOUR INTERNET PROVIDER FOR INFORMATION ON POSSIBLE INTERNET DATA USAGE CHARGES.

**4. Cancellation.** You can cancel your subscription to **Suns Live Service** at any time before the end of the current billing period or free trial. The cancellation will take effect at the end of the current billing period or free trial. You can cancel your subscription by logging in to your NBA account at [nba.com](https://nba.com), by submitting a form [here](#).

**5. Refund Policy.** We do not provide refunds or credits, including for partially used billing periods or events. If you cancel your monthly or annual subscription, you will continue to have access to the **Service** through the end of your current billing period (either month, for monthly subscribers, or year, for annual subscribers).

**6. Suns Live Service Limitations.** The content provided by **Suns Live Service** that may be available to you may vary by geographic location. We may use different technologies and methods to verify your geographic location. We may provide alternative views and streams to some or all content. The number and type of alternate views and streams may change from time to time at our discretion, and there may be other limits on alternate view and streams for certain content and/or events. The number of simultaneous streams of the **Suns Live Service** available for use under your account may change from time to time at our discretion, and there may be other limits on simultaneous streams for certain content and/or events. **We do not guarantee access to any content, and the content available to you may change at any time.**

The **Suns Live Service** is only available on personal device(s) that you register as part of your subscription. The number of personal devices available for registration under your account may change from time to time at our discretion.

You are required to review the minimum technical requirements necessary for use of the **Suns Live Service** prior to purchase. Minimum technical requirements may include, but are not limited to, minimum device system or browser requirements, internet speed requirements or resolution requirements. You acknowledge your user experience may vary based on the device you use to access the **Suns Live Service** and that the features and functionality available to you may differ based on the device used to access the **Suns Live Service**.

**7. Service Updates.** At various times, we may choose to make available updates, bug fixes or other changes or enhancements to the **Suns Live Service** (collectively, “**Service Updates**”). By subscribing to the **Suns Live Service**, you consent to receive all Service Updates without further notice. Service Updates may be:

- (i) Automatic, such as in connection with general changes and additional features or updates to data required by us;
- (ii) At your election, in which case you will receive information and instructions for how to authorize optional Service Updates; or
- (ii) Mandatory, in which case you will be required to consent to and install the Service Update or install or upgrade a third-party plug-in to maintain access to the **Suns Live Service**.

Please note that the **Suns Live** service may be unavailable during a Service Update.

**8. Intellectual Property.** The services, programming and other content available through the **Suns Live Service** are protected by copyright and other intellectual property laws of the U.S. and international jurisdictions. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any content available through the **Suns Live Service** (including software) in whole or in part. As between you and Suns, Suns owns the trademarks and all other intellectual property relating to **Suns Live Service** any related products and services provided under this Agreement.

**9. Territorial Restrictions and Blackouts.** Your subscription to the **Suns Live Service** is subject to territorial restrictions. The **Suns Live Service** may only be used and/or accessed from the territories we determine. Certain live sporting events and other content available through the subscription of the **Suns Live Service** may be subject to blackouts. For example, (i) nationally broadcast Phoenix Suns games by the NBA’s partners such as ESPN, ABC or TNT may not be available in **Suns Live Service**, and (ii) if you reside outside of or relocate to a location outside of the home television territory of the Phoenix Suns, then the game may be blacked-out for viewing or live viewing as part of our **Suns Live Service** subscription. Blackouts will be enforced according to the location from which you are accessing the **Suns Live Service** or the applicable third-party services, and we may use different technologies and methods to verify your geographic location.

If you do not enable location access on your device(s), you will not be able to access the **Suns Live Service**. The blackout policies for services available via the **Suns Live Service** are available in the FAQs.

(i) You will be assigned a home territory (“**Home Territory**”) in conjunction with your **Suns Live Service** subscription, which will govern the content available to you. If you purchase the Service through the Site, your Home Territory will be based on zip code of your physical location at the time of purchase. **We do not guarantee access to any content, and the content available to you may change at any time.**

(ii) **Couch Rights.** Your subscription includes a thirty (30) day period in which you can view content outside of your Home Territory (“**Couch Rights**”). The thirty (30) day period will commence the first time you view content outside of your Home Territory. Outside of your Home Territory refers to fifty (50) miles or greater from the center of the zip code of your Home Territory. If you view content within fifty (50) miles from the center of your Home Territory, you will not activate Couch Rights. Once activated, Couch Rights will apply to any device you use to access content outside your Home Territory.

Subscriptions to third-party products and services that you purchase or access through your **Suns Live Service** subscription will also be subject to specific blackout policies of the applicable broadcasters or sports leagues or the specific blackout policies of such third-party service providers. Such policies may be made available or communicated to you in connection with your purchases of league-specific content.

