

23. Dispute Resolution and Binding Arbitration.

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION AS SET FORTH BELOW.

For purposes of Sections 23-25, "Us," "Our," and "We" shall also include each of the Digital Platform Provider Parties. Notwithstanding any other provision in these Terms, you and We agree and acknowledge that these Terms evidence a transaction involving interstate commerce and that the Federal Arbitration Act will govern their interpretation and enforcement and any proceedings relating to such interpretation or enforcement.

Definition of Dispute

"**Dispute**" is defined as any dispute, claim, or controversy arising out of or relating to, or your use of, a Digital Platform, a Service, these Terms, the Privacy Policy, other applicable terms or policies maintained by Us, or your relationship with Us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Dispute shall be interpreted broadly. Dispute shall also include any dispute, claim, or controversy that arose before you assented to these Terms or after termination of these Terms. Notwithstanding the foregoing, Dispute shall not include disputes, claims, or controversies concerning patents, copyrights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Services.

Mandatory Informal Pre-Dispute Resolution Process

Before initiating an arbitration proceeding, you or We 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 Our representative (if We are initiating the Notice of Dispute). The Notice of Dispute must contain the following information: (1) name, contact information (address, telephone number, and email address), and account information if applicable; (2) a detailed description of the nature and basis of the Dispute; and (3) a detailed description of the nature and basis of the relief sought, including a calculation for it.

You must send any such Notice of Dispute to Us by email to legal@rootsports.com. We must send any such Notice of Dispute to you at the email address We have on file for you. You and We agree to attempt to resolve the Dispute through informal, good-faith negotiations for a sixty (60) day period from the date that a completed Notice of Dispute is received (or a longer period, if agreed to by the parties). If the party receiving the Notice of Dispute requests a telephone or video settlement conference as part of this informal process, you and We agree to participate in an effort to resolve the Dispute. Should We make this request, you agree to attend this conference (with your counsel, if you are represented). Should you make the request, We agree to have a representative attend this conference (with counsel, if We are represented).

Compliance with this "Mandatory Informal Pre-Dispute Resolution Process" is a condition precedent to initiating arbitration. Neither you nor We may initiate an arbitration proceeding absent such compliance. If the sufficiency of a Notice of Dispute or compliance with this process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any arbitration proceeding shall be stayed. Such court shall have the authority to enforce this condition precedent to an arbitration proceeding, which includes the power to enjoin the filing or prosecution of a demand for arbitration. Notwithstanding the foregoing, either party may elect to raise non-compliance with this Mandatory Informal Pre-Dispute Resolution Process and seek relief in arbitration.

Any applicable limitations period (including the statute of limitations) shall be tolled while you and We engage in this Mandatory Informal Pre-Dispute Resolution Process in an effort to resolve the Dispute.

Arbitration Procedures

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

The arbitration shall be administered by National Arbitration and Mediation ("**NAM**") and heard by a single, neutral arbitrator. Except as modified by these Terms, 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 Mass Filing Supplemental Dispute Resolution Rules and Procedures, 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, the parties shall agree on an alternative provider that will do so. If the parties cannot agree, they shall jointly petition a court of competent jurisdiction to appoint an arbitration provider 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 these arbitration provisions. If you are initiating arbitration, you shall serve the demand on Us by email to legal@rootsports.com. If We are initiating arbitration, We shall serve the demand at the email address that we have 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, that party (and their counsel, if represented) certifies that they have complied with (1) the Mandatory Informal Pre-Dispute Resolution Process (and they shall attach the Notice of Dispute) and (2) 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. You and We agree that arbitration is designed to be cost-effective for all parties. If a filing or other fee to initiate arbitration before NAM is required, either party may engage with NAM to discuss fee reductions and deferred payments. All issues are for the arbitrator to decide except the following, which are for a court of competent jurisdiction to decide: (1) issues that are specifically reserved for a court in these Terms; (2) issues related to the scope and enforceability of the arbitration provisions, and (3) 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 parties authorize the arbitrator to: (a) follow these Terms and 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; and (b) apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Unless you and We otherwise agree, one person's claims may not be consolidated with those of any other person. If a 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 We agree that any claim or request for public

injunctive relief shall be stayed and resolved by a court pending arbitration of the remaining claims and requests for relief.

