DIGITAL TERMS OF USE
EFFECTIVE DATE: October 23, 2023

These Digital Terms of Use (the "TOU") are effective as of the date shown above and were most recently revised on October 23, 2023.

IMPORTANT NOTICES: THESE TOU CONTAIN AN ARBITRATION AGREEMENT, A CLASS AND COLLECTIVE ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS AS DETAILED IN SECTIONS O and P. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. YOU HAVE AN OPPORTUNITY TO OPT OUT OF THE ARBITRATION AGREEMENT AS SET FORTH BELOW. PLEASE REVIEW THESE PROVISIONS CAREFULLY.

A. Scope of Policy

These TOU apply to your access and use of the Pacers Family's digital platforms, including Pacers Family websites (e.g., Mobile Wallet Website (defined below)), apps (e.g., mobile apps, tablet apps), the Mobile Wallet (defined below), and online content offerings. The Pacers Family includes Pacers Basketball, LLC d/b/a Indiana Pacers and Pacers Sports & Entertainment, Fever Basketball, LLC d/b/a Indiana Fever, Pacers Basketball Development, LLC d/b/a Indiana Mad Ants, Pacers ESports, LLC d/b/a Pacers Gaming, Fieldhouse Management, LLC d/b/a Gainbridge Fieldhouse, the 2021 All-Star, Inc. d/b/a NBA All-Star 2024 and Pacers Foundation, Inc. (collectively, the "Pacers Family," "we," "us," "our" and "ours"). You accept and agree to be bound by these TOU when you use the Pacers Family's digital platforms, including, without limitation, when you view or access videos or other content.

Please read these terms and conditions of use carefully before using any Pacers Family websites, including, but not limited, to the Mobile Wallet Website (the "Web Sites"), associated Pacers Family apps (e.g., mobile apps, tablet apps), the Mobile Wallet, and/or associated content offerings (collectively, the "Services"). Your access to and use of the Services is subject to the following terms and conditions (including the Pacers Family Privacy Policy, found **here**) and all applicable laws. By accessing and using the Services, you signify your assent to these TOU. If you do not agree to these TOU, do not use the Services. These TOU may be amended or modified, or new conditions may be imposed, at any time. Any such changes or additions will be reflected by an update of this posting. Please check these TOU periodically for changes. Your continued use of the Services following the posting of changes to these TOU (including the Pacers Family Privacy Policy) will mean you accept those changes and that such changes shall apply to your use of the Services after such changes have been posted.

B. Ownership and Use Restrictions

The content and materials contained within the Services (including but not limited to, video, audio, photos, text, images, statistics, updated scores, logos and other intellectual property related to the Pacers Family) ("Content") are owned, licensed, controlled, and/or entitled to be

used by the Pacers Family. No Content from the Services may be reproduced, republished, uploaded, posted, transmitted, reproduced, distributed, copied, publicly displayed or otherwise used except as provided in these TOU without the written permission of Pacers Family.

Pacers Family maintains this Services for your personal entertainment, information, education, and communication. Where the function is available, you may download material displayed on the Services to any single computer only for your personal, noncommercial use, provided you also maintain all intellectual property, including copyright and other proprietary notices contained on or associated with the materials. You may not, however, distribute, reproduce, republish, upload, display, modify, transmit, reuse, repost, link to, or use any materials of the Services for public or commercial purposes on any other Web site, social media platform, or otherwise without our written permission. Modification of any materials displayed on the Services is a violation of the Pacers Family's intellectual property, including copyright and other proprietary rights. We make no warranties or representations to you that your use of any materials displayed on the Services will not infringe the rights of third parties.

Unless otherwise indicated, all logos, names, symbols, emblems, designs, uniform trade dress or colors, game action photographs, video footage, marks, and other content on the Services are trademarks, copyrights, or service marks owned or used under license by us. The use or misuse of any of these marks or other information is strictly prohibited. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any logo, name or mark displayed on the Services without the written permission of Pacers Family. Your use of the names, logos and/or marks displayed on the Services, or any other content on the Services, except as provided in these TOU, is strictly prohibited.

The use of any of the images of people or places displayed on the Services by you, or anyone else authorized by you, is prohibited unless specifically permitted by these TOU or specific permission provided elsewhere on the Services. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Pacers Family neither warrants nor represents that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with the Pacers Family.

NBA, WNBA and NBA and WNBA member team trademarks, logos, identifications, statistics, game action photographs, and video and audio are the exclusive property of NBA Properties, Inc. and/or WNBA Enterprises, LLC, as applicable, and each of their member teams and may not be used without the prior written consent of NBA Properties, Inc. or WNBA Enterprises, LLC, as applicable.

C. Team Store

The Team Store is located at www.pacersteamstore.com (the "Team Store Site"). The Team Store Site is owned by Pacers Basketball, LLC, and operated by the Pacers Family and Legends Hospitality, LLC (http://www.legends.net).

By placing an order on the Team Store Site, you shall pay Pacers Family all amounts accrued in your account, including sales tax and shipping and handling charges, when due. Your ability to purchase merchandise is subject to limits established by us and/or your credit card issuer. Pacers Family may bill your credit card at the time merchandise is ordered. Pacers Family may, in its sole discretion, decline service to or terminate your Team Store Site account without notice.

