

Terms of Use

Effective as of November 1, 2021

The following terms of use (the "Store Terms") contain the terms and conditions applicable to you and your access to and use of this website (www.d1sportinggoods.com,) including the mobile version and any successor site(s), regardless of how accessed (collectively, the "D1 SPORTS Website"). The D1 SPORTS Website is operated by D1 SPORTS, LLC ("D1 SPORTS"), an Ohio limited liability company, and/or one of its subsidiaries or affiliates, (the "D1 SPORTS Entities"). When used herein, the terms "we," "us" or "our" include D1 SPORTS, the D1 SPORTS Entities and the Partner Entities.

Your use of the D1 SPORTS Website (including any feature, content or application offered by the D1 SPORTS Website) is at all times subject to these Store Terms, as the same may be modified by us, and all applicable laws, rules and regulations. Please read these Store Terms carefully.

1. Acceptance of Store Terms. BY ACCESSING AND USING THE D1 SPORTS WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THESE STORE TERMS. FOR EXAMPLE, SECTION 18 CONTAINS AN ARBITRATION AGREEMENT WHICH STATES THAT YOU MUST ARBITRATE INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY. IF YOU DO NOT AGREE TO BE BOUND BY THESE STORE TERMS, YOU MAY NOT ACCESS OR USE THE D1 SPORTS WEBSITE. Except where prohibited by law, these Store Terms may be changed, modified or altered by us in our sole discretion at any time without prior notice. If we materially change the Store Terms, we will notify you through a notice, updated Store Terms on the D1 SPORTS Website or by email (sent to the email address specified in your account, if any), prior to or upon the change(s) becoming effective. Accordingly, when you access or use the D1 SPORTS Website, you should check the date of the Store Terms and be aware of any changes since the last version. Your continued use of the D1 SPORTS Website following the posting of any changes to these Store Terms means that you accept such changes. Your access to and use of the D1 SPORTS Website will be governed by the Store Terms in effect at the time of such access or use.

2. Other Sources of Terms and Conditions; Promotions and Coupons. In order to participate in or use certain services, promotions, discounts or coupons that may be run from time to time with respect to the D1 SPORTS Website ("Offers"), you may be required to agree to additional or different terms and conditions ("Offer Terms"). If there is a conflict between these Store Terms and any Offer Terms, the Offer Terms shall control and the non-conflicting provisions in these Store Terms will continue to apply. For example, if you seek to redeem a coupon code on the D1 SPORTS Website, your redemption of the coupon code is subject to the specific Offer Terms applicable to that code and to the non-conflicting provisions of these Store Terms. If an Offer does not contain Offer Terms, then only these Store Terms apply. Under these Store Terms, unless otherwise prohibited by law, any Offer: (a) is valid only at the website identified in the

Offer and at no other store; (b) applies to in-stock merchandise only and not to gift cards or services; (c) is not valid for cash or cash equivalents; (d) is limited to one Offer per person; (e) must be entered at checkout and/or in your account to be redeemed; (f) may not be combined with any other coupons or offers; (g) may only be used once; (h) expires on the later of one year from the date of issue or the date required by applicable law, and (i) cannot be reproduced, modified, sold or traded or used to pay any tax, such as sales tax, shipping or any value added service. In addition, some Offers may be in the form of a voucher. If you purchase a voucher with a promotional value beyond the amount paid, you may redeem the voucher for the promotional value until the expiration date, or for the amount paid after the end of the applicable promotional period. We reserve the right to limit, change or cancel any Offer or associated order, without prior notice, even after you have attempted to redeem the Offer or placed your associated order. By using an Offer, you indicate your acceptance of all applicable terms and conditions, including these Store Terms and the Offer Terms, if applicable. Some Offers also may be subject to additional requirements or restrictions imposed by us or participating third parties, such as the vendors or other merchants that issued, sponsored or are associated with the Offer.

3. Use of the D1 SPORTS Website. The content and information posted by us on the D1 SPORTS Website may be used only for informational, personal or other purposes authorized by us. By accessing and using the D1 SPORTS Website, you represent and warrant that: (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the D1 SPORTS Website does not violate any applicable law, rule or regulation. The D1 SPORTS Website is intended for use by residents of the United States ("U.S.") or non-residents that agree to use the Website in accordance with U.S. laws, these Store Terms and the Privacy Policy ("Privacy Policy"). By using the D1 SPORTS Website, you further represent and warrant that you meet these residency requirements. Use of and access to the D1 SPORTS Website is void where prohibited.

