

Terms of Service: Frisat LLC / Somanystadiums.com

Last Updated: August 21, 2023

Thank you for being part of the Somanystadiums.com community, owned by Frisat LLC.

These Terms of Service (“**Terms**”) are a binding legal agreement between you and Frisat LLC that govern your right to use the websites, applications, and other offerings from Somanystadiums.com (collectively, the “**Somanystadiums.com Platform**”). When used in these Terms, “**Somanystadiums.com**”, “**Frisat**”, “**we**,” “**us**,” or “**our**” refers to **Frisat LLC**.

The Somanystadiums.com offers an online venue that enables users (“**Members**”) to publish, offer, search for, and book services. Members who publish and offer services are “**Hosts**” and Members who search for, book, or use services are “**Guests**.” Hosts may offer a chance to join tailgating experiences, such as tailgate seating, sharing of equipment and participation in social activities (“**Tailgating**”, “**Tailgates**”), and a variety of other items, or list items available for sale such as parking passes and/or game tickets. (collectively, “**Host Services**,” and each Host Service offering, a “**Listing**”). A Listing that has been reserved by a Guest payment is considered a “**Reservation**” or “**Booking**”. You must register an account to access and use many features of the Somanystadiums.com Platform and must keep your account information accurate. As the provider of the Somanystadiums.com Platform, Frisat LLC does not own, control, offer or manage any Listings or Host Services. Frisat LLC is not a party to the contracts entered into directly between Hosts and Guests, nor is Frisat LLC a provider of tailgating, parking passes or game tickets unless specifically noted otherwise. Frisat LLC is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms of Service (“**Payment Terms**”). To learn more about Frisat LLC’s role see Section 16.

We maintain other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data, and our Payments Terms, which govern any payment services provided to Members by the Somanystadiums.com.

If you are a Host, you are responsible for understanding and complying with all laws, rules, regulations, and contracts with third parties that apply to your Host Services.

Table of Contents

Guest Terms

- 1) [Our Mission](#)
- 2) [Searching and Booking](#)
- 3) [Cancellations, Tailgate Issues, Refunds and Booking Modifications](#)
- 4) [Your Responsibilities and Assumption of Risk](#)

Host Terms

- 5) [Hosting on Somanystadiums.com](#)
- 6) [Managing Your Listing](#)
- 7) [Cancellations and Tailgating Issues and Booking Modifications](#)
- 8) [Taxes](#)

General Terms

- 9) [Reviews](#)
- 10) [Content](#)
- 11) [Fees](#)
- 12) [Somanystadiums.com Platform Rules](#)
- 13) [Termination, Suspension, and other Measures](#)
- 14) [Modification](#)
- 15) [Resolving Complaints and Damage Claims](#)
- 16) [Somanystadiums.com Role](#)
- 17) [Member Accounts](#)
- 18) [Disclaimer of Warranties](#)
- 19) [Limitations on Liability](#)
- 20) [Indemnification](#)
- 21) [United States Governing Law and Venue](#)
- 22) [United States Dispute Resolution and Arbitration Agreement](#)
- 23) [Miscellaneous](#)

Guest Terms

1. Our Mission.

Our mission is to celebrate and assist others to optimize their fan experience at spectator sporting events and memorialize those events through merchandise. While primarily focused on U.S. College Football games, the experiences can extend to other college and professional sports. If we do it correctly, we will build a community that allows you to maximize your experience both at home and away. When you want to enhance the gameday experience but don't have the time or resources to do so, browse through the tailgate listings to find the ones that fit you best. Learn more about a Listing by reviewing the description and photos, the Host profile, and Guest reviews. If you have questions, just contact the Host.

2. Searching and Booking on Somanystadiums.com.

2.1 Searching. You can search for Host Tailgates by using criteria like tags (designated by hosts) and type of Tailgate. You can also use filters to refine your search results based on Price, Locale, Game Date, Size, Home team, Visiting team and State. Search results are based on their relevance to your search and filters selected.

2.2 Booking. When you book a tailgate, you are agreeing to pay all charges for your booking including the tailgating price, applicable fees like taxes and any other items identified during checkout (collectively, "**Total Price**"). When you receive the booking confirmation, a contract for Host Services (a "**Tailgate Reservation**") is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Tailgate Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Tailgate Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking a Listing. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.

2.3 Reservations for Tailgates. A Tailgate Reservation entitles you to attend that Host Tailgate. You are responsible for informing the Host of any medical or physical condition or other circumstances that may impact your ability to attend the tailgate. Except where expressly authorized, you may not allow any person to join a Host Tailgate unless they are included as an additional guest during the booking process.