We reserve the right, in our sole discretion, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer.

You may have the option to personalize certain merchandise ordered on the Team Store (e.g., jerseys). We reserve the right, in our sole discretion, without prior notice, to refuse to fulfill any order for merchandise containing personalized content which we deems to be illegal, offensive or inappropriate.

Questions relating to the Team Store Site, merchandise and its fulfillment should be directed to Pacers either by: (i) e-mail to customerservice@pacers.com, or (ii) telephone at 317-917-2755. You may also refer to the Contact Us section of the Team Store Site for more information.

D. Registration

1. Registration Data: If you create an account while using the Services or otherwise opt to register for any portion of the Services (including, mobile alerts and other mobile entertainment content, such as news, scores, videos, and other information or data via SMS, MMS, WAP, BREW, and other means of mobile content delivery to certain compatible mobile devices (together, the "Mobile Service")), you agree to: (a) provide true, accurate and complete information about yourself as prompted by the registration form ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You may only maintain one active account. If we have reasonable grounds to suspect that you are maintaining more than one account, or that the Registration Data is untrue, inaccurate or incomplete, we shall have the right to suspend or terminate your account and refuse any and all current or future use of the Services or the Mobile Service (or any portion thereof). You acknowledge and agree that the Pacers Family shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including, but not limited to, your failure to receive critical information about the Services or the Mobile Service or your account. You further agree that we are authorized to verify such Registration Data.

You acknowledge and agree that we may rely on the Registration Data to send you important information and notices regarding your account and the Services. From time to time, we may send you newsletters, cart reminders, and other personal and promotional messages by email or SMS/MMS. You can unsubscribe from our newsletters and other promotions through the unsubscribe mechanism contained in the applicable message. For more information about our text message campaigns, please see Section H below (titled "Mobile Content & Text Message Campaigns").

2. Username and Password: If you opt to register for any portion of the Services (including the Mobile Service), you may be required to establish an account and provide a username and

password. You authorize the Pacers Family to process any and all account transactions initiated through the use of your username and password. You are solely responsible for maintaining the confidentiality of your username and password and must immediately notify us of any unauthorized use of your username and password. You acknowledge and agree that you are responsible for any unauthorized activities, charges and/or liabilities made through the use of your username and password. In no event will the Pacers Family be liable for the unauthorized use or misuse of your username and/or password. We may need to change usernames allocated to certain of our products and services and we reserve the right to do so. You will be informed of this if we makes such a change. We collect and use your username, password and other Registration Data in accordance with our Pacers Family Privacy Policy.

3. Access Without Registration: This Services may provide you with access to some products and services without you having to register as a user, such as signing up for Mobile Alerts via SMS. In each such case your identification is based on means of identification that we deem appropriate, such as your mobile telephone number.

E. Message Features

The Services may offer opportunities for you to send messages or postings in connection with various features including customer reviews, discussions, postings, transmissions, bulletin boards, email, chats with special guests, online polls and petitions, and forums to communicate with other users ("Message Features"). In order to participate in any Message Feature, you may be required to provide accurate and complete personal information consisting of your name and email address, which shall be collected pursuant to the Privacy Policy of the Services.

You must use Message Features in a responsible manner. You must not transmit any message ("Message") in connection with any Message Feature that: (i) restricts or inhibits any other user from using and/or enjoying the Services; (ii) is unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent; (iii) constitutes, advocates, or encourages conduct that would constitute or give rise to a criminal offense, civil liability, or other violation of any local, state, national, or international law; (iv) violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right; (v) contains or introduces a virus, a worm, a time bomb, a time lock, or any other malicious or harmful component; (vi) contains any information, software, or other material of a commercial nature; (vii) contains advertising, promotions, or commercial solicitations of any kind; (viii) constitutes or contains false or misleading indications of origin or statements of fact; or (ix) contains material irrelevant to the subject matter of the Message Feature.

We shall have the right, but not the obligation, in our sole discretion to review, edit, or delete any Message transmitted in any Message Feature that: (i) violates any term of these TOU; or (ii) is otherwise illegal, offensive, or inappropriate. Depending on the nature of the violation, we shall have the sole discretion to terminate your access to the Services. Please be advised that we may cooperate with any law enforcement authorities or court order requesting or us to disclose personal information of anyone who submits a Message that violates the foregoing terms in accordance with the Pacers Family Privacy Policy.

Although we may from time to time monitor or review Messages submitted in the Message Features on the Services, we are under no obligation to do so and assumes no responsibility or liability arising from the content of any Message nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. The display of any Message in any Message Feature does not constitute approval or endorsement by us.

Messages submitted through the Message Features, including, but not limited to, any data, questions, comments, or suggestions, **are,** and will be treated as, nonconfidential and nonproprietary. Messages also include answers generated by the Message Features. By submitting a Message through the Message Features, you acknowledge that any information disclosed by you therein (i) may be used by any third party; (ii) is not confidential and may be read or intercepted by others; (iii) creates no confidential, fiduciary, contractually implied, or other relationship between you and the Pacers Family other than pursuant to these TOU; and (iv) is subject to the grant of rights to the Pacers Family described in Section F below.