4. Unauthorized Use. You may not use the D1 SPORTS Website for any unauthorized use or for any illegal or unlawful purpose. Any unauthorized use or violation of these Store Terms may immediately and automatically terminate your right to use and access the D1 SPORTS Website and may subject you to legal liability. Appropriate legal action may be taken for any illegal or unauthorized use of the D1 SPORTS Website. We may remove any unauthorized content, links, etc. without notice. Some examples of unauthorized, illegal or unlawful use of the D1 SPORTS Website include, but are not limited to:

- Copying, modifying, displaying, performing, distributing, republishing or retransmitting any content or material (including, by way of example, images and text), in whole or in part, from/on the D1 SPORTS Website without our prior written consent;
- Collecting usernames and/or email addresses of users for the purpose of sending unsolicited email;
- Using a framing or similar technique without our prior written permission;
- Creating or maintaining any link from another website to any page on the D1 SPORTS Website without our prior written permission;

- Criminal or tortious activity, including fraud, spamming, spimming (spam by instant message), sending of viruses or other harmful files, copyright infringement, patent infringement or theft of trade secrets;
- Covering or obscuring the banner advertisements on the D1 SPORTS Website, if any, via HTML/CSS or any other means;
- Any automated use of any system, such as using scripts, to alter content;
- Interfering with, disrupting or burdening the D1 SPORTS Website or the networks, systems or services connected to the Website;
- Using any automated system or software to extract data from the D1 SPORTS Website for commercial purposes (including "screen scraping");
- Attempting to impersonate another user or person at checkout or otherwise;
- Using the account, username or password of another user or disclosing your password, as applicable, to any third party or permitting any third party to access your account;
- Displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the D1 SPORTS Website on behalf of that person, such as placing commercial content on the D1 SPORTS Website;
- Using the D1 SPORTS Website for any harassing, threatening, libelous, abusive, obscene or privacy-invasive purposes; or
- Using the D1 SPORTS Website in a manner inconsistent with any applicable law, rule or regulation.

5. **Links to Third Party Sites; Advertisers.** The D1 SPORTS Website may provide you with links or other access to other websites, services, products or content of third parties, including the Other Platforms, as defined below ("Third Party Sites"). We have no control over, and do not endorse, any Third Party Site's services, products or content. You acknowledge and agree that you access such Third Party Sites at your own risk and are wholly responsible for making your own independent judgment regarding your use or interaction with the same. We recommend that you read the terms of use and privacy policies of each Third Party Site that you access.

6. **Privacy Policy.** You agree to our collection, use and sharing of your information, including personal information, as set forth in our Privacy Policy. All provisions of the Privacy Policy are incorporated by reference herein.

7. **Products, Content and Specifications.** The inclusion of any products or services on the D1 SPORTS Website does not imply or warrant that these products or services will be available at any particular time. Products included on the D1 SPORTS Website may be unavailable, may have different attributes than those listed or may actually carry a different price than that stated on the D1 SPORTS Website. In the event a product is listed at an incorrect price due to typographical error or error in pricing or other information, we will have the right to cancel orders of any such product, whether or not the order has been confirmed and/or your credit card or other payment method has been charged. If your credit card has already been charged for the

purchase and your order is cancelled, we will refund any such charges within a commercially reasonable period of time after cancellation. The actual color of products you see will depend in part on your computer system, and we cannot guarantee any color or texture or detail of actual products will be accurate. In no event will anything contained in these Store Terms or any area of the D1 SPORTS Website be construed as a representation or guarantee with respect to any content, services or products. We do not guarantee the accuracy, completeness or usefulness of any descriptions or other content. Further, we do not endorse, and are not responsible for, the accuracy and reliability of any opinion or statement made on the D1 SPORTS Website by any third party, including but not limited to, customers, manufacturers, distributors or suppliers of products and services sold through the D1 SPORTS Website. We assume no responsibility or obligation to modify or remove any inaccurate content. In addition, we may make changes to information about price, availability or other product attributes without notice. We reserve the right, without prior notice, to limit the order quantity on any product or service, to refuse service to any customer or to cancel any order, including after it is submitted. We also may require additional verifications or other information prior to the acceptance and/or shipment of any order. Your receipt of an order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. With respect to the shipment of products and services sold through the D1 SPORTS Website, risk of loss and title for items purchased from the D1 SPORTS Website pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. It also is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from the D1 SPORTS Website. By placing an order, you represent that the products ordered will be used only in a lawful manner, in accordance with all applicable laws, rules and regulations, including copyright law.