3. Cancellations, Tailgate Issues, Refunds and Booking Modifications.

3.1 Cancellations, Tailgate Issues, and Refunds. In general, if as a Guest you cancel a Reservation, the amount refunded to you is determined by the cancellation policy that applies to that Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control forces you to

cancel a Reservation, you may be eligible for a partial or full refund under our Extenuating Circumstances Policy. If the Host cancels, or you experience a Tailgate Issue (as defined in our Rebooking and Refund Policy), you may be eligible for rebooking assistance or a partial or full refund under the Rebooking and Refund Policy. See each our Standards, Policies and Guidelines for details about what is covered, and what refund applies in each situation.

3.2 Booking Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Somanystadiums.com Platform or direct Somanystadiums.com customer service to make on their behalf ("**Booking Modifications**"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Tailgate. For example, this means: (i) you are responsible for following any rules defined by the Tailgate location, regardless if defined by a third party rather or if the host owns the facility where the tailgate is held, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your guest(s), or your pet(s) cause to a tailgate site (including physical property such as automobile) whether owned by a third party or the host, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Tailgate, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

4.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Somanystadiums.com Platform and any Content (*as defined in Section 10*), including your attendance at any Tailgate, or any other interaction you have with other Members whether in person or online. This means it is your responsibility to investigate a Host Tailgate to determine whether it is suitable for you. For example, Host Tailgate may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services.

Host Terms

5. Hosting on Somanystadiums.com.

5.1 Host. As a Host, Somanystadiums.com offers you the right to use the Somanystadiums.com Platform to share your Tailgate with our vibrant community of Guests -

and receive contributions for doing it. It's easy to create a Listing and you are in control of how you host - set your price, availability, and rules for each Listing.

5.2 Contracting with Guests. When you accept a booking request, or receive a booking confirmation through the Somanystadiums Platform, you are entering into a contract directly with the Guest and are responsible for delivering your Tailgate under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like Somanystadiums service fee (\$1 per booking) and booking commission (5%) (and applicable taxes) for each booking. Somanystadiums.com Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our Standards, Policies and Guidelines, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

5.3 Independence of Hosts. Your relationship with Somanystadiums.com is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Somanystadiums.com, except that Somanystadiums.com Payments acts as a payment collection agent as described in the Payments Terms. Somanystadiums.com does not direct or control your Tailgate, and you agree that you have complete discretion whether and when to provide Tailgates, and at what price and on what terms to offer them.

6. Managing Your Listing.

6.1 Creating and Managing Your Listing. The Somanystadium.com Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Tailgate, your price, the amenities included, and any rules or requirements that apply to your Guests or Listing. **All tailgates must have seating, power charger, sunscreen and one bottle of water available per guest.** You are responsible for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Tailgate and suggest you carefully review policy terms and conditions including coverage details and exclusions. You may have multiple Listings for tailgates in season. You may not have multiple game tailgates under one listing. Each tailgate listing should be for a single game.

6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Tailgate Listing. For example: Some tailgate lots have specific rules as to how many people may attend a tailgate, the cost of the parking spot and access, limitations on cooking apparatus, size of tailgate in relation to parking spot, prohibit alcohol, and have specific rules on timing of tailgating and clean up procedures. In some places, the Tailgate you want to offer may be prohibited altogether. Check your local site rules to learn what rules apply to the Tailgate you plan to offer. Information we provide regarding legal requirements is for informational

purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our Host Privacy Standards Policy. If you have questions about how local laws apply you should always seek legal advice.

6.3 Search Ranking. The ranking of Listings in search results on the Somanystadiums.com Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g., number of Guests, time and duration of the trip, price range),
- Listing characteristics that are filterable (e.g., Price, Locale, Game Date, Size, Home team, Visiting team and State).

6.4 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Tailgate. You are responsible for setting your price and establishing rules and requirements for your Listing. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Somanystadiums.com Platform.

6.5 Hosting as a Team or Organization. If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing the Tailgate is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Somanystadiums.com to transfer a portion of your payout to a co-host or other Hosts, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Somanystadiums.com Platform, offering Tailgates, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Somanystadiums.com Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Tailgates and that you are not relying upon any statement of law made by Somanystadiums.com.

