

TERMS OF SERVICE

This website is operated by Brooklyn Sports & Entertainment or a member of the Brooklyn Sports & Entertainment Family (“**BKSports&Ent**” “we,” “us,” and “our”). These Terms of Service (this “**Agreement**”) governs your use of and access to this website (the “**Website**”), including all information, content, and material (collectively, “**Content**”) and our related services, subscriptions, newsletters, emails, and other electronic communications, available or enabled through the Website (each a “**Service**” and, collectively with the Website, the “**Services**”). You may also be able to purchase merchandise and products (“**Products**”) on the Website. This Agreement applies to us only and does not cover other companies, including third parties that may advertise or sponsor content, products or services on the Services or any third-party platforms (such as social media platforms or app stores) or other channels that you may use to access the Services or any Content.

The “**BKSports&Ent Family**” is comprised of Brooklyn Sports & Entertainment entities that own and/or operate Barclays Center, the HSS Training Center, the Brooklyn Nets & New York Liberty Foundation, Brooklyn Basketball, Brooklyn Wine Club (a Brooklyn Hospitality Group company), Planet Brooklyn (a BKLYN Musical Festival Operations company), and the following “**Affiliated Teams**”: the Brooklyn Nets (NBA), the New York Liberty (WNBA), the Long Island Nets (NBA G League), and the NetsGC (NBA 2K League affiliate). The Affiliated Teams are Member Clubs of the National Basketball Association or the Women’s National Basketball Association, respectively (the “**Leagues**”) and those websites are part of the NBA.com website and the NBA mobile app, or the WNBA.com website and the WNBA mobile app, respectively. Where you engage with an Affiliated Team, your use of the website or mobile app will also be subject to any applicable League terms and conditions.

The Services and its Content are for general information and entertainment purposes only. By visiting our Website, engaging with our Content, purchasing Products from us, or otherwise accessing or using the Services, or by clicking “Subscribe,” “I agree,” or similar language assenting to this Agreement, you agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein. Unless you or your organization has entered into a separate written agreement with BKSports&Ent regarding the Services, this Agreement is the complete and exclusive agreement between you (including without limitation users who are browsers, vendors, customers, merchants, or contributors of content) and BKSports&Ent regarding your access to and use of the Services, Content, and your purchase of Products.

Please read these Terms of Service carefully before accessing or using our Services. If you do not agree to all the terms and conditions of this Agreement, then you may not access or use the Services, Content, or purchase Products.

Any new features or tools which are added to the Services shall also be subject to this Agreement. You can review the most current version of this Agreement at any time on this page. We reserve the right to update, change or replace any part of this Agreement at any time by posting an updated version of this Agreement on the Website or relevant Services. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PROVISION IN SECTION 5, WHICH, WITH LIMITED EXCEPTIONS, REQUIRES DISPUTES BETWEEN YOU AND BKSports&Ent TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION

AGREEMENT, YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT OR INDIVIDUALLY AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTE BETWEEN YOU AND BKSports&Ent. PLEASE SEE SECTION 5 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT.

SECTION 1 – USE OF THE SERVICES

By accessing the Services and agreeing to this Agreement, you represent that you are at least eighteen (18) years of age or older.

Subject to the terms of this Agreement, we grant you a limited license to use the Services solely for your personal non-commercial purposes. You may not use the Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. You may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on the Services, except with our express written permission. We and our suppliers, licensors, partners, and service providers reserve all rights not granted in this Agreement.

When using the Services, including when you subscribe to, sign up for, or otherwise register for a Service, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the relevant Service including, without limitation, your email address; and (b) maintain and promptly update such information to keep it true, accurate, current, and complete. **YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY THIRD-PARTY CLAIMS, LIABILITY, DAMAGES OR COSTS ARISING FROM YOUR PROVIDING US WITH INFORMATION THAT IS UNTRUE, INACCURATE, NOT CURRENT, OR INCOMPLETE.**

Without limiting BKSports&Ent’s right to terminate this Agreement, a breach or violation of any of terms of this Agreement may result in an immediate suspension or termination of your access to the Services, with or without notice to you.

We reserve the right to refuse the Services to anyone for any reason at any time.

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.

SECTION 2 – CONTENT; INTELLECTUAL PROPERTY

All Content contained within the Services (including, but not limited to, video, audio, photos, text, images, data, and other intellectual property) are owned, licensed, controlled, and/or entitled to be used by us. You shall abide by all copyright or other legal notices, information, and restrictions contained in any Content accessed through the Services. The trademarks, logos, trade names, trade dress, and services marks, whether registered or unregistered (collectively, the “**Marks**”) used by us in connection with the Services are owned, licensed, controlled and/or entitled to be used by us. Nothing contained on the Services shall be construed as granting by implication or otherwise, any license or right to use any Content or Marks displayed on the Services without our written permission or such third party that may own such Content or Marks.