F. Submissions

By transmitting any Message (see Section E above regarding "Messages") or submitting creative ideas, concepts, know-how, techniques, suggestions, opinions, votes or materials (collectively, "Submissions"), you are automatically granting us a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable rights and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Messages and Submissions, in whole or in part, in any form, media or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others (collectively, "Rights"). All Submissions, whether solicited or unsolicited, shall become and remain the property of the Pacers Family. This means that anything submitted by you to or through the Services may be used by us for any purpose, now or in the future, without any payment to, or further authorization by, you. We also have the right, but not the obligation, to use your name in connection with the broadcast, print, online or other use or publication of your Submission.

1. Solicited Submissions: At times, we may solicit Submissions from visitors to the Services, including, but not limited to, information, ideas, artwork, creative materials or input, or other materials. For information on how solicited Submissions will be used, please review any notices of planned use posted where we solicit the Submission. Your provision of information in response to such a solicitation is a grant by you to the Pacers Family of the Rights described above.

2. Unsolicited Submissions: Although we are pleased to hear from you and welcome your comments regarding the Services and the Pacers Family, our policies do not permit us to accept or consider unsolicited Submissions. We hope you will understand that it is our intent to avoid the possibility of future misunderstandings, legal or otherwise, when creative ideas, concepts or materials we may develop might appear to be similar to your Submission(s). Accordingly, you may not send us any unsolicited Submissions, we assume no responsibility for reviewing such

Submissions, and we will not incur any liability as a result of any similarities between your Submissions and our products or programs. In the event you do submit unsolicited Submissions to us, such Submissions shall be deemed, and shall remain, our property. As is the case with solicited Submissions, your submission of any unsolicited Submission shall constitute a grant by you to us of all the Rights described above.

G. Votes, Contests and Sweepstakes

The Services may offer you opportunities to vote in connection with certain events, and also to enter contests and sweepstakes. By casting a vote, or entering contests or sweepstakes, you agree to all additional terms and conditions set forth on the Services applicable to the balloting, or contest or sweepstakes, as well as to the terms set forth in these TOU.

H. Mobile Content & Text Message Campaigns

1. **Mobile Service.** You acknowledge and agree that the Mobile Service is for your personal use and may be used only on your personal mobile device ("Mobile Device"). To the extent the Mobile Service requires designation of your Mobile Device during a registration or other process, the Mobile Service may only be used on the designated Mobile Device. You agree that you may not otherwise transmit, broadcast, upload to any computer or other mobile device, create derivative works of, or make commercial use of the Mobile Service, including, but not limited to, any mobile alert (a "Mobile Alert"). You may not, or attempt to (or otherwise authorize, encourage or support others' attempts to) circumvent, re-engineer, decrypt, break or otherwise alter or interfere with the Mobile Service, including, but not limited to, any Mobile Alert. We make no representation as to the compatibility of your Mobile Device with the Mobile Service, and you acknowledge and agree that we shall have no liability for the compatibility or non-compatibility of your Mobile Device with the Mobile Service. For clarity, the Mobile Service constitutes part of the Services and is therefore subject to the other provisions of these TOU and the Pacers Family Privacy Policy. In addition, on Services pages where the Mobile Service (including any Mobile Alert) is offered, we may post additional terms (e.g., regarding additional fees) that apply to your use of the Mobile Service, and your use shall also be subject to those additional terms.

2. **Access to the Mobile Service.** In order to use the Mobile Service, you must have a mobile communications subscription with a participating wireless service provider (a "Carrier"), or otherwise have access to a mobile communications network for which we make the Mobile Service available, as well as any Carrier services necessary to download content to your Mobile Device.

Message and data rates may apply. Please contact your participating Carrier for details. In addition, you are responsible for ensuring that your equipment and/or software do not disturb or interfere with the Pacers Family's operations. Any equipment or software causing interference with the Pacers Family's operations and/or the Mobile Service shall be subject to immediate disconnection from the Mobile Service by the Pacers Family. If any upgrade in or to the Mobile Service requires changes in your equipment or software, you must effect these changes at your own expense.

3. **Your Electronic Agreement to Receive Text Messages; E-Sign Disclosure.** When you agree to receive text messages, you also consent to the use of an electronic record to document your agreement. To stop receiving text messages from a member of the Pacers Family's text message program, follow the instructions provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

Consent to receive text messages is not a condition of purchasing a good or service.

4. **Who Can Receive Text Messages?** By signing up to receive texts, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent, legal guardian or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these TOU, which form a binding agreement between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts. You are responsible for notifying the Pacers Family immediately if you change your mobile number. You agree to indemnify the Pacers Family in full in connection with any third-party claims related to or caused by your failure to immediately notify the Pacers Family if you change your mobile number.

5. **Cancellation of Text Messages.** To stop receiving text messages from a specific member of the Pacers Family's text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive (or respond STOP to the respective text message). After doing so, you will receive confirmation of your opt-out via text message. Texting STOP does not cancel all text message subscriptions. If you have signed up for more than one member of the Pacers Family's text message programs, you will need to text STOP to the short code provided for each program from which you no longer wish to receive text messages.

