



## **AMERICAN BASKETBALL ASSOCIATION MEXICO**

### **TERMS AND CONDITIONS FOR WWW.ABAMX.COM**

#### **1. OWNERSHIP AND USE RESTRICTIONS**

**Welcome to ABAMX.com, the official digital platform of the Mexican American Basketball Association (ABA Mexico). ABAMX.com is operated by ABA TV Media Network, LLC ("ABAMX TV"), ABAMX TV, LLC ("ABAMXTV"), ABAMX Properties, Inc. ("WWW.ABAMX.COM") (ABAMXSTORE, ABAMXCAREFOUNDATION, and ABAMX PLAYERS ASSOCIATION, collectively referred to as the "ABA Entities"), and ABA MEXICO TV NETWORK Digital Basketball Services, Inc. ("ABAMXTV") (ABAMXTV NETWORK and the ABA Entities shall each, and collectively, be referred to herein as the "Operator," "we," "our," and/or "us").**

**All basketball-related content and materials found within our Services, including but not limited to videos, audios, photos, texts, images, statistics, updated scores, logos, and other intellectual**

**property related to ABA Mexico and its member teams ("Basketball Content"), are owned, licensed, controlled, and/or entitled to use by the Operator. You may not reproduce, republish, upload, post, modify, reuse, transmit, distribute, copy, publicly display, link to, or otherwise use any Basketball Content from our Services without the written permission of the ABAMX TV NETWORK Operator.**

**We have created and maintain ABAMX.com for your personal entertainment, information, education, and communication. If the functionality is available, you may download materials displayed on our Services to a single computer for your personal, noncommercial use. However, you must retain all intellectual property notices, including copyrights and other proprietary notices, associated with the materials. Reproduction, distribution, modification, display, transmission, reuse, reposting, linking, or use of any materials from our Services for public or commercial purposes on other websites, social media platforms, or elsewhere is strictly prohibited without the written permission of the Operator. Modifying materials displayed on ABAMX.com violates our intellectual property rights, including copyright and other proprietary rights.**

**The name and logo of the Mexican Basketball Association ("ABA Mexico") and the names, symbols, logos, trademarks, service marks, computer links, emblems, designs, uniform trade dress, trade dress colors, game action photographs, video footage, and other identifiers and/or content of ABAMX.com and ABA Mexico are the exclusive intellectual property (collectively, "Intellectual Property") of ABA Properties, USA, and/or ABA Mexico. Any other trademarks, logos, names, symbols, service marks, computer links, emblems, designs, trade dress, photographs, footage, and other identifiers and/or content appearing on our Services are the Intellectual Property of their respective owners. Using any Intellectual Property, including trademarks and copyrighted works, displayed on ABAMX.com or any other content on our Services, except as provided in these Terms of Use, is strictly prohibited without the written permission of the respective owner. Your use of Intellectual Property displayed on our Services may infringe upon the rights of third parties not owned by or affiliated with the Operator.**

**Images of individuals or places displayed on ABAMX.com either belong to the Operator, are used with permission, or are entitled to use**

**by the Operator. Unauthorized use of these images is prohibited unless explicitly permitted by these Terms of Use or specific permission provided elsewhere on ABAMX.com. Unauthorized use may result in violations of copyright laws, trademark laws, privacy and publicity laws, and communications regulations. The Operator does not warrant or represent that your use of materials displayed on ABAMX.com will not infringe upon the rights of third parties not affiliated with the Operator.**

## **2. REGISTRATION**

**In order to access certain features of ABAMX.com, you may be required to register for an account. When registering, you agree to provide accurate, current, and complete information about yourself as prompted by the registration form. You also agree to maintain and update your information to keep it accurate, current, and complete. The Operator may terminate your account and deny you access to the Services if you provide false, misleading, or incomplete information or if you fail to update your information in a timely manner.**

**You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, mobile device, or other devices. You agree to accept responsibility for all activities that occur under your account or password. In the event of any unauthorized use of your account or any other breach of security, you agree to notify the Operator immediately.**

