

SortArena's Terms of Use

Effective: July 24, 2018

Welcome to SortArena!

These terms of use ("Terms") apply to your use of our website, services, technology, and software (collectively, the "SortArena Products" or "Products")

By using any of our Products, you agree to abide by these Terms and our policies—including our [Privacy Policy](#), [Copyright Policy](#), [Feedback Policy](#), and [Text Message Policy](#) (collectively, the "Policies") accessible at www.SortArena.com/Policies. Individuals or entities that organize or produce an equestrian event where our Software (as defined below) is used must also agree to the terms of the software license agreement (a "SLA") which accompanies the Software.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, POLICIES (AND IF APPLICABLE, THE SLA), DO NOT USE ANY OF OUR PRODUCTS.

Introduction

X4 CodeSpace, LLC, d/b/a SortArena ("SortArena" or "we" or "ours" or "us") the folks responsible for making the SortArena Products, want to help you better understand the commitments, permissions, and rights you receive and give by using our Products. So, we have organized our Terms into two sections. Section 1 provides a list of some important commitments, permissions, and restrictions contained in these Terms. Section 2 provides you with the complete Terms. We encourage you to look through Section 1 and review Section 2.

Section 1—Important Points

- A SortArena Account (defined below) is required to access and utilize most Products features.
- Some SortArena Account features are made available at no cost to you; other SortArena Account features may be made available after a purchase or subscription is made.
- When you create a SortArena Account you give us permission to collect, use, store, and share certain information in accordance with our Terms and Policies.
- Our Products are made available "AS-IS" and "AS-AVAILABLE".
- You cannot use Products to develop competing products or services.

- We are not liable for any damages arising from your use of the SortArena Products.

We hope you enjoy our Products. If you have questions, please send us an email: info@sortarena.com.

Section 2—Terms

In General

As mentioned in the introductory paragraph, these Terms apply to all SortArena Products, including:

- our website, accessible at www.SortArena.com, the “Website”;
- SortArena Accounts (which may be a “Rider Account”—a SortArena account created for a rider’s personal use; or a “Producer Account”—an account created for and used by an event Producer);
- our ShowRunner™ software, ShowCapture™ software, ShowDirector™ software, ShowVision™ software, and any third-party software, software components, documentations including electronic, interfaces, content, fonts, printed materials, and any data accompanying the software on disk, in read-only memory, on any other media, or in any other form (collectively the “Software”);
- Rider Dashboard (a feature found in a Rider Account) and Producer Dashboard (a feature located in a Producer Account); and
- any other features, technologies, software, products, or services offered by SortArena.

Privacy Notice

Please review our [Privacy Policy](#)—it explains how we collect, use, store, and share information including personal data.

Website

You may access our Website to learn about our Products or to create a SortArena Account. Our Website may also be used to access your SortArena Account.

SortArena Account

Most SortArena Products require a SortArena Account to be accessed or used. You can create a SortArena Account through our Website. To create a SortArena Account, you must share certain information such as your full name,

email address, password, and other things with us. The exact information shared with us to create a SortArena Account is described in our [Privacy Policy](#).

By creating a SortArena Account, you represent that

- you are old enough to enter into a legally binding agreement or otherwise use the SortArena Products. (If you are under the age of majority to contract, we need to have received verifiable consent from your parent or legal guardian for you to create a SortArena Account or otherwise use SortArena Products.)
- you have full legal authority to bind such entity to these Terms (and any other applicable separate terms and policies) if you are creating a SortArena Account on behalf of a legal entity, including a business, non-profit, governing body, association, or similar entity.
- all information you provide is correct, current, and complete.

You are solely responsible for the information associated with your SortArena Account and anything that happens related to your SortArena Account.

You must maintain the security of your SortArena Account and promptly notify us if you discover or suspect that someone has accessed your SortArena Account without your permission. We recommend that you use a strong password that is used only with the Products. You must treat such information as confidential (other than user name), and you must not disclose it to others. You must immediately notify SortArena (via, info@sortarena.com) of any unauthorized use of your user name or password or any other breach of security.

Products and their respective features may be accessed or used through your SortArena Account only.

Basic Features and Premium Features

Your SortArena Account contains many features. Some of these features are made available to you without charge to you (we call these "Basic Features") while other features may be made available to you for an additional cost (we call these "Premium Features").

