

SPORTS BEACON LLC

TERMS AND CONDITIONS FOR WEBSITE USE, DEVICE PURCHASE, SOFTWARE SUBSCRIPTION, AND SOFTWARE LICENSE

Last Updated: January 21, 2026

These Terms and Conditions ("**Agreement**") are entered into and become effective on the date you click "I Agree," purchase, activate, use the Sports Beacon Device, Software, Subscription, or access the website or online services ("**Effective Date**"). By using any part of the Services, you agree to be bound by this Agreement and the Sports Beacon Privacy Policy, which is incorporated herein by reference.

This Agreement is made by and between:

Sports Beacon LLC, an Ohio limited liability company, with its principal place of business at 257 Shore Dr., Lake Milton, Ohio 44429 ("**Sports Beacon**," "**Company**," "**we**," "**us**," or "**our**"), and

You, the individual or legal entity purchasing, accessing, or using the Sports Beacon Device, Software, Subscription, or website/online services ("**Customer**," "**User**," "**you**," or "**your**").

Sports Beacon and Customer/User may be referred to individually as a "**Party**" and collectively as the "**Parties**."

By purchasing the Device, enrolling in the Subscription, accessing the Software, or using any part of the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement and the Privacy Policy.

1. DEFINITIONS

1.1 Device. Sports Beacon hardware product purchased or obtained from Sports Beacon or its authorized distributors.

1.2 Software. Proprietary software, firmware, applications, interfaces, updates, and related technology provided to operate the Device or access Services.

1.3 Subscription. Ongoing software access and sports data feed services billed on a recurring basis.

1.4 Site. The Sports Beacon website and all related online services.

1.5 Services. Collectively the Device, Software, Subscription, Site, and any related services.

1.6 Customer Systems. Customer/User equipment, networks, Wi-Fi, electrical power, internet service, and other systems used in connection with the Services.

1.7 Submissions. Ideas, feedback, suggestions, comments, inquiries, or other information submitted by User through the Site.

1.8 Privacy Policy. The Sports Beacon Privacy Policy, as posted on the Site and incorporated into this Agreement by reference.

2. ACCEPTANCE AND CONTROL OF TERMS

2.1 Customer/User's acceptance is evidenced by:

- (a) Clicking an "I Agree" or similar acceptance button;
- (b) Purchasing the Device;
- (c) Activating or using the Software;
- (d) Paying any Subscription fee; or
- (e) Accessing the Site.

2.2 Any terms proposed by Customer/User in a purchase order or other documentation are rejected and shall be void unless expressly accepted in writing by Sports Beacon. This Agreement, together with the Privacy Policy, constitutes the entire agreement and supersedes all prior discussions.

3. WEBSITE ACCESS AND USER CONDUCT

3.1 Account Security. To use the Services you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in compliance with any and all applicable laws and regulations.

3.2 Access. To access or use some features of the Site, such as providing feedback and using our "Contact Us" form, you may be required to give us certain identifying information about yourself, including but not limited to your email address and other contact information. When inputting such information, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Sports Beacon for any purpose.

3.3 Prohibited Conduct

- (a) You agree not to:
 - i. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;

- ii. Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- iii. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- iv. Interfere in any way with the confidentiality, integrity, availability, or security-related features of the Services;
- v. Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- vi. Access, monitor or copy any content or information of the Services using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;
- vii. Frame the Site, place pop-up windows over its pages or otherwise affect the display of its page;
- viii. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
- ix. Sell or otherwise transfer the access granted herein.

(b) We will fully cooperate with any law enforcement authorities or a court order requiring us to disclose the identity or other details of any person posting materials to our Site in breach of this Section.

3.4 Submissions. You acknowledge and agree that you give up all ownership rights in any Submissions that you submit to Sports Beacon through the Site. You acknowledge that Sports Beacon has full rights to use and implement any Submissions, and any Submissions will be treated as non-proprietary and non-confidential. By providing any Submission, you grant Sports Beacon a nonexclusive, royalty-free, fully paid up, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display any Submission in any form, media or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that we may use your Submission, and any ideas, concepts or know how contained

therein, for any purpose including, without limitation, developing, manufacturing, distributing, and marketing products. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission and may provide them to Sports Beacon for Sports Beacon's use. The Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to Sports Beacon except third-party trademarks or service marks, which are the property of their respective owners.