7. Cancellations, Tailgating Issues, and Booking Modifications.

7.1 Cancellations and Tailgating Issues. In general, if a Guest cancels a Tailgate Reservation, the amount paid to you is determined by the cancellation policy that applies to that Tailgate Reservation. As a host, you should not cancel on a Guest without a valid reason under our Extenuating Circumstances Policy or applicable law. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and other consequences. If: (i) a Guest experiences a Tailgate Issue (as defined by the Rebooking and Refund Policy), (ii) an Extenuating Circumstance arises, or (iii) a Tailgate Reservation is cancelled under Section 13 of these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Somanystadiums.com exceeds your payout, Somanystadium.com may recover that amount from you, including by offsetting the refund against your future payouts. You agree that Somanystadiums.com's Rebooking and Refund Policy, Extenuating Circumstances Policy, and these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a Tailgate Reservation and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under one of these policies, we may delay release of any payout for that Tailgate Reservation until a refund decision is made. See each Policy for details about what is covered, and what your payout will be in each situation.

7.2 Booking Modifications. Hosts and Guests are responsible for any Booking Modifications they agree to make via the Somanystadiums.com Platform or direct Somanystadiums.com customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

8. Taxes.

8.1 Host Taxes. As a host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("**Taxes**").

8.2 Collection and Remittance by Somanystadiums.com. In jurisdictions where Somanystadiums.com facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Somanystadiums.com to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Somanystadiums.com are identified to Members on their transaction records, as applicable. Somanystadiums.com may seek additional amounts from Members (including by deducting such amounts from future payouts) in the event that the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by Somanystadiums.com is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

8.3 Tax Information. In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Somanystadiums.com may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Tailgate to facilitate accurate tax reporting by you, our Guests, and/or their organizations.

General Terms

9. Reviews.

After each Tailgate, Guests and Hosts will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates our Content Policy or Review Policy. Reviews are not verified by Somanystadiums.com for accuracy and may be incorrect or misleading.

10. Content.

Parts of the Somanystadiums.com Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, “**Content**”). By providing Content, in whatever form and through whatever means, you grant Somanystadiums.com a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy Policy describes how we use that personal information. Where Somanystadiums.com pays for the creation of Content or facilitates its creation, Somanystadiums.com may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Somanystadiums.com the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with our Content Policy and Nondiscrimination Policy, which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Somanystadiums.com may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Somanystadiums.com does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

11. Fees.

Somanystadiums.com may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the Somanystadiums.com Platform. More information about when service fees apply and how they are calculated can be found in our Fees policy. Except as otherwise provided on the Somanystadiums.com Platform, service fees are non-refundable. Somanystadiums.com reserves the right to change the service fees at any time and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 13.2.

12. Somanystadiums.com Platform Rules.

12.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Follow our Nondiscrimination Policy and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Somanystadiums.com Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Somanystadiums.com Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Somanystadiums.com Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Somanystadiums.com Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Somanystadiums.com Platform.
- Only use the Somanystadiums.com Platform as authorized by these Terms or another agreement with us
 - You may only use another Member's personal information as necessary to facilitate a transaction using the Somanystadium.com Platform as authorized by these Terms.
 - Do not use the Somanystadiums.com Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
 - You may use Content made available through the Somanystadiums.com Platform solely as necessary to enable your use of the Somanystadiums.com Platform as a Guest or Host.

- Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
- Do not request, make, or accept a booking or any payment outside of the Somanystadiums.com Platform to avoid paying fees, taxes or for any other reason.
- Do not require or encourage Guests to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a Tailgate Reservation, unless authorized by Somanystadiums.com.
- Do not engage in any practices that are intended to manipulate our search algorithm.
- Do not book Host Tailgate unless you are actually attending the Host Tailgate.
- Do not use, copy, display, mirror or frame the Somanystadiums.com Platform, any Content, any Somanystadiums.com branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
 - Read and follow our Terms, Standards, Policies and Guidelines.
 - Do not use the name, logo, branding, or trademarks of Somanystadiums.com or others without permission, and only as set forth in our Trademark Guidelines.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Somanystadiums.com branding.
 - Do not offer Host Tailgate activities that violate the laws or agreements that apply to you.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

12.2 Reporting Violations. If you believe that a Member, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Somanystadiums.com. In addition, if you believe that a Member, Listing or Content has violated our Standards, you should report your concerns to Somanystadiums.com. If you reported an issue to local authorities, Somanystadiums.com may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

12.3 Copyright Notifications. If you believe that Content on the Somanystadiums.com Platform infringes copyrights, please notify us.