Trials

Occasionally, we or others on our behalf may offer trials of Premium Features for a specified period without payment or at a reduced rate (a "Trial").

SortArena reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we'll require you to provide your payment details to start the Trial. *At the end of such Trials, we may automatically charge you for the Premium Features on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel the Premium Features through your Rider Account settings page or terminate your Rider Account before the end of the Trial. Premium Features purchased or subscribed to cannot be terminated before the end of the period for which you have paid, and except as provided in these Terms, SortArena will refund no fees that you have paid. The Limitation of Liability Section of these Terms sets forth additional terms regarding cancellation of your paid Premium Features purchase or subscription.*

Content

SortArena Products may contain content created by SortArena, including text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code—including, but not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content contained in the Products (collectively, "Content") is owned, controlled, or licensed by or to SortArena, and may be protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws.

SortArena Products may also contain content submitted to us directly by you or indirectly through a Producer or other third-party (collectively, "Your Content"). By submitting Your Content, you represent and warrant you have all rights, power, and authority to grant the rights to Your Content within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant SortArena, our affiliates, licensees, partners, and authorized third-parties the following license to Your Content:

a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display Your Content and any name, username, voice, or likeness provided in Your Content in all media formats and channels now known or later developed. This license includes the right for us to provide Your Content for syndication, broadcast, distribution, or publication by other companies, organizations, entities, or individuals who partner with SortArena. You also agree that we may remove metadata

associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution regarding Your Content.

Although we have no obligation to screen, edit, or monitor Your Content, we may delete or remove Your Content at any time and for any reason, including for violating these Terms or if you otherwise create liability for us.

We take no responsibility for and we do not expressly or implicitly endorse any of Your Content.

Except as expressly provided in these Terms, no part of the SortArena Products and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without SortArena's express prior written consent.

Permissions and Limitations on Uses

Subject to these Terms and our Policies (and if applicable, the SLA), SortArena grants you a personal, non-transferable, non-exclusive, revocable, limited license to use and access the Products solely as permitted by these Terms. SortArena reserves all rights not granted to you under these Terms. Except as permitted through the Products or as otherwise permitted by us in writing, your license includes the right to:

- submit, upload, or post Content to and keep such Content available on the Products;
- use Products strictly as permitted under these Terms and applicable Policies.

The above license is conditional upon your strict compliance with these Terms (and any Policies and SLA—in the case of Producers,) while using the Products, including, without limitation:

- you must not copy, rip or capture, or attempt to copy, rip or capture, any Content from the Products or any part of the Products;
- you must not adapt, copy, republish, provide or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from Products at any time, except (i) where such Content is Your Content at any time during your use of the Content, or (ii) as permitted under these Terms (or the SLA, if applicable), and within the parameters set by us;
- you must not use any Content (other than Your Content) in any way that creates a separate content service or that replicates any part of the SortArena Products;

- you must not employ scraping or similar techniques to aggregate, repurpose, republish, or otherwise make use of any Content;
- you must employ no techniques or make use of any services, automated or otherwise, designed to misrepresent the popularity of Your Content on the Products or elsewhere, or to misrepresent your activity on the Products, including without limitation by bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add followers to your Rider Account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Products;
- you must not alter or remove, or attempt to alter or remove, any trademark, copyright, or other proprietary or legal notices contained in, or appearing on, the Products or any Content appearing on the Products (other than Your Content);
- you must not, and must permit no third-party to, copy or adapt the object code of the Products, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Products, or circumvent or attempt to circumvent or copy any copy protection mechanism or territorial restrictions or access any rights management information pertaining to Content other than Your Content;
- you must not use Products or any feature of the Products to upload, post, store, transmit, display, copy, distribute, promote, provide, continue to provide or otherwise communicate to the public: (A) any Content that is abusive, libelous, defamatory, pornographic or obscene, that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation, or is otherwise objectionable in SortArena's reasonable discretion; (B) any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third-parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; (C) any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in SortArena's reasonable opinion; (D) any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Products or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any

other user's use and enjoyment of the Products; or (E) any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation;

