



## Terms of Service Agreement (“ToS”)

### Introduction

This Agreement is a legally binding contract between BLITZ SPORTS, INC. (“we”, “us”, “our”) and you (“Customer”, “you”, “your”), the user of our Hardware-as-a-Service (“HaaS”). By subscribing to, accessing, or using our hardware and services, you agree to be bound by the terms and conditions set forth in this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

Our hardware solution is designed to provide you with the necessary hardware resources to run Nevco scoreboards from iOS devices. Our services include, but are not limited to, the provisioning of BlitzBoxes, and other infrastructure components, along with maintenance, support, and potential upgrades.

Please read this Agreement carefully before using our services. By using our hardware and services, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, including any future modifications. If you do not agree to these terms, please do not use our services.

BLITZ SPORTS, INC. reserves the right to modify or replace any part of this Agreement at any time, and such modifications will become effective immediately upon posting. It is your responsibility to review this Agreement periodically for changes. Your continued use of our services following the posting of any changes to this Agreement constitutes acceptance of those changes.

### Services Provided

BLITZ SPORTS, INC. is pleased to offer a comprehensive a HaaS solution designed to enhance the functionality and user experience of Nevco scoreboards. This section outlines the specific services and features provided as part of our HaaS offering.

**Scoreboard Connection Box:** We provide a specialized hardware box that is designed to interface with Nevco scoreboards. This box enables the connection between the scoreboard and our iOS application, facilitating remote control and management of the scoreboard features.

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**iOS Application:** Alongside the hardware, we offer an iOS application, which is available for download from the Apple App Store. This application is developed and maintained by BLITZ SPORTS, INC. and is designed to work seamlessly with our hardware and Nevco scoreboards.

**Scoreboard Control Features:** Through our iOS application, users are granted the ability to control various aspects of the Nevco scoreboard. This includes, but is not limited to:

- Managing the score clock, including starting, stopping, and resetting the timer.
- Updating the score displayed on the scoreboard.
- Recording and displaying penalties, including their duration and associated team or player.

**Real-time Synchronization:** Our service ensures real-time synchronization between the iOS application and the connected Nevco scoreboard, providing an efficient and responsive user experience.

**Technical Support and Maintenance:** We provide ongoing technical support and maintenance for both the hardware box and the iOS application to ensure reliable and continuous operation. This includes updates, bug fixes, and customer support for troubleshooting and queries related to the use of our services.

**Regular Updates and Improvements:** BLITZ SPORTS, INC. is committed to continuously improving and updating our services, including both the hardware box and iOS application, to enhance functionality, user experience, and compatibility with the latest versions of Nevco scoreboards.

**Compliance with App Store Policies:** The iOS application provided by BLITZ SPORTS, INC. complies with all relevant policies and guidelines set forth by the Apple App Store. Users are responsible for ensuring that their use of the application is in accordance with these policies.

BLITZ SPORTS, INC. does not assume responsibility for any compatibility issues that may arise with non-Nevco scoreboards or other third-party equipment.

By using our services, you agree to use the hardware and software in accordance with the instructions and guidelines provided by BLITZ SPORTS, INC., and you acknowledge that any misuse or unauthorized modifications to the hardware or software may result in termination of service and/or additional charges.

## Subscription and Payment

**Subscription Plans:** BLITZ SPORTS, INC. offers various subscription plans for our HaaS solutions. Each plan includes the use of our scoreboard connection box and access to the basic tier of our iOS application. The specific features, services, and limitations of each plan will be detailed on our website.

**Fees and Charges:** The subscription fee for our service will be charged on an annual basis. The fee amount will depend on the selected subscription plan and any additional services or features chosen by the customer. All fees are due in advance and must be paid by the date specified in the invoice.

**Payment Methods:** Payments can be made via credit card, check, or bank wire. Customers are required to provide valid and up-to-date payment information. By subscribing to our service, you authorize BLITZ SPORTS, INC. to charge the subscription fee to the provided payment method.

**Billing Cycle:** The billing cycle begins on the date the customer subscribes to the service and renews automatically at the end of each billing period, unless the subscription is canceled or modified by the customer.