The decision of the arbitrator shall be in writing and binding and conclusive on Us and You, and shall set forth the essential findings of fact and legal analysis. A judgment to enforce the award may be entered by a 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.

You and We 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 from the arbitrator. You and Our representative shall personally appear at any hearing ordered by the arbitrator (along with your and Our counsel, if represented). For claims of more than \$25,000 (and for claims seeking individualized injunctive, equitable, or declaratory relief), a telephone, virtual, or in-person hearing shall be held and you and Our representative shall personally appear (along with your and Our counsel, if represented). The parties can agree to waive a hearing.

Additional Procedures for Multiple Case Filings

The following provisions set forth additional procedures that apply to multiple case filings. If twenty-five (25) or more similar claims are asserted against Us by the same or coordinated counsel or are otherwise coordinated (and your claim is one of them), consistent with the definition and criteria of Mass Filings set forth in the NAM Rules, you understand and agree that these additional procedures shall apply and the resolution of your Dispute might be delayed. Except as provided for below, no arbitrator or arbitration provider shall have any authority to hear, arbitrate or administer any class, coordinated, collective, consolidated, private attorney general, or representative action, or to award relief to anyone but the individual in arbitration.

- Stage One: Counsel for the claimants and counsel for Us shall each select fifty (50) claims per side to be filed and to proceed in individual arbitrations as part of an initial staged process. 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 unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. If a claim is withdrawn prior to adjudication, another claim shall be randomly selected to be filed and to proceed in this set. 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 and We shall pay the mediator's fee.
- Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Us shall each select seventy-five (75) 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. If there are fewer than one hundred fifty (150) claims, all will be filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. If a claim is withdrawn prior to adjudication, another claim shall be randomly selected to be filed and to proceed in this set. 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, and We shall pay the mediator's fee.

Each case within any given stage shall be assigned to a different, single arbitrator, unless the parties otherwise agree in writing. If your claim is not resolved as part of the staged process set forth above, either:

- Option One: You and We 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. You may opt out of arbitration by providing your individual, personally signed notice of your intention to opt out to Us by email at legal@rootsports.com within thirty (30) days after the conclusion of Stage Two. We may opt your claim out of arbitration by sending an individual, personally signed notice of Our intention to opt you out to your counsel within 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 We elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved through continued staged proceedings as set forth below. Assuming the number of remaining claims exceeds two hundred (200), then 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 200, then all of those claims shall be filed and proceed in individual arbitrations. Each of these 200 cases shall be assigned to a single, different arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or deemed filed in arbitration unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of claims are adjudicated, settled, withdrawn, or otherwise resolved, this 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) or other deadlines shall be tolled subject to these Additional Procedures for Multiple Case 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.

A court of competent jurisdiction shall have the authority to enforce these Additional Procedures for Multiple Case Filings and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations. If these Additional Procedures for Multiple Case 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.

Opt Out of Arbitration

You have the right to opt out of arbitration by sending Us a personally signed, written notice of your decision to opt out via email to legal@rootsports.com within thirty (30) days of your first access or use of the Digital Platform or Service.

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 and include your full name and your mailing address, telephone number, and email address, and a description of when and how you interacted with Us. As referenced above, this notice must be sent within thirty (30) days of your first access or use of the Digital Platform or Service, otherwise you shall be bound to arbitrate any Disputes in accordance with the terms of these provisions. If you opt out of arbitration, We 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 Digital Platform or Service will be deemed to be your irrevocable acceptance of this Section 23. By opting out of arbitration, you agree to resolve any Disputes consistent with these Terms.

Opt Out of Future Changes

If We make any future change to the arbitration provisions in this Section 23 (other than a change to the notice address), you may reject any such change by sending Us a personally signed, written notice of your decision to opt out of those changes by email to legal@rootsports.com within thirty (30) days of notice of the change and include your full name and your mailing address, telephone number, and email address, and a description of when and how you interacted with Us. Such opt out 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.**