- you must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, cause civil liability or otherwise violate any law or regulation;
- you must not rent, sell or lease access to the Products or any Content on the Products;
- you must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or commenting using the name of another person;
- you must not stalk, exploit, threaten, abuse, or otherwise harass another user;
- you must not use or attempt to use another person's account, password, or other information, unless you have express permission from that other person;
- you must not sell or transfer, or offer to sell or transfer, any SortArena Account to any third-party without the prior written approval of SortArena;
- you must not collect or attempt to collect personal data, or any other information about other users, including without limitation, through spidering or any form of scraping;
- you must not violate, circumvent or attempt to violate or circumvent any data security measures employed by SortArena; access or attempt to access data or materials not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of SortArena's servers, system or network or attempt to breach SortArena's data security or authentication procedures; attempt to interfere with the Website or any other Products by any means including, without limitation, hacking SortArena's servers or systems, submitting a virus, overloading, mail-bombing or crashing.

Without limiting any of rights or remedies under these Terms, SortArena reserves the right to investigate any situation that appears to involve the above, and may report such matters to, and co-operate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

We reserve the right to modify, suspend, or discontinue the Products (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality of the Products will be subject to these Terms and Policies (and SLA, if applicable), which may be updated occasionally. You agree that we will not be liable to you or to any third-party for any modification, suspension, or discontinuation of the Products or any part thereof.

You agree to not license, sell, or otherwise transfer your SortArena Account without our prior written approval.

You also may not:

- use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Products or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Products or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Products. SortArena reserves the right to bar any such activity.
- attempt to gain unauthorized access to any portion or feature of the Products, or any other systems or networks connected to the Products or to any SortArena server, or to any of the Products accessible or offered on or through the Website, by hacking, password "mining", or any other illegitimate means.
- probe, scan or test the vulnerability of the Products or any network connected to the Products, nor breach the security or authentication measures on the Products or any network connected to the Products. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Website, or any other customer of SortArena, including any SortArena Account not owned by you, to its source, or exploit the Website or any Products or information made available or offered by or through the Products, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Products.
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Products or SortArena's systems or networks, or any systems or networks connected to the Products or to SortArena.
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Products or any transaction being

conducted on the Products, or with any other person's use of the Products.

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to SortArena on or through the Website or any service offered on or through the Products. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- use the Products or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of SortArena or others.

Third-Party Links

Products may contain links to other independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors or our users. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content, products, or services of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Products may contain sponsored third-party content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Products, including Your Content.

Disclaimers

SortArena does not promise that the Products, any Content or feature of the Products, or made available on or through the Products, will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Products will provide specific results. The Products and its Content are delivered on an "AS-IS" and "AS-AVAILABLE" basis. All information provided on the Website is subject to change without notice. SortArena cannot ensure that any files or other data you download from the Products will be free of viruses or contamination or destructive features. SortArena disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. SortArena disclaims any and all liability for the acts, omissions, and conduct of any third-parties in connection with or related to your use of the Products. You assume total responsibility for your use of the Products and any Linked Sites. Your sole remedy against SortArena for dissatisfaction with the Products is to stop using

the Products (including visiting our Website). This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability, or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

SortArena reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend, or terminate operation of or access to the Website, in whole or in part, or the Products, or any feature thereof, for any reason; (2) to modify or change the Products or features, or any portion of the Products, and any applicable Policies or supplemental terms; and (3) to interrupt the operation of the Products, or any portion of the Products, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

In no event and under no theory of liability, including contract, tort, negligence, strict liability, warranty, or otherwise, will the SortArena be liable to you for any indirect, consequential, exemplary, incidental, special, or punitive damages, or lost profits arising from or relating to these Terms or Policies (or SLA, if applicable), even if the SortArena has been advised of the possibility of any such damage.

If, notwithstanding the other provisions of these Terms, SortArena is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Products or any Content, SortArena's liability shall in no event exceed the greater of (1) the total of any purchase or subscription (or similar) fee with respect to any service or feature of or on the Products paid in the six months prior to the date of the initial claim made against SortArena or (2) US\$100.00, even if either remedy set forth above is found to have failed its essential purpose.

The foregoing Limitation of Liability will apply to the fullest extent permitted by law in the jurisdiction.