You understand and agree that texting "STOP" does not constitute a "do not call" request. You understand and agree that terms other than "STOP" may not be recognized as a cancellation request and the Pacers Family bears no responsibility for not processing an opt-out that uses a term other than "STOP."

6. **What If I Want More Information?** To request more information, simply text HELP to the short code provided in the applicable text message program (or reply to the text with the word HELP) about which you have questions.

7. **How Many Text Messages Will I Receive?** When you opt-in to a specific text message program, we will send you a message to confirm your signup. You will receive one message per request.

The number of text messages you receive as part of a specific text message program may vary significantly, depending in part on the specific text message program for which you sign up.

Details regarding the type and frequency of text messages are included in the description of each applicable text message program.

8. **Who Are the Participating Carriers?** Content is not available on all carriers and carrier participation could change.

Consult with your carrier to see if it participates in a particular text message program.

The content is not compatible with all mobile phone models. Pacers Family will not be liable for any delays in the receipt of any text messages or changes to participating carriers, as delivery is subject to effective transmission from your carrier with active participation at that time.

9. **How are the Text Messages Sent?** Pacers Family or its vendor may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you supply when you request to receive the text messages.

I. Mobile Wallet

1. General. The Services may provide you with access to the Fieldhouse Mobile Wallet (the "Mobile Wallet") for contactless payments at designated locations at Gainbridge Fieldhouse and such other locations as determined by the Pacers Family. In addition to these TOU and all applicable laws, your access to and use of the Mobile Wallet is subject to all additional terms and conditions established by the Pacers Family (the "Supplemental Terms"). **Supplemental Terms include the terms set forth at www.mobilewallet.pacers.com (the "Mobile Wallet Website").** By accessing or using the Mobile Wallet or the Mobile Wallet Website, you signify your assent to be bound by these TOU and the Supplemental Terms. In addition to the notifications set forth in Section J of these TOU, titled "Changes to Our TOU", we may modify the Supplemental Terms at any time and, accordingly, we urge you to frequently review the Supplemental Terms. Changes to the Supplemental Terms will be posted on the Mobile Wallet Website. Your continued use of the Mobile Wallet or the Mobile Wallet Website following the posting of changes to the Supplemental Terms will mean you accept those changes and that such changes shall apply to your use of the Mobile Wallet and the Mobile Wallet Website after such changes have been posted. For additional information regarding Mobile Wallet eligibility, please see the Supplemental Terms.

2. Orders. By placing an order or making a purchase via the Mobile Wallet, you shall pay the Pacers Family or such other designated Pacers Family vendor (e.g., Pacers Family's concessionaire) all amounts applicable to your purchase, including all applicable tax, when due. Your ability to purchase products or services via the Mobile Wallet is subject to any limits established by us and/or your credit or debit card issuer. The Pacers Family or its vendors may bill your credit or debit card at the time the product and/or service is ordered. The Pacers Family may, in its sole discretion, decline service to or terminate your Mobile Wallet account without notice. We reserve the right, in our sole discretion, without prior notice, to limit the order quantity for any product or service and/or to refuse service to any customer. All refunds for products and services purchased via the Mobile Wallet will be addressed in accordance with Pacers Family's or the applicable vendor's refund policy, as applicable.

3. Your Conduct. You agree to use the Mobile Wallet in accordance with all applicable laws and regulations as well as any policies, requirements, or regulations of networks connected to the Mobile Wallet. You agree not to use the Mobile Wallet for illegal or fraudulent purposes, or for any other purposes that are prohibited by these TOU or the Supplemental Terms. You further agree not to interfere with or disrupt the functioning or features of the Mobile Wallet (including accessing the service through any automated means) or any servers or networks connected thereto. Unauthorized access to, use of, or monitoring of data or traffic on the Mobile Wallet is strictly prohibited.

4. Questions. Questions relating to the Mobile Wallet should be directed to Pacers Sports & Entertainment either by: (i) telephone at (317) 917-2827 or (ii) e-mail to pacerselite@pacers.com.

J. Changes to Our TOU

We may modify these TOU at any time and, accordingly, we urge you to frequently review it. Changes to these TOU will be posted on this page. Your continued use of the Services following the posting of changes to these terms (including the Privacy Policy) will mean you accept those changes and that such changes shall apply to your use of the Services after such changes have been posted.

K. Release of Liability and Indemnification

You hereby agree to defend, indemnify and hold the Pacers Family and their parents, subsidiaries, affiliates and related entities, and each of the aforementioned parties' respective principals, officers, directors, governors, partners, owners, members, shareholders, employees, agents, representatives, vendors, sponsors, licensees, contractors, partners, successors, and assigns harmless from and against any and all claims, losses, liabilities, damages, and expenses (including attorneys' fees and court costs) arising out of or relating to: (i) your use of the Services, including but not limited to the Team Store Site, the Message Features, Mobile Service, and the Mobile Wallet, and (ii) any breach or alleged breach of these TOU.