Subject to your compliance with this Agreement, you may use the Content solely for your personal purposes in connection with your permitted use of the Services in accordance with these terms. You agree not to

reproduce, duplicate, copy, sell, resell or exploit any Content, Marks or any other portion of the Services without express written permission by us. Except as set forth in this Agreement, you are granted no licenses or rights in or to any Content, or any intellectual property rights therein or related thereto.

Any unauthorized commercial use of the Content, Marks, or any other portion of the Services will violate our intellectual property rights and/or those of third parties associated with us and will be subject to our and/or those third party's full legal rights and remedies.

Additionally, certain portions of the Services may include content that contains links to third party websites and we may receive compensation from the operator of the third-party website if you click on or make a purchase on that site. As described more fully in Section 8 below, by clicking on these links you understand and agree that you are leaving the Services and visiting a website that is not controlled by us.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the Services is not accurate, complete or current.

The Content on the Services is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the Content on the Services is at your own risk.

The Services may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the Content of the Services at any time, but we have no obligation to update any information on the Services. You agree that it is your responsibility to monitor changes to the Services.

SECTION 4 – PRODUCTS OR SERVICES

If we offer any Products or services for sale on the Services, prices for such Products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

We reserve the right, but are not obligated, to limit the sales of our Products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Products or services that we offer. All descriptions of Products or Product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Product at any time. Any offer for any Product or service made on the Services is void where prohibited.

We do not warrant that the quality of any Products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

SECTION 5 – ARBITRATION AGREEMENT; CLASS ACTION WAIVER

Please read the following arbitration agreement in this Section 5 (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with us and limits how you can seek relief from us. You agree that (a) any

current or future claim, action, or proceeding initiated or brought by you arising out of or relating to this Agreement, the Services, or to any aspect of your relationship with us (collectively, the “**Claims**”), will be resolved by binding arbitration, rather than in court, except that: (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

You must submit your Claim for confidential, final, and binding arbitration to Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) pursuant to the Federal Arbitration Act (“**FAA**”). The FAA is applicable because we are engaged in transactions involving interstate commerce with respect to the Services. The arbitration shall proceed before a single arbitrator and shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any and all issues relating or pertaining to arbitration or this Arbitration Agreement, including but not limited to the threshold question of arbitrability or the enforceability or validity of this Arbitration Agreement shall be delegated exclusively to the arbitrator selected pursuant to this Arbitration Agreement. The arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The award may be vacated or modified only on the grounds specified in the FAA or other applicable law. Any arbitration conducted pursuant to this Arbitration Agreement shall take place in New York, New York.

YOU AND US HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified above in this Section. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to limited review. In agreeing to submit all disputes for resolution by arbitration, you acknowledge that such agreement is given in exchange for rights or benefits to which you are not otherwise entitled and the more expeditious and confidential resolution of any such dispute.

ALL DISPUTES, CLAIMS AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection’s limitations as to a given dispute, claim or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other disputes, claims or requests for relief shall be arbitrated.

To the extent permitted by law, any claim or dispute must be filed within one year. The one-year period begins when the arbitration notice first could be filed. If such a claim or dispute is not filed within one year, it shall be permanently barred.

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to legal@bkse.com with the subject line, “Rejection of Arbitration Agreement,” within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address where you receive our emails or that you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this

Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. This Arbitration Agreement will survive the termination of your relationship with us. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to us at the following address: Brooklyn Sports & Entertainment, Attn: Legal, 168 39th Street, 7th Floor, Brooklyn, New York 11232.

SECTION 6 – TECHNOLOGY

The Services, and the cookies, pixels, tags, scripts, databases, software, hardware, and other technology used by or on behalf of us to operate the Services, and the structure, organization, and underlying data, information, and software code thereof (collectively, the “**Technology**”), constitute valuable trade secrets of ours or our licensors, vendors, partners, or suppliers. You will not, and will not permit any third party to: (a) access or attempt to access the Technology except as expressly provided in this Agreement; (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (c) use automated scripts to collect information from or otherwise interact with the Technology; (d) alter, modify, reproduce, or create derivative works of the Technology; (e) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (h) monitor the availability, performance, or functionality of the Technology; or (i) interfere with the operation or hosting of the Technology. As between you and us, we retain all rights, title, and interest, including all intellectual property rights, in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Website under this Agreement.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall also be subject to this Agreement.

SECTION 8 – THIRD-PARTY LINKS AND ADVERTISING

Certain content, products and services available via our Service may include materials from third parties.