**Renewals and Changes to Subscription:** Subscriptions will automatically renew at the end of each billing cycle. Customers can change their subscription plan or cancel their subscription by notifying BLITZ SPORTS, INC. The service will continue until the end of the current billing cycle after which service will terminate.

**Late Payments and Non-Payment:** Late payments may incur additional charges or result in suspension or termination of service. If a payment is not received by the due date, BLITZ SPORTS, INC. reserves the right to suspend or terminate access to our services.

**Refunds and Credits:** All fees and charges are non-refundable, except as required by law or as specifically provided in this Agreement. In certain cases, at BLITZ SPORTS, INC.'s sole discretion, credits or partial refunds may be issued for unused portions of the service or for extenuating circumstances.

**Price Changes:** BLITZ SPORTS, INC. reserves the right to modify subscription prices. Any price changes will be communicated to customers in advance, and will take effect at the start of the next billing cycle following the notification.

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By subscribing to our HaaS solutions, you agree to these subscription and payment terms and acknowledge your responsibility to pay the subscription fees as outlined.

### Use of Hardware

This section outlines the terms governing the use of the hardware provided by BLITZ SPORTS, INC. under our Hardware as a Service (HaaS) model. It is important that you adhere to these terms to ensure the effective and lawful use of our hardware.

**Authorized Use:** The hardware provided by BLITZ SPORTS, INC. is to be used solely for the purpose of controlling Nevco scoreboards as intended and outlined in our service descriptions. The hardware must be used in compliance with all applicable laws, regulations, and this Agreement.

**Installation and Setup:** The customer is responsible for the proper installation and setup of the hardware, in accordance with the instructions provided by BLITZ SPORTS, INC. Any damage or malfunction resulting from improper installation or setup will not be covered under our support and maintenance services.

**Prohibited Activities:** The following activities are strictly prohibited in relation to the use of our hardware and software:

**Illegal Use:** Using the hardware for any unlawful activities or purposes.

**Reverse Engineering:** Disassembling, reverse engineering, or attempting to derive the composition or underlying information of the hardware.

**Tampering and Unauthorized Modifications:** Tampering with, modifying, or making unauthorized alterations to the hardware.

**Resale or Redistribution:** Reselling, leasing, renting, or otherwise redistributing the hardware without prior written consent from BLITZ SPORTS, INC.

**Overloading:** Using the hardware in a manner that excessively overloads or imposes an unreasonable burden on the hardware or associated systems.

**Interference with Other Equipment:** Using the hardware in a way that interferes with or damages other equipment, including Nevco scoreboards not covered under this Agreement.

**Bypassing Security Measures:** Attempting to bypass any security or protection measures in place on the hardware.

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**Maintenance and Repairs:** The customer shall not attempt to repair, alter, or otherwise perform maintenance on the hardware without prior written authorization from BLITZ SPORTS, INC.. All maintenance and repairs must be performed by authorized personnel.

**Return of Hardware:** Upon the end of the billing cycle of a terminated subscription, the hardware must be returned to BLITZ SPORTS, INC. in good working condition, normal wear and tear excepted. Failure to return the hardware, or returning it in a damaged or altered state, may result in additional charges.

**Compliance with Policies and Guidelines:** The customer agrees to comply with all policies and guidelines provided by BLITZ SPORTS, INC. regarding the use and care of the hardware.

Violation of these terms may result in immediate termination of your subscription, additional charges, and/or legal action. By using our hardware and software, you acknowledge and agree to these conditions and restrictions.

## Ownership and Risk

**Ownership of Hardware:** The hardware, which includes the scoreboard connection box and any other equipment provided by BLITZ SPORTS, INC., remains at all times the sole and exclusive property of BLITZ SPORTS, INC. The customer has no right, title, or ownership interest in the hardware, except for the right to use it in accordance with the terms of this Agreement.

**No Transfer of Ownership:** This Agreement does not constitute a sale of the hardware or any portion thereof. The customer may not sell, transfer, lease, encumber, or assign all or part of the hardware to any third party.

**Customer's Responsibility for Hardware:** While in possession of the hardware, the customer is responsible for its safekeeping and proper use. The customer agrees to:

- Use the hardware only for its intended purpose and in compliance with all applicable instructions and guidelines provided by BLITZ SPORTS, INC.
- Protect the hardware from damage, loss, or theft.