3.5 Third-Party Content. The Services may contain links to third party websites and services. Sports Beacon provides such links as a convenience, and does not control or endorse such third party websites and services. You acknowledge and agree that Sports Beacon has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and that we are not responsible for any aspect of that content, including its legality, accuracy, or appropriateness. You acknowledge and agree that Sports Beacon shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

3.6 Disclaimers of Warranties. The Services are provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although Sports Beacon seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services, and there may at times be unintentional technical or factual errors or inaccuracies. Sports Beacon specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. Sports Beacon does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.

3.7 Limitation of Liability. In no event will Sports Beacon be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Sports Beacon has been informed of the possibility of such damages. By accessing our Services, you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the use and/or misuse of such access. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

3.8 Termination. If you violate these Terms, your ability to access and/or use the Services may be terminated. In addition, Sports Beacon reserves all rights to suspend or terminate some or all of your access to the Site at any time and for any reason, with or without notice to you. You acknowledge and agree that, after your access is terminated, Sports Beacon may continue to store information and content previously provided by you.

4. DEVICE PURCHASE TERMS

4.1 Acceptance of Terms. Customer agrees to be bound by and comply with all of the terms and conditions set forth in this Agreement, including any amendments, supplements, specifications, and other documents referenced herein, including, but not limited to, Customer's purchase orders. Acknowledgement of any purchase order, including by paying any portion of the fees called for by such purchase order, shall constitute full acceptance of the purchase order and this Agreement. Any different or additional terms proposed by Customer are specifically excluded and shall not modify Sports Beacon's rights or obligations under this Agreement.

4.2 Shipping Instructions and Risk of Loss. Unless the purchase order states otherwise, all Goods will be shipped freight prepaid, and all risk of loss, injury, or damage to the Goods shall pass to Customer upon shipment by Sports Beacon. Sports Beacon shall mark each case with a separate case number, name of shipper, contents, designated weights and volumes, and Customer's specification number when applicable. Packaging for international shipments shall comply with applicable regulations and Sports Beacon shall provide any required certifications at Sports Beacon's expense. All invoices and bills of lading shall reference the purchase order number and shipper's case numbers. Original bills of lading or express receipts shall be sent to Customer promptly. Customer may not reject shipments for reasons other than Sports Beacon's failure to comply with shipping instructions.

4.3 Delivery. All deliveries will be made in the quantities and at the times specified in Customer's purchase order. Sports Beacon shall not be liable for minor delays in delivery. Customer shall pay for Goods delivered even if in excess of specified quantities, except as otherwise agreed. All settlements will be based on Sports Beacon's weights or counts. Time is important but minor delays will not constitute a breach.

4.4 Prices and Taxes. The price for the Goods shall be as set forth in the applicable purchase order. Sports Beacon may provide written notice of any price increase at least thirty (30) days prior to the effective date. Customer may terminate the purchase order only as expressly permitted by Sports Beacon in writing. Sports Beacon warrants that pricing is consistent with its standard offerings and may adjust prices based on market conditions. Sports Beacon shall invoice applicable sales tax if Customer is located in a state wherein Sports Beacon has established an economic nexus. If Sports Beacon does not invoice Customer for sales tax, Customer shall be responsible for any applicable use tax filings and fees.

4.5 Invoices and Payments. Invoices may be dated prior to the shipping date. All invoices shall contain Customer's purchase order number. Customer's failure to include purchase order numbers, minor errors, or delays shall not relieve Customer of payment obligations. Sports Beacon may assess reasonable late charges or interest for overdue amounts. Customer may not set off amounts owed unless expressly agreed in writing by Sports Beacon.

4.6 Cancellation. Customer may only cancel purchase orders as expressly permitted by Sports Beacon in writing. Sports Beacon's sole discretion governs any partial or full cancellation.

4.7 Excusable Delays. Sports Beacon shall not be liable for delays due to causes beyond its reasonable control. Sports Beacon must notify Customer of excusable delays, but Customer may not terminate or cancel orders for such delays unless agreed by Sports Beacon.

4.8 Limitations of Liability. Sports Beacon's liability for any breach or alleged breach of this Section 4 or any purchase order shall not exceed the total amount paid by Customer for the applicable Goods. Sports Beacon shall not be liable for incidental, consequential, or punitive damages under any circumstances.