**10. Suspension and Termination.** You agree that we may, in our sole discretion and without notice or a refund, restrict, suspend, or terminate your access to part or all of the **Suns Live Service** if we believe you are using or have used the **Suns Live Service** (including services and events ordered via the **Service**) in violation of this **Suns Live** Subscriber Agreement, the NBA [Terms of Use](#) or applicable law or regulations or in any manner other than for its intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to content provided by **Suns Live Service** upon reasonable notice to you, for cause, which includes, but is not limited to, (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if we reasonably believe that your access to content has been obtained fraudulently, or anyone uses your username and password to (i) commit fraud or (ii) for any purpose other than their intended purpose. In addition, you understand that we may modify or cease providing all or a portion of the **Suns Live Service** at any time for any reason.

**11. Subscriptions Obtained Through Third Parties.** If you obtain a **Suns Live Service** subscription via a third party (e.g., an app store), that subscription is also subject to the third party's terms, and the provisions in this **Suns Live** Subscriber Agreement concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent this **Suns Live** Subscriber Agreement conflicts with the applicable third party's terms. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your **Suns**

**Live Service** subscription will be billed by the applicable third party using the payment information you have provided to such third party.

**12. Apple, Inc. Disclaimer.** If you have downloaded the **Suns Live Service** from the Apple, Inc. ("Apple"), App Store or if you are using the **Suns Live Service** on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple.

This Agreement is between you and us only, not with Apple, and Apple is not responsible for the **Suns Live Service** and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the **Suns Live Service**. In the event of any failure of the **Suns Live Service** to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the Apps to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the **Suns Live Service**. Apple is not responsible for addressing any claims by you or any third party relating to the **Service** or your possession or use of the **Service**, including: (1) product liability claims; (2) any claim that the **Suns Live Service** fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the **Suns Live Service** infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the **Suns Live Service**. Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

**13. Changes to Subscriber Agreement.** We may, from time to time, change this **Suns Live** Subscriber Agreement. Such revisions shall be effective immediately; provided however, for existing subscribers, such revisions shall, unless otherwise stated, be effective 30 days after posting.

**14. Disclaimers of Warranties**

**YOUR USE OF THE SUNS LIVE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE TO ENSURE THAT YOUR USE OF THE SUNS LIVE SERVICE IN THE JURISDICTION WHERE YOU RESIDE IS PERMITTED PURSUANT TO ALL LOCAL LAWS AND REGULATIONS.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUNS LIVE SERVICE IS PROVIDED "AS IS". Suns, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the **Suns Live Service** and the use thereof, including implied warranties of merchantability, title, quiet enjoyment, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

Suns makes no warranties or representations about the accuracy or completeness of the content of the **Suns Live Service** or of the content of any sites linked to the **Suns Live Service** and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatever, resulting from your access to and use of the **Suns Live Service**; (iii) any unauthorized access to or use of Suns' secure servers or any and all personal information or financial information stored therein; (iv) any interruption or cessation of transmission to or from the **Suns Live Service**; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the **Suns Live Service** by any third party; (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the **Suns Live Service**; or (vii) any errors, failures or delays in computer transmissions or network connections on account of your access to or use of the **Suns Live Service**.

#### **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR USE OF THE SUNS LIVE SERVICE OR ANY OTHER ACT OR OMISSION BY US.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SUNS, THE NBA, OR THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID SUNS IN THE ONE YEAR IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID SUNS ANY AMOUNTS IN THE ONE YEAR IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SUNS IS TO STOP USING THE SUNS LIVE SERVICE AND TO CANCEL YOUR SUBSCRIPTION.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SUBSCRIBER AGREEMENT ARE MATERIAL AND BARGAINED-FOR BASES OF THIS SUBSCRIBER AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THIS SUBSCRIBER AGREEMENT.

Depending on where you reside and use the **Suns Live Service**, some of the limitations contained in this Section may not be permissible. In such case, they will not apply to you, solely to the extent so prohibited.

## **16. Indemnity**

You agree to indemnify and hold Suns and the NBA, and each of their affiliates, subsidiaries, parents, partners, officers, directors, employees, shareholders, agents, licensors, subcontractors, and suppliers, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with:

- (i) Your use or misuse of and access to the **Suns Live Service**;
- (ii) Your violation of any term of this Suns Live Subscriber Agreement or the NBA [Terms of Use](#);
- (iii) Your breach of the representations, warranties and covenants made herein;
- (iv) Your violation of any third-party right, including any copyright, property, or privacy right; and/or
- (v) Any claim that an action by you in connection with the **Suns Live Service** has caused damage to a third party.