8. Property; Intellectual Property. All content of the D1 SPORTS Website (including, without limitation, text, graphics, icons, images, clips and software) is protected by copyright, trademark and other laws. Names, logos, taglines, icons and marks on the D1 SPORTS Website are the exclusive property of D1 SPORTS, the D1 SPORTS Entities or the Partner Entities, all rights reserved, and may not be used by you without our prior written permission. Unless otherwise indicated, all other intellectual property appearing on the D1 SPORTS Website is the property of its respective owner. We reserve all rights not expressly granted in and to the D1 SPORTS Website's content and services.

9. User-Generated Content. Users may be able to post content in certain areas on the D1 SPORTS Website or on other websites or platforms that we own or operate, including on social media platforms such as Facebook, Instagram, Twitter and Pinterest ("Other Platforms"). You are solely responsible for any content (including, without limitation, photos, artwork, videos, text, graphics and other information) you upload, post, display or otherwise provide to us through the D1 SPORTS Website or Other Platforms ("User Content"). We take no responsibility for, and assume no liability for, any User Content posted by you or any other party. Any User Content you post or provide, including any questions, reviews, comments and suggestions, will be treated as non-confidential and non-proprietary. By sharing User Content with us, you grant us a worldwide, royalty-free, perpetual, irrevocable and transferable right to use, copy, reproduce, perform, distribute, display, publish, sell and create derivative works of the

User Content, and to grant and authorize sub-licensees of the foregoing. Additionally, we shall be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products and services which incorporate such User Content. You represent and warrant that: (a) you own the User Content posted by you on the D1 SPORTS Website or otherwise have the right to grant the license set forth in this Section; (b) your User Content does not violate the privacy rights, publicity rights, intellectual property rights or any other rights of any person or entity; and (c) the posting of User Content on the D1 SPORTS Website does not result in a breach of any contract between you and a third party. You agree to pay for all royalties, fees and other monies owing to any person by reason of any User Content you post on the D1 SPORTS Website or Other Platforms. We are under no obligation to screen or monitor User Content, but may review User Content from time to time at our sole discretion to review compliance with these Store Terms. We may reject, refuse to post, edit or remove any User Content at any time without notice, for any or no reason.

10. Termination of Access and/or Account. In addition to any right or remedy that may be available to us under these Store Terms or under applicable law, we may limit, suspend or terminate your access to the D1 SPORTS Website or Other Platforms (including, without limitation, your account registration and your ability to post User Content), at any time, with or without notice, and with or without cause. We also may refer any information on alleged or actual illegal activities, including your identity, to the proper authorities.

11. Term. These Store Terms shall remain in full force and effect while you use or access the D1 SPORTS Website or have an account with the D1 SPORTS Website. See our Privacy Policy for instructions on how to modify or delete your account. All terms that reasonably may be interpreted as surviving, shall survive any termination of these Store Terms.

12. Indemnity. You agree to defend, indemnify and hold D1 SPORTS, the D1 SPORTS Entities, the Partner Entities, their subsidiaries, affiliates, suppliers and licensors, and each of their respective officers, agents, partners and employees, (the "Website Parties") harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, issued by any third party due to or arising out of your use of the D1 SPORTS Website in violation of these Store Terms and/or arising from a breach of these Store Terms (including, without limitation, any breach of your representations and warranties set forth herein).

13. DISCLAIMER OF WARRANTIES. YOUR USE OF THE D1 SPORTS WEBSITE IS AT YOUR SOLE RISK. THE CONTENT AND INFORMATION POSTED ON THE D1 SPORTS WEBSITE, AND THE PRODUCTS AND SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE D1 SPORTS WEBSITE, ARE MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WEBSITE PARTIES DISCLAIM AND EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE D1 SPORTS WEBSITE, ITS CONTENT AND THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE D1 SPORTS WEBSITE.

14. LIMITATION ON LIABILITY. IN NO EVENT SHALL THE WEBSITE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE D1 SPORTS WEBSITE, YOUR INABILITY TO USE THE D1 SPORTS WEBSITE, OR THE PRODUCTS OR SERVICES AVAILABLE THROUGH THE D1 SPORTS WEBSITE, EVEN IF THE WEBSITE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE WEBSITE PARTIES' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (I) THE PURCHASE PRICE FOR THE ITEM AT ISSUE, IF APPLICABLE; OR (II) \$10.00.