4.9 Warranties. Sports Beacon warrants that, at the time of shipment, the Goods will be in good working condition and conform to the specifications expressly set forth in the applicable purchase order. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SPORTS BEACON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** Customer assumes all risk and responsibility for the use, installation, and performance of the Goods beyond the limited warranty provided herein.

4.10 Returns. Devices may be returned within 30 days if returned in original, undamaged, and complete condition, with all original packaging, with all manuals and accessories, and after obtaining a return merchandise authorization ("**RMA**"). Customer bears shipping/insurance costs. Returns failing these conditions may be rejected or subject to a restocking fee.

4.11 Intended Use and Restrictions. Devices are designed solely for use with Sports Beacon Software and Subscription. Unauthorized modification, reverse engineering, or repurposing:

- (a) Voids any warranty;
- (b) Terminates any Software license;
- (c) Eliminates any return/refund rights.

5. SUBSCRIPTION TERMS

5.1 Service Description and Fee. Sports Beacon will provide Customer with access to the Software (the "**Subscription**"). Customer acknowledges and agrees that: (a) the Software, and the features and functionality of individual modules in the Software, may be modified, suspended, or discontinued at any time without notice; (b) Customer is solely responsible for ensuring that its use of the Software complies with all applicable laws, rules, and regulations; and (c) Customer is responsible for obtaining and maintaining all Customer Systems.

5.2 Customer agrees to pay the monthly fee as set forth at the time of purchase ("**Subscription Fee**"), billed on the first day of each month. Payment of the first Subscription Fee is due on the Effective Date and shall be made in accordance with Section 5.6 of this Subscription Agreement.

5.3 After the Initial Term, Sports Beacon may, at its sole discretion, evaluate and adjust the Subscription Fee. Any adjustment shall not exceed four percent (4%) of the then-current Subscription Fee within any twelve (12) month period. Sports Beacon shall provide at least sixty (60) days' written notice prior to any fee increase. If a proposed increase exceeds four percent (4%), Customer may reject such increase. If Customer rejects, Sports Beacon may either continue the Subscription at the prior rate or terminate this Agreement. No such election by Sports Beacon shall constitute a breach of this Agreement.

5.4 Term. The Subscription commences on the date Customer pays the Subscription Fee, continues for one (1) month, and automatically renews on a monthly basis ("Subscription Term") unless either Party provides written notice of cancellation at least thirty (30) days before the end of the month of cancellation. No refunds will be provided for early cancellation. Cancellation notice by Customer must be sent via e-mail to shankd@sports-beacon.com.

5.5 Termination

(a) **By Customer.** Customer may terminate only in accordance with Section 5.4 and shall remain liable for all Subscription Fees for the Subscription Term..

(b) **By Sports Beacon.** In addition to any rights in Sports Beacon's Terms and Conditions, Sports Beacon may terminate the Subscription if: (a) Customer fails to make any payment when due; or (b) Customer shares licenses or exceeds the number of permitted users. Upon such termination, Sports Beacon may, at its discretion, either invoice Customer for additional usage or terminate Customer's access.

(c) Upon termination by Sports Beacon, Customer's access to the Software is immediately suspended. Sports Beacon shall destroy Customer content within forty-five (45) days, unless otherwise agreed in writing. Customer retains ownership of Customer content and all intellectual property rights therein. Sports Beacon retains ownership of the Software, Services, and any deliverables developed under this Agreement. Upon written request, Sports Beacon will provide Customer a copy of its content within thirty (30) days.

5.6 Payments. All Subscription Fees and other charges are due in full on the first day of each Term. All invoices are payable within thirty (30) days of issuance. Late payments accrue interest at 1.5% per month (or the maximum rate allowed by law), beginning on the last day of the month of the invoice date until payment is received. Customer agrees to pay all fees via the method currently used for Sports Beacon services. Credit card payments incur a 2.6% processing fee; ACH payments incur no additional fee.

5.7 Intended Use. The Software and Services are intended for personal or internal non-commercial use only. Customer shall not use the Software or Services for resale, sublicensing, commercial data redistribution, or any other commercial purpose.

5.8 Limitation of Liability and Disclaimers

(a) No Liability for Downtime or Errors. Customer acknowledges that the Software and Services may be unavailable from time to time due to maintenance, upgrades, outages, or other factors. To the maximum extent permitted by law, Sports Beacon and its licensors or suppliers shall have no liability for any interruptions, downtime, delays, or errors in the operation of the Software or Services, including any loss of data, business interruption, lost profits, lost revenue, or other consequential damages arising therefrom.