## **17. Governing Law**

This Subscriber Agreement, your use of the **Suns Live** service and our entire relationship shall be governed by and construed under the laws of the State of New York (without reference to conflicts of laws provisions), without application of the UN Convention on Contracts for the International Sale of Goods.

## **18. Dispute Resolution and Agreement to Arbitrate on an Individual Basis**

**PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU AND SUNS TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND Suns CAN SEEK RELIEF FROM EACH OTHER.**

By agreeing to this Subscriber Agreement, and to the extent permitted by applicable law, you and Suns agree that any and all past, present and future disputes, legal or equitable claims or causes of action between you and Suns arising out of or relating to this Subscriber Agreement, the **Suns Live Service**, the formation of this **Suns Live** Subscriber Agreement or any other dispute between you and Suns or any of Suns' licensors, distributors, suppliers or agents (including any application store or platform from which the **Suns Live Services** are accessed or downloaded), and whether arising prior to or after your agreement to this Section, (collectively, "**Dispute(s)**") will be governed by the procedure outlined below. You and Suns further agree that any arbitration pursuant to this Section shall not proceed as a class, group, or representative action. This Section (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) shall be construed under and be subject to the Federal Arbitration Act.

- (a) **Informal Dispute Resolution.** Suns wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Suns, you agree to try to resolve the Dispute informally by contacting [support@nba.com](mailto:support@nba.com). Similarly, if you have provided an email address to

us as part of your **Suns Live Service** registration, Suns agrees to try to informally resolve any disputes by contacting you via the email address on your account. If a dispute is not resolved within 30 days after the email noting the Dispute is sent, you or Suns may initiate an arbitration proceeding as described below.

(b) **We Both Agree To Arbitrate.** By agreeing to this Subscriber Agreement, and to the extent permitted by applicable law, you, and Suns each and both agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope, or severability of this agreement to arbitrate – through final and binding arbitration as discussed herein.

(c) **Opt-out of Agreement to Arbitrate.** You may decline this agreement to arbitrate by contacting [support@nba.com](mailto:support@nba.com) within 30 days of first accepting the **Suns Live** Subscriber Agreement and stating that you (include your first and last name and email address associated with your **Suns Live Service** registration) decline this arbitration agreement. By opting out of the agreement to arbitrate, you will not be precluded from using the **Suns Live Service**, but you and Suns will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

(d) **Exceptions to Agreement to Arbitrate.** Notwithstanding your and Suns' agreement to arbitrate Disputes, either you or Suns may bring a lawsuit in an appropriate court of law asserting causes of action which seek only temporary injunctive relief until an arbitrator can be empaneled and determine whether to continue, modify or terminate such relief, to compel arbitration pursuant to this Section or to enforce any arbitral award issued hereunder.

(e) **Arbitration Procedures and Fees.** You and Suns agree that the American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought ("AAA Rules"). Those rules are available at [www.adr.org](http://www.adr.org). Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules. You and Suns further agree that, unless and only to the extent prohibited under AAA Rules, the arbitration will be conducted telephonically or via other remote electronic means. The AAA Rules will govern payment of all arbitration fees. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this Section 18(e), if a party seeks injunctive relief that would significantly impact other users of the **Suns Live Service** as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding, and any award shall be confidential.

(f) **Arbitration Shall Proceed Individually.** You and Suns agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Suns may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "**Collective Arbitration**"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Suns will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

(g) **Class Action and Collective Arbitration Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR Suns SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF SUBSECTIONS (F) OR (G) OF THIS SECTION (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

(h) **Judicial Forum for Disputes.** Except as otherwise required by applicable law, in the event that you have opted out from the agreement to arbitrate, an exception to the agreement to arbitrate applies, or the agreement to arbitrate is otherwise found not to apply to you or your claim, you and Suns agree that any judicial proceeding may only be brought in a state or federal court in New York, New York. Both you and Suns consent to venue and personal jurisdiction there.

**19. Software Licenses.** You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the **Suns Live Service**. You may not sublicense, assign, or transfer any licenses granted with respect to the **Suns Live Service**, and any attempt at such sublicense, assignment or transfer shall be null and void. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from any proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the **Suns Live Service**.

**20. General**

(a) **Parties' Intent.** If any provision hereof is adjudged by any arbitrator or court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Subscriber Agreement shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein.

(b) **Rules of Construction.** This Subscriber Agreement shall be construed as follows: (i) "includes", "including" and cognates thereof shall be understood to mean "includes without limitation" or "including without limitation"; (ii) unless the context demands otherwise, the word "or" shall have the inclusive meaning identified with the phrase "and/or"; (iii) Section and other headings contained in this Subscriber Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Subscriber Agreement; and (iv) any reference made in this Subscriber Agreement to a statute or statutory provision shall include any amendments or successors thereto as in effect at the time the particular provision of the Subscriber Agreement is to be given effect, along with any then-applicable rules or regulations promulgated thereunder.