**You are responsible for ensuring that all information you provide for registration and throughout your use of ABAMX.com is accurate, current, and complete. The Operator reserves the right to refuse registration, suspend or terminate accounts, and remove or edit content submitted by users if they violate these Terms of Use or are otherwise harmful to the platform.**

### **3. MESSAGE FEATURES**

**ABAMX.com may provide you with the ability to send messages, comments, and other communications ("Messages") to other users or to post Messages on public forums. You are solely responsible for the content of your Messages and any consequences arising from sending**

**or posting them. The Operator does not endorse and is not responsible for the accuracy or reliability of any Messages posted through our Services.**

**By using the Message features, you agree to abide by the following rules:**

- **Messages must be respectful and relevant to the topic.**
- **You may not post content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.**
- **You may not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.**
- **You may not post any advertising, promotional materials, or any other form of solicitation without the Operator's prior written consent.**

**The Operator reserves the right to remove, edit, or refuse to post any Messages that violate these Terms of Use or that are otherwise objectionable. We may also suspend or terminate your account if you engage in conduct that violates these rules.**

#### **4. SUBMISSIONS**

**ABAMX.com may offer you the opportunity to submit content such as photos, videos, comments, or other materials ("Submissions"). By making a Submission, you acknowledge and agree that you are granting the Operator and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your Submission in any media, whether now known or later developed.**

**You represent and warrant that you own or have the necessary rights, licenses, permissions, and consents to make the Submission and to grant the rights to the Operator as outlined above. You further agree that your Submissions will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right.**

**The Operator does not endorse any Submission or any opinion, recommendation, or advice expressed therein, and the Operator**

**expressly disclaims any and all liability in connection with Submissions. The Operator reserves the right to remove, modify, or refuse to post any Submission for any reason.**

## **5. VOTES, CONTESTS, AND SWEEPSTAKES**

**From time to time, ABAMX.com may host voting, contests, sweepstakes, or other promotions ("Promotions"). Participation in these Promotions is subject to additional terms and conditions that will be made available to you at the time of the Promotion. By participating in a Promotion, you agree to read and comply with these additional terms and conditions. Promotions may have eligibility requirements, such as age restrictions or residency limitations, that you must meet to participate.**

## **6. LINKS**

**ABAMX.com may contain links to third-party websites that are not owned, operated, or controlled by the Operator. These links are provided for your convenience, and the Operator does not endorse, recommend, or guarantee the content, products, or services offered on**



**these third-party websites. The Operator is not responsible for the content, accuracy, or practices of these websites. Accessing and using third-party websites is at your own risk, and you should review the terms of use and privacy policies of those websites before interacting with them.**

## **7. MODULAR CONTENT**

**Certain features of ABAMX.com may allow you to access, use, or download modular content, such as widgets, plugins, or applications ("Modular Content"). The Operator grants you a non-exclusive, revocable license to use the Modular Content solely for your personal, noncommercial use, provided that you comply with these Terms of Use and any additional terms and conditions associated with the Modular Content. You may not modify, distribute, sell, sublicense, or create derivative works based on the Modular Content.**

## **8. MOBILE CONTENT & TEXT MESSAGE CAMPAIGNS**

**It may offer mobile content or text message campaigns that you can opt in to receive. By participating in these campaigns, you consent to receive text messages and other communications from the Operator and its affiliates to the mobile number you provide. Standard message and data rates may apply, and you should review the terms and conditions associated with each campaign for more details.**

## **9. NBA STATISTICS**

**ABAMX.com may provide you with access to statistics related to the Mexican Basketball Association (ABA Mexico) and its member teams ("ABAMX Statistics"). You acknowledge that ABA Statistics are provided for informational purposes only and are not guaranteed to be accurate, complete, or up-to-date. The Operator is not responsible for any decisions made based on ABA Statistics, and you use them at your own risk.**

## **10. ABA STORE ON ABAMX.COM**

**ABAMX.com may feature an online store ("ABAMX Store") where you can purchase merchandise related to the Mexican American Basketball Association (ABA Mexico). Your use of the ABAMXStore is subject to the ABAMX Store's terms of use, privacy policy, and any additional terms and conditions provided by the Operator or the ABAMX Store.**