(b) Cybersecurity and Data Risks. Customer is solely responsible for securing its Customer Systems and safeguarding access credentials. Sports Beacon and its licensors or suppliers shall not be liable for any loss, theft, or unauthorized access to Customer data, malware, hacking, denial-of-service attacks, ransomware, or other cybersecurity incidents. Customer assumes all risk associated with transmitting or storing data through the Software or Services.

(c) Intellectual Property and Infringement. Sports Beacon does not warrant that the Software or Services will be free from claims of infringement or misappropriation of third-party intellectual property. To the maximum extent permitted by law, Sports Beacon and its licensors or suppliers shall not be liable for any claims, losses, damages, or costs arising from any alleged or actual infringement of patents, copyrights, trademarks, trade secrets, or other proprietary rights.

(d) Other Disclaimers. The Software and Services are provided “as-is” and “as-available,” without warranty of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation. Customer acknowledges that Sports Beacon has not made any representations or warranties regarding the results that may be obtained from the Software or Services.

(e) Cumulative Liability Cap. Notwithstanding any other provision in this Agreement, the cumulative liability of Sports Beacon, its licensors, and suppliers for any and all claims arising under or in connection with this Subscription shall not exceed the total Subscription Fees paid by Customer during the six (6) months preceding the date the claim first arose.

(f) Acknowledgement. Customer expressly acknowledges and agrees that the limitations, disclaimers, and waivers set forth in this Section 5.8 are reasonable and an essential part of the basis of the bargain between the Parties.

6. SOFTWARE LICENSE AGREEMENT (EULA)

6.1 License / Title

(a) License. The Term of this Agreement shall coincide with the Subscription Term (“**License Term**”). During the License Term, and subject to Customer’s compliance with all terms herein, Sports Beacon grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software licensed to and paid for by Customer on the number of

Devices for which Customer has purchased licenses (each a “**Designated System**”), solely for Customer’s internal business use and not for the benefit of any other person or entity.

(b) Ownership. Customer acknowledges that, except for the limited license expressly granted herein, Sports Beacon and its suppliers and licensors retain all rights, title, and interest in and to the Software, including all copies, modifications, and derivative works.

6.2 Site Preparation / Delivery / Installation

(a) Customer Systems. Customer is solely responsible for:

- i. obtaining, deploying, and maintaining all equipment necessary to access and use the Software;
- ii. all maintenance and repairs to Customer Systems;
- iii. maintaining sufficient Internet access for remote support;
- iv. providing qualified personnel to operate the Software;
- v. scheduling and providing access for Sports Beacon training; and
- vi. paying all third-party fees incurred in connection with the foregoing.

(b) Except as expressly set forth in this Agreement, Sports Beacon shall not be responsible for supplying any hardware, software, or other equipment.

6.3 Restrictions

(a) Prohibited Actions. Customer shall not, directly or indirectly, and shall not permit any third party to:

- i. reverse engineer, decompile, disassemble, or otherwise attempt to discover the Software’s source code or underlying algorithms;
- ii. modify, translate, or create derivative works of the Software or documentation;
- iii. rent, lease, distribute, sell, resell, assign, or otherwise transfer Software rights;
- iv. use the Software for timesharing or for the benefit of any person other than Customer;
- v. use the Software for purposes other than its intended use;
- vi. interfere with or disrupt Software integrity or performance; or

vii. attempt unauthorized access to the Software or related systems.

(b) Copying. Except as expressly permitted, Customer shall not copy any Software or documentation. Archival copies require prior written consent from Sports Beacon.

(c) Confidentiality. The Software and related documentation constitute Sports Beacon's confidential information.

(d) Notices. Customer shall not remove copyright or proprietary notices and shall maintain accurate records of Software location and Designated Systems, available for inspection by Sports Beacon during regular business hours with reasonable notice.

6.4 Warranties / Maintenance / Disclaimer

(a) Limited Warranty. For sixty (60) days following delivery ("**Warranty Period**"), Sports Beacon warrants the Software will function substantially in accordance with its supplied user documentation. Customer must provide written notice of any defect during the Warranty Period. If reproducible by Sports Beacon, it will use commercially reasonable efforts to correct the defect, provide a replacement Software with similar functionality, or, at Sports Beacon's option, terminate this Agreement and refund fees for the defective Software for the Subscription Term. This is Customer's sole and exclusive remedy for Defective Software.