The Services might contain links or other abilities to access features, sweepstakes, advertisements, contests, platforms or other services developed, provided, or maintained by third-party service providers and promotions or advertisements for third parties (collectively, “**Third-Party Services**”). We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any Third-Party Services, or for any other materials, products of third parties. By providing your contact information in connection with any Third-Party Services, you understand and expressly consent to be contacted by these third parties using the contact information you provide.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “**Comments**”), you agree that such Comments shall be and remain the property of BKSports&Ent. We may, at any time, without restriction, edit, copy, publish, distribute, translate, create derivative works from, and otherwise use in any medium any Comments that you forward to us. Such disclosure, submission, or offer of any Comments shall constitute an assignment to BKSports&Ent of all worldwide right, title, and interest in, to, and under all copyrights and other intellectual property rights in the Comments. BKSports&Ent will own exclusively all such right, title, and interest and shall not be limited in any way in its use, commercial or otherwise, of any Comments. In the event that any of your rights with respect to any Comments are not fully assignable or otherwise transferable to BKSports&Ent for any reason whatsoever, you shall, and hereby do, grant to BKSports&Ent an exclusive, irrevocable, perpetual, royalty-free, fully paid-up worldwide license in and to all of your rights with respect to such Comments and all intellectual property rights therein. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or this Agreement.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other

malware that could in any way affect the operation of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third party.

SECTION 10 – PERSONAL INFORMATION

You acknowledge the use, collection, and disclosure of any personal information that you submit to the Services or that is collected about you from the Services as described in the Privacy Policy available in the footer of the Website.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in this Agreement, you are prohibited from using the Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services, other websites, or the Internet. We reserve the right to terminate your use of the Services and any licenses granted by us pursuant to this Agreement for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of the Services will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without giving notice to you.

You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall we or any of the Indemnitees be liable (a) for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from or related to this Agreement or your access to or use of any of the Services, Content, Technology, or any Products procured using the Services, or for any other claim related in any way to your use of or inability to access or use the Services (including the Technology or Content) or any Product, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of the Services or any Content (or Product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility; and (b) for any damages, losses and/or causes of action exceeding total cumulative liability in connection with this Agreement and provision of the Services (including the Technology and Content), whether in contract or tort or otherwise in excess of one hundred U.S. dollars (USD \$100) in the aggregate. The existence of more than one claim will not enlarge this limit. You agree that our service providers will have no liability of any kind arising from or relating to this Agreement. You agree that we would not enter into these terms without these limitations on liability. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our owners, subsidiaries, affiliates, or any of their respective members, managers, shareholders, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees (collectively, all of the foregoing, the “**Indemnitees**”), harmless from all claims, liabilities, damages, and expenses (including attorneys' fees, court costs, damage awards, and settlement amounts) arising out of or relating to: (i) your use of the Services, including, but not limited to any Content, Marks, or Technology, and (ii) any breach or alleged breach of this Agreement. For purposes of this Section, “you” includes you and all authorized or unauthorized users or beneficiaries of the Services under this Agreement.

SECTION 15 – SEVERABILITY

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

We may change, suspend, or discontinue any aspect of the Services at any time, including, but not limited to, the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or the entirety of the Services without notice or liability at any time in our exclusive discretion, without prejudice to any legal or equitable remedies available to us, for any reason or purpose, including, but not limited to, conduct that we believe violates this Agreement or other policies or guidelines posted on the Services or conduct which we believe is harmful to other users, to our business, or to other information providers. Upon any termination of this Agreement, you shall immediately discontinue your use of and access to the Services and destroy all materials obtained from them. Your obligations and liabilities incurred shall survive the termination of the Services for all purposes.

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

This Agreement and any policies or operating rules posted by us on the Services or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of this Agreement).

Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW AND VENUE

This Agreement and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. Subject to Section 5, each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a state or federal court in New York, New York, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding brought in such courts by us.

SECTION 19 – NOTICES

Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to us by postal mail to the following address: Brooklyn Sports & Entertainment, Attn: Legal, 168 39th Street, 7th Floor, Brooklyn, New York 11232. We may provide you with any notices required or

allowed under this Agreement by sending you an email to any email address you provide to us, provided that in the case of any notice applicable both to you and other users of the Services, we may instead provide such notice by posting on or through the Services. Notices provided to us will be deemed given when actually received by us. Notice provided to you will be deemed given 24 hours after posting to the Services or sending via email. If the last email address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, our dispatch of the email containing such notice will nonetheless constitute effective notice.

SECTION 20 – ELECTRONIC COMMUNICATIONS

The communications between you and us use electronic means, whether you visit the Services or send us communications (such as email), or whether we post notices on the Services or communicate with you electronically. For contractual purposes, you: (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that we provide to you electronically will have the same legal effect that such communications or documents would have if they were set forth in “writing.” The foregoing sentence does not affect your statutory rights.

SECTION 21 – COPYRIGHT COMPLAINTS

BKSports&Ent respects your copyrights and other intellectual property rights and those of other third parties. If you believe in good faith that your copyrighted work has been reproduced on the Services without your authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and email address; (e) a written 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 (f) 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. Contact information for notice of claims of copyright infringement is as follows: Brooklyn Sports & Entertainment, Attn: Legal, 168 39th Street, 7th Floor, Brooklyn, New York 11232.

SECTION 22 – CONTACT INFORMATION

Questions about this Agreement or the Services should be sent to us at legal@bkse.com or mailed to 168 39th Street, 7th Floor, Brooklyn, New York 11232.