(c) **Waiver.** Any failure to enforce any rights granted hereunder or to take action in the event of any breach of this Subscriber Agreement shall not be deemed a waiver by the non-breaching party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers must be in writing, and any waiver or failure to enforce any provision of this Subscriber Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(d) **Entire Agreement; Assignment; Novation.** This Subscriber Agreement is the entire agreement between you and Suns regarding the subject matter herein. You agree that Suns may assign or novate this Subscriber Agreement, in whole or in part, in its sole discretion and that you are not entitled to assign or otherwise transfer this Subscriber Agreement, or any of your rights or obligations thereunder, to any third party without the prior written consent of Suns. Any unauthorized assignment will be void and of no force or effect.

(e) **Survival.** You agree that the provisions of the following Sections shall survive termination of this Subscriber Agreement or termination of your account, for any reason whatever: Disclaimers of Warranties; Limitation of Liability; Indemnity; Governing Law; Dispute Resolution and Agreement to Arbitrate on an Individual Basis; and General.

(f) **Confidentiality of User Credentials.** In order to subscribe to the **Suns Live Service**, you are required to create an NBA account. You are responsible for maintaining the confidentiality of the username and password used to access your account. Sharing your username and password with any third person or party is prohibited. You are responsible for all actions originating from your account.

(g) **Governing Language.** The original and controlling version of this Subscriber Agreement shall be the English language version. All translations of this Subscriber Agreement into other languages shall be solely for convenience and shall not control the meaning or application of this Subscriber Agreement.

## **21. Merchant Selling the Service through the Site.**

Suns has authorized NBA Digital Services US, LLC, as the merchant selling the **Suns Live Service** through the Site and App. NBA Digital Services US, LLC does not control, edit, or otherwise manage any content made available through the **Suns Live Service**, which is owned or licensed by Suns (for purposes of this Section 21, the “**Content Provider**”).

NBA Digital Services US, LLC is a service provider to the Content Provider and does not use personal information for its own purposes. NBA Digital Services US, LLC will use and disclose your personal information only for the purposes of fulfilling your subscription order and processing your payments and delivering notices and/or invoices regarding your account. Your payment card information is processed by a third-party processor, and NBA Digital Services US, LLC does not receive any of your payment card information.

If you access the **Suns Live Service** through the Apps, please refer to the terms supplied by your in-app purchase provider (e.g., AppStore, Google Play).

If your subscription to **Suns Live Service** includes merchandise or other physical products, fulfillment of that order will be made by an authorized third party. We share your information and data with that third party on a limited basis and in compliance with our [Privacy Policy](#).

**22. Payment methods.** With respect to any purchase of the **Suns Live** service through the Site, we accept payment through the following payment methods: Visa, MasterCard, Amex, Discover, JCB, Diners Club, UnionPay(each, a “**Payment Method**”). You can update your Payment Method by going to your profile and choosing “Subscription” within your account. A change in your payment method may result in changes to your prior billing cycle. It is your responsibility to update and maintain the payment method associated with your subscription. You are responsible for all charges incurred in connection with your subscription. In the event your Payment Method is unable to cover the subscription fee, we may suspend your access to the **Suns Live** service until you update your Payment Method and pay your subscription fee. We may retry billing your payment method after failed attempts (e.g., if your Payment Method is rejected).

## **23. Infringement**

Suns encourages you to report material or content that you believe warrants removal from the **Suns Live Service**. In particular, if you believe that any material on the Service infringes your work or the work of any third party in a manner that constitutes copyright infringement, then you may notify Suns in accordance with this Section 23. To notify Suns of copyright infringement on the Service, please send Suns a written notice by e-mail to [support@nba.com](mailto:support@nba.com) that includes all of the following information:

1. Identification of the work you believe is being infringed.
2. Identification of the work you believe is infringing, with information that is reasonably sufficient for Suns to locate it.
3. Your name, address, phone number and e-mail address.
4. A statement that you have a good faith belief that use of the work in the manner complained of is not authorized by the copyright owner, its agent or the law.

5. A statement that the information in your notification is accurate, and under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that has allegedly been infringed.
6. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

Suns will treat notices that meet these requirements in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”). If Suns has taken down any material or content that you believe should not have been removed, you can send Suns a written counter-notice by e-mail. Please be sure your counter-notice meets the DMCA requirements and Suns will follow the process set out in the DMCA. You may find out more about the DMCA at <http://copyright.gov>.

**24. Information, Support, Questions or Complaints.**

For information, support, questions or complaints, please contact us at [support@nba.com](mailto:support@nba.com) or through the customer contact form available at: <https://help.nba.com>.