L. Disclaimer of Warranties and Damages; Limitation of Liability

While the Pacers Family uses reasonable efforts to include accurate and up to date information in the Services (including, but not limited to information contained in Message Features or text files), the Pacers Family makes no warranties or representations as to its accuracy. The information contained in or made available through the Services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical or legal matters. The Pacers Family assumes no liability or responsibility for any errors or omissions in the content of the Services.

Neither the Pacers Family nor any of their respective parents, subsidiaries, affiliates, or related entities, or any of the aforementioned parties' respective owners, employees, directors, officers, governors, licensors, suppliers or shareholders (collectively, the "Pacers Family Parties") make

any representation that the materials contained in the Services are appropriate or authorized for use in all countries, states, provinces, county or any other jurisdictions. If you choose to access the Services, you do so on your own initiative and at your own risk and are responsible for compliance with all applicable laws.

THE MATERIALS IN THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE PACERS FAMILY PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PACERS FAMILY PARTIES DO NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THE SERVICES IS ACCURATE, COMPLETE, CORRECTLY SEQUENCED, RELIABLE OR TIMELY, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE OF ERRORS AND/OR VIRUSES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE PACERS FAMILY PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OF THE SERVICES OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU USE THE SERVICES AT YOUR SOLE RISK.

NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE PACERS FAMILY PARTIES, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THESE TOU SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE PACERS FAMILY FROM YOU FOR THE USE OF THE SERVICES DURING THE MONTH IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURRED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SERVICES, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THESE TOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PACERS FAMILY PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER FOR ANY REASON ARISING IN CONNECTION WITH THESE TOU AND/OR THE SERVICES, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TOU.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PACERS FAMILY PARTIES SHALL HAVE

NO LIABILITY FOR ANY DAMAGES OR INJURY CAUSED, IN WHOLE OR IN PART, BY CONTINGENCIES OR ISSUES BEYOND THEIR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO: THE ACTS OF THIRD PARTIES, ERRORS IN THE CONTENT OR SERVICES, NETWORK FAILURES, INTERNET FAILURES, SOFTWARE AND HARDWARE FAILURES, VIRUSES AND OTHER SYSTEM ATTACKS, LABOR STOPPAGES, RIOTS, ACTS OF GOVERNMENT OR GOD, NATURAL DISASTERS, ACTS OF TERRORISM, COMMUNICATION LINE FAILURE, OR THEFT, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER (I) LIABILITY OR DAMAGE IS ALLEGED FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION, AND/OR (II) THE PARTY AGAINST WHICH LIABILITY OR DAMAGES IS SOUGHT WAS ADVISED OF THE POSSIBILITY THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TOU, THE SERVICES, OR ANY PART THEREOF, MUST BE ASSERTED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR IT SHALL BE FOREVER BARRED.

The Services may contain links and pointers to other websites, resources, and advertisers of the Services. Links to and from the Services to other sites, maintained by third parties, do not constitute an endorsement by the Pacers Family or any affiliate of any third-party site or content. The Pacers Family is not responsible for the availability of these third-party resources, or their contents. The Pacers Family has not reviewed any or all of the sites linked to the Services and is not responsible for the content of any off-Services pages or any other sites linked to the Services. Your linking to the Services, off-Services pages, or other sites is at your own risk. By clicking on any such link, you acknowledge that the Services have no control over, and make no representations of any kind with respect to, such other sites or any content contained within such other sites, and you hereby revoke any claim against the Pacers Family with respect to such other sites. You should direct any concerns regarding any external link to its site administrator.

We may use YouTube API Services and by using the Services, you agree to be bound by the YouTube Terms of Service located here.

M. Termination of Service

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 entire 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 these TOU or other policies or guidelines posted on the Services or conduct which we believe is harmful to other customers, to our business, or to other

information providers. Upon any termination of this agreement, you shall immediately discontinue your use and access of the Services and destroy all materials obtained from it.

N. Notice of Copyright Infringement

If you believe in good faith that your copyrighted work has been reproduced on or linked from the Services without authorization in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

(a) identification of the copyrighted work claimed to have been infringed;

(b) identification of the allegedly infringing material on the Services that is requested to be removed;

(c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;

(d) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

(e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and

(f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

The copyright agent for notice of claims of infringement on the Services is:

DMCA Agent
Pacers Basketball, LLC
125 South Pennsylvania Street
Indianapolis, IN 46204
Phone: 317-917-2714
Email: dmca@pacers.com

O. DISPUTE RESOLUTIONS; SMALL CLAIMS COURT/ AGREEMENT TO ARBITRATE

PLEASE READ THIS SECTION O CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION O AS SET FORTH BELOW.

You and we agree that these TOU affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions.

For purposes of this Section O, references to “Pacers Family,” “we,” and “us” include all Pacers Family entities, each of their present, former and/or future parent companies, subsidiaries, divisions, units, and affiliates, and each of their successors and assigns, as well as the past or present beneficial owners, officers, directors, fiduciaries, agents, attorneys, representatives, and employees of each of the foregoing. References to “you” include you and all authorized or unauthorized users or beneficiaries of Services under these or prior TOU.