(b) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY ABOVE:

- i. THE SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND;
- ii. CUSTOMER USE IS AT CUSTOMER'S OWN RISK;
- iii. SPORTS BEACON DISCLAIMS ALL OTHER EXPRESS, STATUTORY, AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE;
- iv. SPORTS BEACON DOES NOT WARRANT UNINTERRUPTED SERVICE, ERROR-FREE OPERATION, MEETING CUSTOMER REQUIREMENTS, SECURITY FROM MALICIOUS CODE, OR CORRECTION OF DEFECTS; AND
- v. SPORTS BEACON DISCLAIMS LIABILITY FOR ANY DOWNTIME, CYBERSECURITY INCIDENTS, OR INFRINGEMENT CLAIMS.

6.5 Reporting. Customer shall promptly report any use exceeding purchased licenses. Sports Beacon may invoice Customer for additional licenses on a pro-rata basis.

6.6 Inspection. During the License Term, Sports Beacon may inspect Customer records to verify compliance.

6.7 Freedom to Use Ideas. Customer grants Sports Beacon a worldwide, non-exclusive license to any ideas, methods, concepts, know-how, inventions, developments, or improvements created during the License Term.

6.8 Non-Solicitation. During the License Term and for one (1) year post-termination, Customer shall not directly solicit Sports Beacon employees for employment without prior written consent, except in response to general public solicitations or advertisements.

6.9 Government Entities. If Customer is a U.S. Federal Government entity, Software is provided for ultimate Federal Government end use in accordance with FAR 12.211, FAR 12.212, DFARS 252.227-7015, and DFARS 227.7202-3. Any rights outside these regulations require a separate written addendum.

6.10 Export Controls. Customer shall not export Software to embargoed countries, designated nationals, or in violation of U.S. or foreign export laws, including encryption licensing requirements. Customer assumes all responsibility for obtaining required export licenses.

6.11 Electronic Signature / Disclosure Consent. Customer agrees to electronic documents and records in accordance with applicable law. Paper copies available upon request.

6.12 Assignment / Modifications. Customer may not assign or delegate without Sports Beacon's written consent.

7. MISCELLANEOUS

7.1 Disclaimers. The Services are provided "AS-IS" and "AS-AVAILABLE". To the maximum extent permitted by law, Sports Beacon disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. No guarantee is made regarding data accuracy, uninterrupted service, or specific outcomes.

7.2 Limitation of Liability. To the maximum extent permitted by law, Sports Beacon is not liable for indirect, incidental, special, consequential, or punitive damages. Total cumulative liability is limited to the total amount paid for Device or Subscription in the 12 months preceding the claim. Some jurisdictions may limit disclaimers.

7.3 Indemnification

(a) Customer/User agrees to defend, indemnify, and hold harmless Sports Beacon, its members, managers, employees, and agents from claims, damages, losses, liabilities, and expenses arising from:

- i. Misuse of Device, Software, Subscription, or Site;

- ii. Violation of this Agreement, Privacy Policy, or law;
- iii. Violation of third-party rights;
- iv. User disputes with third parties.

(b) Sports Beacon may assume exclusive defense of any matter at our expense.

7.4 Termination. Sports Beacon may terminate or suspend access to any Service for violations. Upon termination, Customer/User must cease use of Device, Software, Subscription, or Site. Ownership, liability, indemnification, and governing law provisions survive termination.

7.5 Governing Law and Venue. This Agreement is governed by the laws of the State of Ohio, without regard to conflict-of-laws principles. Exclusive jurisdiction and venue lie in the state or federal courts located in Mahoning County, Ohio, and the Parties consent to such jurisdiction.

7.6 Modification. Sports Beacon may modify these Terms at any time. Updated terms are effective upon posting. Continued use of any Service constitutes acceptance of revised Terms.

7.7 Contact Information

Sports Beacon LLC
257 Shore Dr., Lake Milton, Ohio 44429
Email: shankd@sports-beacon.com
Phone: 412-862-0775

7.8 Your use of the Services is also governed by the Sports Beacon Privacy Policy, available on the Site. Please review it carefully.