**11. DISCLAIMER OF WARRANTIES AND DAMAGES; LIMITATION OF LIABILITY**

**ABAMX.com and its content are provided "as is" without warranties of any kind, either express or implied. The Operator disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Operator does not warrant that ABAMX.com will be available, uninterrupted, error-free, or free of viruses or other harmful components.**

**To the extent permitted by law, the Operator shall not be liable for any direct, indirect, incidental, special, consequential, or punitive**

**damages arising out of or in connection with your use of ABAMX.com or the content provided on it. Your sole and exclusive remedy for dissatisfaction with ABAMX.com is to stop using the platform.**

## **12. NOTICE**

**All notices, requests, and other communications related to these Terms of Use or your use of ABAMX.com should be provided in writing and sent to the address or email address specified in the Contact Us section of ABAMX.com. The Operator may also provide notices to you through www.abamx.com messaging system or other means, including email, mobile notifications, or regular mail. It is your responsibility to keep your contact information up to date and to regularly check for messages from the Operator.**

## **13. INDEMNIFICATION**

**By using ABAMX.com, you agree to defend, indemnify, and hold harmless the Operator, its affiliates, partners, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable**

**attorneys' fees) arising out of or related to your violation of these Terms of Use, your use of ABAMX.com, or any content you submit, post, transmit, or otherwise make available through ABAMX.com.**

#### **14. TERMINATION OF SERVICE**

**The Operator reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to ABAMX.com at any time, with or without cause. The Operator may also discontinue, modify, or change ABAMX.com or its features at any time without prior notice. Upon termination, you must cease all use of ABAMX.com and any content obtained from it.**

#### **15. COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS**

**Your use of ABAMX.com is subject to all applicable laws, regulations, and ordinances, including but not limited to intellectual property laws, privacy laws, and laws related to online conduct. You are solely responsible for ensuring your compliance with these laws and for obtaining any necessary licenses or permissions.**

## **16. NOTICE OF COPYRIGHT INFRINGEMENT**

**If you believe that your work has been copied and posted on ABAMX.com in a way that constitutes copyright infringement, please provide the Operator's designated copyright agent with the following information: a description of the copyrighted work, the location on ABAMX.com where the material is located, your contact information, a statement of good faith belief, and a statement that the information provided is accurate.**

## **17. DISPUTE RESOLUTION; SMALL CLAIMS COURT; AGREEMENT TO ARBITRATE**

**Any disputes or claims arising out of or in connection with your use of ABAMX.com or these Terms of Use shall be resolved through arbitration in accordance with the Mexican Arbitration Law. You agree to submit to the exclusive jurisdiction of the competent courts located in Mexico for the purpose of enforcing an arbitration award or seeking injunctive relief.**

### **18. CLASS ACTION WAIVER; JURY TRIAL WAIVER**

**You and the Operator agree that any dispute resolution proceedings will be conducted on an individual basis and not as a plaintiff or class member in any purported class or representative action. You also waive the right to a trial by jury and understand that the right to pre-trial discovery may be limited in arbitration.**

### **19. CHOICE OF LAW; FORUM SELECTION**

**These Terms of Use and your use of ABAMX.com shall be governed by and construed in accordance with the laws of Mexico, without regard to its conflict of law principles. Any legal action or proceeding arising out of or related to these Terms of Use shall be brought exclusively in the competent courts located in Mexico.**

### **20. INJUNCTIVE RELIEF**

**You acknowledge that a breach of these Terms of Use may cause irreparable harm to the Operator for which monetary damages**

**would not be an adequate remedy. In such cases, the Operator may seek injunctive relief or other equitable remedies to prevent or restrain the breach.**

## **21. MISCELLANEOUS**

**These Terms of Use constitute the entire agreement between you and the Operator regarding your use of ABAMX.com. If any provision of these Terms of Use is found to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. The failure of the Operator to enforce any right or provision of these Terms of Use shall not constitute a waiver of that or any other right or provision.**