15. Third Party Transactions. Through your use of the D1 SPORTS Website, you may have the opportunity to engage in commercial or other transactions with other users, vendors and other third parties. You acknowledge that all transactions relating to any merchandise or services offered by any third party, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the third party seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY THIRD PARTY TRANSACTIONS EXECUTED THROUGH OR IN CONNECTION WITH THE D1 SPORTS WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH THIRD PARTY TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS OR INFORMATION AVAILABLE ON OR THROUGH THE D1 SPORTS WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US. IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED FROM A THIRD PARTY ON OR THROUGH THE D1 SPORTS WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS FROM THE MANUFACTURER OF SUCH PRODUCTS OR SUPPLIER OF SUCH SERVICES, IN ACCORDANCE WITH SUCH MANUFACTURER'S OR SUPPLIER'S WARRANTY, OR TO SEEK A RETURN AND REFUND FOR SUCH THIRD PARTY PRODUCTS OR SERVICES IN ACCORDANCE WITH THE RETURNS AND REFUNDS POLICIES POSTED BY THE THIRD PARTIES, IF APPLICABLE.

16. U.S. Export Controls. Software made available to you by the D1 SPORTS Website (the "Software"), if any, is subject to U.S. export controls. No Software may be downloaded from the D1 SPORTS Website or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

17. Governing Law. These Store Terms and your use of the D1 SPORTS Website will be governed by federal and Ohio law, regardless of the conflict of law provisions thereof and regardless of where you live or from where you access or use the D1 SPORTS Website.

18. Arbitration/No Class Action. Except where prohibited by law, as a condition of using the D1 SPORTS Website, you and we agree that any and all disputes, claims and causes of action (collectively, "Claims") arising out of or connected with the D1 SPORTS Website (except for small claims court Claims, if applicable) shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association ("AAA"), including the Supplementary Procedures for Consumer-Related Disputes, for full and final settlement of such Claim, applying the Federal Arbitration Act and other federal arbitration laws. You and we also agree that (a) any Claims will be resolved individually and not through any class action; (b) if a Claim proceeds in court anyway, we both waive any right to a jury trial; and (c) either you or we may seek a court injunction regarding intellectual property infringement. Arbitration does not involve a judge or jury. Although court review of an arbitration award may be limited, an arbitrator is empowered to award the same damages and relief as a court, including injunctive relief or statutory damages. The arbitration may be conducted via telephone, written submissions or in person at a mutually agreed location. Payment of all filing, administration, arbitrator and/or mediator fees ("Fees") will be governed by AAA's rules. The AAA's rules are available at: www.adr.org. Unless the AAA arbitrator determines that your Claim was frivolous, we will (i) reimburse you for the Fees paid by you, and (ii) will not seek reimbursement from you for our attorneys' fees and costs associated with the arbitration. You and we further agree that an award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Ohio, or the United States District Court for the Northern District of Ohio. For any Claims that are not subject to arbitration, if any: (y) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within the State of Ohio (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; and (z) you and we waive any and all rights to trial by jury with respect to any Claims. You agree that you must assert all claims against us within one (1) year from the date of the applicable purchase or, if no purchase was made, from the date the claim first accrued.

19. Miscellaneous. We may give you notice of certain events from time to time and may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the D1 SPORTS Website or (if we choose to do so in our sole discretion) delivering them to you through email if you have provided us with your accurate email address. Our failure to exercise or enforce any right or provision of these Store Terms shall not operate as a waiver of such right or provision. The section titles in these Store Terms are for convenience only and have no legal or contractual effect. These Store Terms and your account on the D1 SPORTS Website are personal to you and may not be transferred or assigned. Our performance under these Store Terms is subject to existing laws and legal process, and nothing contained in these Store Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the D1 SPORTS Website or information provided to or gathered by us with respect to such use. If any part of these Store Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be

deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Store Terms shall continue in effect. These Store Terms, together with any additional terms and conditions or policies referred to and incorporated herein (including the [Privacy Policy](#) and/or additional terms applicable to various parts of the D1 SPORTS Website), constitute the entire understanding between you and us.

21. Contact Information. D1 SPORTS, LLC, 7289 State Route 43, Kent, Ohio 44240.