Definition of Dispute

For purposes of this Section O, “Dispute” is defined as a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of, the Services, and/or the provision of content, services, and/or technology on or through the Services, and/or your relationship with us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Dispute shall be interpreted broadly and include, without limitation:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before these TOU or any prior agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these TOU.

Notwithstanding the foregoing, Dispute shall not encompass disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Services, or disputes, claims, or controversies related to bodily injury, which are not subject to the Mandatory Pre-Dispute Resolution Process, small claims court, and arbitration provisions set forth below.

Mandatory Pre-Dispute Resolution Process

Before initiating a proceeding in arbitration or small claims court, you or the Pacers Family must give the other party notice of the Dispute by providing a written “Notice of Dispute” that is personally signed by you (if you are initiating the Notice of Dispute) or by a Pacers Family representative (if we are initiating the Notice of Dispute). The Notice of Dispute must contain all of the following information: (i) name, contact information (address, telephone number, and email address), and account information if applicable; (ii) a description of the nature and basis of the Dispute; and (iii) a description of the nature and basis of the relief sought, including a calculation for it. Except as specifically provided in Section N (Notice of Copyright Infringement), you must send any such Notice of Dispute to the Pacers Family via email at

notice@pacers.com. The Pacers Family must send any such Notice of Dispute to you at the contact information the Pacers Family has on file for you via email. The Pacers Family and you will attempt to resolve the Dispute through informal negotiation within sixty (60) days from the date that the Notice of Dispute is received (or a longer period, if agreed to by the parties).

The Pacers Family and you shall use reasonable, good faith efforts to resolve the Dispute through consultation, cooperation, and good faith negotiations. If the party receiving the Notice of Dispute requests a telephonic or video settlement conference as part of this informal process, you and the Pacers Family agree to participate in an effort to resolve the Dispute. Should the Pacers Family make the request, you agree to attend this conference (with your counsel, if you are represented). Should you make the request, the Pacers Family agrees to have a representative attend this conference (with counsel, if the Pacers Family is represented). Neither you nor the Pacers Family may initiate an arbitration or small claims court proceeding absent full compliance with this Mandatory Pre-Dispute Resolution Process. If the sufficiency of a Notice of Dispute or compliance with this Mandatory Pre-Dispute Process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any formal dispute resolution proceeding shall be stayed. Such court has the authority to enforce this condition precedent to an arbitration and a small claims court proceeding, which includes the power to enjoin the filing or prosecution of a demand for arbitration. Notwithstanding the foregoing, either party retains the right to raise non-compliance with this condition precedent and seek related damages in arbitration. **Any applicable limitations period (including statutes of limitations) and any filing fee deadlines shall be tolled while you and the Pacers Family engage in this informal process.**

After completion of this Mandatory Informal Pre-Dispute Resolution Process, you and the Pacers Family may resort to the other alternatives described in this Section O.

Small Claims Court

Any Dispute that falls within the jurisdictional scope and limits of the small claims court where you reside must be brought in that court on an individual basis. Such Disputes must remain in small claims court and may not be removed or appealed to a court of general jurisdiction.

The party initiating the small claims court proceeding shall submit a certification of compliance with the Mandatory Pre-Dispute Resolution Process referenced above to that court. The certification shall be personally signed by that party (and counsel, if represented).

Arbitration

Except as otherwise provided herein, any Dispute that is not resolved through the Mandatory Pre-Dispute Resolution Process shall be resolved by binding arbitration to be held in the county or parish in which you reside.

For residents outside the United States, arbitration shall be initiated in Indianapolis, Indiana and the Pacers Family and you, consistent with the venue provisions below, agree to submit to the personal jurisdiction of any state or federal court in Marion County, Indiana to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Arbitration Procedures

The arbitration shall be administered by National Arbitration and Mediation ("NAM") and heard by a single, neutral arbitrator. Except as modified by these Terms of Use, NAM shall administer the arbitration in accordance with their rules applicable to the nature of the Dispute, including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable ("NAM Rules"). The NAM Rules and fee information are available at "www.namadr.com." If NAM is unable or unwilling to administer the arbitration consistent with these Terms of Use, the parties shall agree on an alternate administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an alternate administrator that will do so.

The party seeking to initiate arbitration must provide the other party with the demand for arbitration as specified in the NAM Rules and this Section O. You may obtain a form to initiate arbitration at "www.namadr.com" or by contacting NAM. If you are initiating arbitration, you shall serve the demand on the Pacers Family via email at notice@pacers.com . If the Pacers Family is initiating arbitration, the Pacers Family shall serve the demand via email at the contact information the Pacers Family has on file for you. The demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the Mandatory Pre-Dispute Resolution Process and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would.

The NAM Rules shall govern the payment of all arbitration fees. Notwithstanding the foregoing, the Pacers Family will consider a request to reimburse your portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming you do not qualify for a waiver from

NAM. You and the Pacers Family agree that arbitration is designed to be cost-effective for all parties. Either party may engage with NAM to discuss fee reductions and deferred payments.

All issues are for the arbitrator to decide **except** the following items (which are for a court of competent jurisdiction to decide): (i) issues that are specifically reserved for a court in this Section O; (ii) issues related to the scope and enforceability of the arbitration provisions; and (iii) whether a Dispute can or must be brought in arbitration.