13. Termination, Suspension, and other Measures.

13.1 Term. The agreement between you and Somanystadiums.com reflected by these Terms is effective when you access the Somanystadiums.com Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

13.2 Termination. You may terminate this agreement at any time by sending us an email (support@somanystadiums.com) or by deleting your account. Somanystadiums.com may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Somanystadiums.com may also terminate this agreement immediately and without notice and stop providing access to the Somanystadiums.com Platform if you breach these Terms, you violate our Standards, Policies and Guidelines, you violate applicable laws, or we reasonably believe termination is necessary to protect Somanystadiums.com, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

13.3 Member Violations. If (i) you breach these Terms, our Standards, Policies and Guidelines, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Somanystadiums.com believes it is reasonably necessary to protect Somanystadiums.com, its Members, or third parties; Somanystadiums.com may, with or without prior notice:

- suspend or limit your access to or use of the Somanystadiums.com Platform and/or your account;
- suspend or remove Listings, Reviews, or other Content;
- cancel pending or confirmed bookings; or
- suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as Somanystadiums.com determines in its sole discretion, you will be given notice of any intended measure by Somanystadiums.com and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a Reservation is cancelled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Guest, and by any other costs we incur as a result of the cancellation.

13.4 Legal Mandates. Somanystadiums.com may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

13.5 Effect of Termination. If you are a Host and terminate your Somanystadiums.com account, any confirmed booking(s) will be automatically cancelled and your Guests will

receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Reservation's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Somanystadiums.com Platform has been limited, or your Somanystadiums.com account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Somanystadiums.com Platform through an account of another Member.

13.6 Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 2 through 26.

14. Modification.

Somanystadiums.com may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Somanystadiums.com Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Somanystadiums.com Platform will constitute acceptance of the revised Terms.

15. Resolving Complaints and Damage Claims.

If a Member provides valid evidence that you, your guest(s), or your pet(s) damaged the complaining Member's real or personal property, or real or personal property the complaining Member is responsible for, including consequential damages, ("**Damage Claim**"), the complaining Member can notify Somanystadiums.com. You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, or if the Damage Claim is escalated to Somanystadiums.com and Somanystadiums.com determines in its sole discretion that the Damage Claim is valid and you are responsible for the Damage Claim, Somanystadiums.com can collect the amount of the Damage Claim from you. You agree that Somanystadiums.com may seek to recover from you under any insurance policies you maintain and that Somanystadiums.com may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information Somanystadiums.com requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

16. Somanystadiums.com's Role.

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Tailgates. While we work hard to ensure our Members have great experiences using Somanystadiums.com, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that Somanystadiums.com has the right, but does not have any obligation, to monitor the use of the Somanystadiums.com Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Somanystadiums.com Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Members acknowledge and agree that Somanystadiums.com administers its Standards, Policies and Guidelines (such as our Extenuating Circumstances Policy and such Standards as basic requirements for hosts), including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Somanystadiums.com in good faith, and to provide Somanystadiums.com with such information and take such actions as may be reasonably requested by Somanystadiums.com with respect to any investigation undertaken by Somanystadiums.com regarding the use or abuse of the Somanystadiums.com Platform. Somanystadiums.com is not acting as an agent for any Member except for where Somanystadiums.com acts as a collection agent as provided in the Payments Terms.

17. Member Accounts.

You must register an account to access and use many features of the Somanystadiums.com Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Somanystadiums.com Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Somanystadiums.com if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

18. Disclaimer of Warranties.

We provide the Somanystadiums.com Platform and all Content “as is” without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Guest, Host, Host Service, Listing or third party; (ii) we do not warrant the performance or non-interruption of the Somanystadiums.com Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Listings or Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or Listing or Somanystadiums.com has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

19. Limitations on Liability.

Neither Somanystadiums.com (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Somanystadiums.com Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Somanystadiums.com Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Somanystadiums.com Platform, or (iv) publishing or booking of a Listing, including the provision or use of Host Tailgates, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Somanystadiums.com has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

Except for our obligation to transmit payments to Hosts under these Terms, in no event will Somanystadium.com’s aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Somanystadiums.com Platform, any Content, or any Host Tailgate, exceed: (A) to Guests, the amount you paid as a Guest during the 12-month period prior to the event giving rise to the liability, (B) to Hosts, the amount paid to you as a Host in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one U.S. dollar (US\$1).