Indemnity

Except to the extent prohibited by law, you agree to defend, indemnify, and hold SortArena, officers, directors, shareholders, predecessors, successors-in-interest, employees, agents, subsidiaries and affiliates, our licensors, our third-party service providers (the "SortArena Entities") harmless from any claim, demand, loss, liability, or expense (including attorneys' fees) made against

SortArena by any third-party due to or arising out of or in connection with (1) use of the Website; (2) use of the Products; (3) violation of these Terms or any Policies, or the SLA (if applicable); (4) violation of laws or regulations; or (5) Your Content. We reserve the right to control the defense of any matter for which you must indemnify us, and you agree to cooperate with our defense of these claims.

Violating of These Terms

SortArena may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Products, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) SortArena's rights or property, or the rights or property of visitors or users of the Products, including SortArena's customers. SortArena reserves the right at all times to disclose any information that SortArena deems necessary to comply with any applicable law, regulation, legal process or governmental request. SortArena also may disclose your information when SortArena determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that SortArena may preserve any transmittal or communication by you with SortArena through the Products or any service offered on or through the Products, and may also disclose such data if required to do so by law or SortArena determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property, or personal safety of SortArena, its employees, users of the Products or visitors to the Website, and the public.

You agree that SortArena may, in its sole discretion and without prior notice, terminate your access to the Website and Products and/or block your future access to the Products if we determine that you have violated these Terms or our Policies (or SLA, if applicable) which may be associated with your use of the Products. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to SortArena, for which monetary damages would be inadequate, and you consent to SortArena obtaining any injunctive or equitable relief that SortArena deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies SortArena may have at law or in equity.

You agree that SortArena may, in its sole discretion and without prior notice, terminate your access to the Website and the Products, for cause, which includes (but is not limited to) (1) requests by law enforcement or other

government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Products or any feature or service offered on or through the Products, or (4) unexpected technical issues or problems.

If SortArena does take any legal action against you as a result of your violation of these Terms, SortArena will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to SortArena. You agree that SortArena will not be liable to you or to any third-party for termination of your access to the Products as a result of any violation of these Terms.

Dispute Resolution

We want you to enjoy SortArena, so if you have an issue or dispute, we encourage you and you agree to raise it and try to resolve it with us informally. You can contact us with feedback, issues, disputes, or concerns by emailing us at info@SortArena.com.

If for some reason we are unable to remedy an issue or dispute informally, the parties shall attempt, promptly and in good faith, to resolve any such dispute through mediation in the venue stated below. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any claims, disputes, causes of action, or similar issues relating to or arising out of your access to or use of our Products, these Terms, our Policies, or supplemental terms will be governed by the laws of the United States and by the laws of the State of Arizona without regard to its conflicts of laws rules.

Jurisdiction and Governing Law

You consent to the personal jurisdiction and venue in the state and federal courts in Maricopa County, Arizona, and waive any objection to such jurisdiction or venue. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

In the event of any controversy or dispute between SortArena and you arising out of or in connection with your use of the Products, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

SortArena administers and operates the Products from its location in Chandler, Arizona, USA; other SortArena sites may be administered and operated from various locations outside the United States. Although the Products are accessible worldwide, not all features or services discussed, referenced, provided, or offered through or on the Products are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. SortArena reserves the right to limit, in its sole discretion, the provision and quantity of any of our Products to any person or geographic area. Any offer for any feature, product, or service made on the Website or in the Products is void where prohibited. If you choose to access the Products from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

Changes. SortArena reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the SortArena Products after changes are posted will mean that you accept and agree to the changes. Updates and revisions to any policy or agreement will become effective on the date indicated on the particular policy or agreement.

No Exports. You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered in the Products, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

Severability. If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect.

No Waiver. SortArena's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by SortArena of any provision or any right it has to enforce these Terms (or any other provision in an applicable policy, terms of use, or agreement) nor shall any course of conduct between SortArena and you or any other party be deemed to modify any provision of these Terms (or any other policy, terms of use, or agreement). These Terms shall not be interpreted or construed to confer any rights or remedies on any third-parties.

Entire Agreement. These Terms and any other applicable policies, terms of use, or agreements constitute the entire agreement between you and SortArena with regard to your use of the Products, and any and all other written or oral agreements or understandings previously existing between you and SortArena with respect to such use are hereby superseded and cancelled.