The arbitrator may award relief, including, but not limited to, monetary, declaratory, injunctive, or other equitable relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator will follow these Terms of Use and can award the same individualized damages and relief as a court, including injunctive or other equitable relief necessary to provide relief as to the individualized claim. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Unless you and the Pacers Family otherwise agree, one person's claims may not be consolidated with those of any other person. If the court determines that a claim or request for public injunctive relief may not be waived and all appeals from that decision have been exhausted (or it is otherwise final), you and the Pacers Family agree that any claim or request for public injunctive relief shall be stayed and resolved by the court pending arbitration of the remaining claims and requests for relief.

The decision of the arbitrator will be in writing and binding and conclusive on the Pacers Family and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction, however, any award that has been satisfied may not be filed or entered in court. The decision of the arbitrator shall have no preclusive effect in any proceeding involving non-identical parties.

The Pacers Family and you agree that dispositive motions, including, without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration.

Each party reserves the right to request a telephonic, video, or in-person hearing in arbitration. Should either party make such a request, a hearing shall be held. Your representative and the Pacers Family's representative shall personally appear at any hearing requested by a party or otherwise ordered by the arbitrator (along with your and the Pacers Family's counsel, if represented). If an in-person hearing is held, it shall be conducted at a location reasonably convenient to you or at another mutually agreed-upon location.

Additional Procedures for Mass Filings

The following provisions set forth additional procedures that apply to mass filings. If twenty-five (25) or more similar claims are asserted against the Pacers Family by the same or coordinated counsel or are otherwise coordinated, consistent with the definition and criteria of Mass Filings set forth in the NAM Rules, you and we understand and agree that these additional procedures shall apply and the resolution of your Dispute might be delayed. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing.

- Stage One. Counsel for the claimants and counsel for the Pacers Family shall each select fifty (50) claims per side to be filed and to proceed in individual arbitrations as part of a staged process. Each case shall be assigned to a different arbitrator unless the parties agree otherwise. If there are fewer than one hundred (100) claims, all will be filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and the Pacers Family shall pay the mediation fee.
- Stage Two. If the remaining claims are not resolved at this time, counsel for the claimants and counsel for the Pacers Family shall each select one hundred (100) claims per side to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agree to in writing following mediation or through continuing, good faith discussions. No more than two (2) cases may be assigned to a single arbitrator unless the parties agree otherwise. If there are fewer than two hundred (200) claims, all will be filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and the Pacers Family shall pay the mediation fee.

The parties are encouraged to meet and confer throughout this staged process and to discuss potential ways to modify procedures, increase efficiencies, and resolve claims.

Upon the conclusion of the second global mediation session (should the parties be unable to resolve the remaining claims), either

- Option One. You and the Pacers Family may, separately or by agreement, opt out of arbitration and elect to have your claim heard in a court of competent jurisdiction consistent with these Terms of Use. You may opt out of arbitration by providing your individual, personally signed notice of your intention to opt out to the Pacers Family via

email at notice@pacers.com within thirty (30) days after the conclusion of the second global mediation session. The Pacers Family may opt your claim out of arbitration by sending an individual, personally signed notice of its intention to opt out to your counsel via email at the earliest possible time and no more than thirty (30) days following the expiration of your thirty (30) day opt-out period. Counsel for the parties may agree to adjust these deadlines. OR

- Option Two. If neither you nor the Pacers Family elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved through continuing staged proceedings as set forth below. Assuming the number of remaining claims exceeds two hundred (200), then two hundred (200) claims shall be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than two hundred (200), then all of those claims shall be filed and proceed in individual arbitrations. No more than five (5) cases within any set of two hundred (200) cases may be assigned to the same arbitrator to proceed individually, unless the parties agree otherwise in writing. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of two hundred (200) claims are adjudicated, settled, withdrawn, or otherwise resolved, this staged process shall repeat consistent with these parameters. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and NAM to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

Any relevant limitations period (including statutes of limitations) and filing fee or other deadlines shall be tolled subject to these Additional Procedures for Mass Filings from the time the first cases are selected for a staged process until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

You and the Pacers Family agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and the Pacers Family acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of claims.

A court of competent jurisdiction shall have the authority to enforce these Additional Procedures for Mass Filings and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these Additional Procedures for Mass Filings apply to your claim, and a court of competent jurisdiction determines they are not enforceable as to your claim, then your claim shall proceed in a court of competent jurisdiction consistent with these Terms of Use.

Opt Out of Arbitration

You have the right to opt out of arbitration by sending the Pacers Family a personally signed, written notice of your decision to opt out via email to notice@pacers.com within thirty (30) days of your first access or use of the Services.

Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement that you wish to opt out of arbitration. As referenced above, this notice must be sent within thirty (30) days of your first access or use of the Services, otherwise you shall be bound to arbitrate any Disputes in accordance with the terms of these provisions. If you opt out of arbitration, the Pacers Family also will not be bound to arbitrate. If you do not affirmatively elect to opt out as described above, your access or use of the Services will be deemed to be your irrevocable acceptance of this Section O. By opting out of arbitration, you agree to resolve any Disputes consistent with these Terms of Use.