These limitations of liability and damages are fundamental elements of the agreement between you and Somanystadiums.com. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at Somanystadium.com's option), indemnify, and hold Somanystadiums.com (including other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Standards, Policies and Guidelines, (ii) your improper use of the Somanystadiums.com Platform, (iii) your interaction with any Member, attendance at a Tailgate, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

21. United States Governing Law and Venue.

Somanystadiums.com covers activity only taking place in the United States. These Terms will be interpreted in accordance with the laws of the State of Virginia and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 23 must be brought in state or federal court in Newport News, Virginia, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Newport News, Virginia.

22. United States Dispute Resolution and Arbitration Agreement.

22.1 Application. This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Somanystadiums.com and/or Frisat LLC in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 23 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

22.2 Overview of Dispute Resolution Process. Somanystadiums.com is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms

provide for a two-part process for individuals to whom this Section 23 applies: (1) an informal negotiation directly with Somanystadiums.com's customer service (described in paragraph 23.3, below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA"). You and Somanystadiums.com each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

22.3 Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to initiating an arbitration, you and Somanystadiums.com each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Somanystadiums.com by mailing it to: 168 Southern Hills, Williamsburg, Va. 23188. Somanystadiums.com will send its notice of dispute to the email address associated with your Somanystadiums.com account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org). Costs of arbitration will be shared proportionately.

22.4 Agreement to Arbitrate. You and Somanystadiums.com mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Somanystadiums.com Platform, Host Tailgates, or any Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Somanystadiums.com agree that the arbitrator will decide that issue.

22.5 Exceptions to Arbitration Agreement. You and Somanystadiums.com each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief; or (iv) any individual claim of sexual assault or sexual harassment arising from your use of the Somanystadiums.com Platform or Host Tailgates. You and Somanystadiums.com agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

22.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by the arbitrator in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the “**AAA Rules**“) then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

22.7 Modification to AAA Rules - Arbitration Hearing/Location. Somanystadiums.com agrees that any required arbitration hearing may be conducted, at your option: (a) in James City County; (b) via phone or video conference. If the amount in controversy is \$5,000 or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

22.8 Modification of AAA Rules - Attorney’s Fees and Costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules. Either party may make a request that the arbitrator award attorneys’ fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

22.9 Arbitrator’s Decision. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

22.10 Jury Trial Waiver. You and Somanystadiums.com acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

22.11 No Class Actions or Representative Proceedings. You and Somanystadiums.com acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party’s claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the

claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

22.12 Severability. Except as provided in Section 23.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

22.13 Changes to Agreement to Arbitrate. If Somanystadiums.com changes this Section 23 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Somanystadiums.com (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Somanystadiums.com.

22.14 Survival. Except as provided in Section 23.12 and subject to Section 13.6, this Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the Somanystadiums.com Platform or terminate your Somanystadiums.com account.

23. Miscellaneous.

23.1 Other Terms Incorporated by Reference. Our Rebooking and Refund Policy, Content Policy, Nondiscrimination Policy, Extenuating Circumstances Policy, and others in Standards, Policies and Guidelines and other supplemental policies and terms linked to in these Terms apply to your use of the Somanystadium.com Platform, are incorporated by reference, and form part of your agreement with Somanystadiums.com,

23.2 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between Somanystadiums.com and you pertaining to your access to or use of the Somanystadiums.com Platform and supersede any and all prior oral or written understandings or agreements between Somanystadiums.com and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Somanystadiums.com. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 23.11 above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”

23.3 No Waiver. Somanystadiums.com failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed

to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

23.4 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Somanystadium.com's prior written consent. Somanystadium.com may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

23.5 Notice. Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Somanystadium.com via email, Somanystadium.com Platform notification, messaging service (including SMS and via electronic message), or any other contact method we enable and you provide.

23.6 Third-Party Services. The Somanystadium.com Platform may contain links to third-party websites, applications, services or resources ("**Third-Party Services**") that are subject to different terms and privacy practices. Somanystadiums.com is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

23.7 Somanystadiums.com Platform Content. Content made available through the Somanystadiums.com Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Somanystadiums.com and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Somanystadium.com Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Somanystadiums.com grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application when available on your personal device(s); and (ii) access and view the Content made available on or through the Somanystadium.com Platform and accessible to you, solely for your personal and non-commercial use.

23.11 Force Majeure. Somanystadiums.com shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

23.12 Emails and SMS. You will receive administrative communications from us using the email address or other contact information you provide for your Somanystadiums.com account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Somanystadium.com account.

23.13 Contact Us. If you have any questions about these Terms, please email us at support.somanystadiums.com