Opt Out of Future Changes

If the Pacers Family makes any future change to the arbitration provisions (other than a change to the notice address), you may reject any such change by sending the Pacers Family a personally signed, written notice of your decision to opt out of those changes via email to notice@pacers.com. This notice must be sent within thirty (30) days of notice of the change and include: (i) your full name; (ii) your mailing address; (iii) your phone number; (iv) if applicable, the username and email address associated with any account or newsletter; and (v) when and how you interacted with the Pacers Family. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement that you wish to reject the change to the arbitration provisions. This is not an opt out of arbitration altogether.

Severability; Application to Parent and Affiliates

Except as specifically provided herein, if any clause within this Section O is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of the Pacers Family to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

P. CLASS ACTION WAIVER: PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

For purposes of this Section P, references to "Pacers Family", "we" or "us" include the Pacers Family entities, each of their present, former and/or future parent companies, subsidiaries, divisions, units, and affiliates, and each of their successors and assigns, as well as the past or present beneficial owners, officers, directors, fiduciaries, agents, attorneys, representatives, and employees of each of the foregoing. References to "you" include you and all authorized or unauthorized users or beneficiaries of Services under these or prior TOU.

You and the Pacers Family agree that, to the fullest extent permitted by law, each party may bring claims (whether in court or in arbitration) against the other only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. This means that you and the Pacers Family may not bring a claim on behalf of a class or group and may not bring a claim on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual claim. This also means that you and the Pacers Family may not participate in any class, collective, consolidated, private attorney general, or representative proceeding brought by any third party. Notwithstanding the foregoing, you or the Pacers Family may participate in a class-wide settlement.

To the fullest extent permitted by law, you and the Pacers Family waive any right to a jury trial.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of the Pacers Family to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, web pages, and/or technology on or through the Services.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in Marion County, Indiana.

Q. Injunctive Relief

You acknowledge and agree that any violation of these TOU relating to the disclosure, use, copying, distribution, display or publishing of the information and/or content on the Services and/or its associated services and/or offerings may result in irreparable injury and damage to us that may not be adequately compensable in money damages, and for which we will have no adequate remedy at law. We, therefore, may obtain injunctions, orders or other equitable relief as may be reasonably necessary to ensure compliance with the TOU. You waive any requirement of

the posting of a bond that may apply for issuance of any injunctions, orders or other equitable relief.

R. United States Only

All material on the Services is provided solely for the purpose of promoting our operations in the United States and its territories. We make no representation that the material on the Services is appropriate or available for use in other locations. If despite these conditions, you use the Services from outside the United States, you are solely responsible for compliance with any applicable local laws.

S. Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations in connection with your access to and use of the Services. By using the Services, you represent and warrant that you will not use the Services for any purpose that is either unlawful or prohibited by these Terms of Use. You further represent and warrant that you are not (i) identified in the U.S. Treasury Department's Office of Foreign Assets Control's ("OFAC") list of Specially Designated Nationals (ii) accessing the Services from a jurisdiction subject to an OFAC embargo or sanctions program, or (iii) using the Services in any way that would cause us or you to be in violation of a U.S. sanctions program, embargo, trade restriction, or anti-terrorism law. We reserve the right to disclose any information about you or your use of the Services in connection with any investigation by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process, or governmental request in accordance with the Pacers Family Privacy Policy.

T. Choice of Law/Jurisdiction

For purposes of this Section T, references to "Pacers Family", "we" or "us" include the Pacers Family entities, each of their present, former and/or future parent companies, subsidiaries, divisions, units, and affiliates, and each of their successors and assigns, as well as the past or present beneficial owners, officers, directors, fiduciaries, agents, attorneys, representatives, and employees of each of the foregoing. References to "you" include you and all authorized or unauthorized users or beneficiaries of Services under these or prior TOU.

You agree that these TOU and any dispute over these TOU will be governed by Indiana law without regard to its internal rules on the conflicts of laws. You further agree to accept service of process by certified mail, return receipt requested at the address designated by you. The Pacers Family will be entitled to recover court and arbitration costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of these Terms of Use.

Unless you and the Pacers Family agree otherwise, to the fullest extent permitted by law, the state and federal courts of Marion County, Indiana shall have exclusive jurisdiction over any

Disputes between you and the Pacers Family (except for Disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of any provisions of these Terms of Use (including the arbitration provisions and class action waiver). You and the Pacers Family consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis to seek transfer or change venue of such action to another court.

Without limiting anything set out elsewhere in these TOU, we may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. We assume no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

U. Miscellaneous Terms

These TOU constitute the entire agreement between the parties, and supersede all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and the Pacers Family. We may in our sole discretion amend these TOU, and your use of the Services after such amendment is posted on the Services will constitute acceptance of such amendment by you. The section headings in these TOU are for convenience only and must not be construed as legal advice to you. If any provision of these TOU is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

V. Contacting Us

Any questions regarding these TOU may be directed to: Pacers Sports & Entertainment, 125 South Pennsylvania Street, Indianapolis, IN 46204, Attn: Digital Marketing or digital@pacers.com.

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