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- Not alter, modify, or tamper with the hardware in any way without prior written consent from BLITZ SPORTS, INC.
- Ensure that the hardware is not subjected to careless, negligent, or inappropriate use or conditions.

**Risk of Loss or Damage:** The risk of loss or damage to the hardware passes to the customer upon delivery of the hardware. In the event of loss, theft, or damage to the hardware, BLITZ SPORTS INC. will replace the hardware exactly one time at no additional cost to the customer. The customer is responsible for the cost of repair or replacement, up to the full retail value of the hardware for all subsequent loss, theft, or damage events.

**Insurance:** The customer is encouraged to obtain appropriate insurance coverage for the hardware against risks such as loss, theft, and damage. BLITZ SPORTS, INC. is not responsible for providing insurance coverage for the hardware.

**Return of Hardware:** Upon the end of the billing cycle of a terminated subscription, the hardware must be returned to BLITZ SPORTS, INC. in the same condition as received, normal wear and tear excepted. Failure to return the hardware in the required condition may result in additional charges to the customer.

By using the hardware provided by BLITZ SPORTS, INC., the customer acknowledges and agrees to these ownership and risk terms.

### Limitation of Liability:

BLITZ SPORTS, INC. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the hardware and services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

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BLITZ SPORTS, INC.'s total liability for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services (or, if we choose, to supply you the services again).

**Indemnification:** You agree to defend, indemnify, and hold harmless BLITZ SPORTS, INC., its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the hardware and services, including, but not limited to, any use of the hardware's content, services, and products other than as expressly authorized in these terms or your use of any information obtained from the services.

**Disclaimer of Warranties:** The hardware and services are provided on an "as is" and "as available" basis. BLITZ SPORTS, INC. does not warrant that the service will be uninterrupted, secure, or free from errors, viruses, or other harmful components.

BLITZ SPORTS, INC. makes no warranty or representation about the completeness, security, reliability, quality, accuracy, or availability of the services. No advice or information, whether oral or written, obtained by you from BLITZ SPORTS, INC. or through the services, will create any warranty not expressly stated herein.

## Termination

**Termination by the Customer:** Customers may terminate their subscription at any time. This agreement remains in effect until the end of the paid customer billing cycle.

**Termination by BLITZ SPORTS, INC.:** BLITZ SPORTS, INC. reserves the right to terminate the agreement at any time if the customer violates any terms of this Agreement, including but not limited to non-payment, misuse of the hardware, or engaging in prohibited activities.

In the event of termination for cause, BLITZ SPORTS, INC. will provide the customer with notice of termination, and associated hardware will be deprovisioned by BLITZ SPORTS, INC. Customer forfeits the remainder of the paid subscription.

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**Effect of Termination:** Upon end of the paid billing cycle, all rights and licenses granted to the customer under this Agreement will immediately cease.

**Post-Termination Obligations:** Following the termination, the customer is required to return the hardware to BLITZ SPORTS, INC. Failure to return the hardware in the required condition may result in additional charges.

Any provisions of this Agreement that, by their nature, should survive termination will remain in effect after termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

**Suspension of Service:** BLITZ SPORTS, INC. reserves the right to suspend service in the event of non-payment or violation of the terms of this Agreement. Suspension does not relieve the customer of their payment obligations under the Agreement.

By subscribing to the HaaS provided by BLITZ SPORTS, INC., the customer agrees to these termination terms.

## Changes to Terms of Service

BLITZ SPORTS, INC. reserves the right to update or modify these Terms of Service at any time. Changes to the Terms of Service are effective immediately upon posting and apply to all access to and use of the Hardware as a Service (HaaS) thereafter.

**Notification of Changes:** BLITZ SPORTS, INC. will provide reasonable advance notice of any significant changes to these Terms of Service. Notice will be given through appropriate channels, such as email notification to customers, posting on our website, or through our iOS application.

**Review of Changes:** Customers are responsible for regularly reviewing the Terms of Service. Continued use of the HaaS following any changes to the Terms of Service constitutes acceptance of those changes.

**Material Changes:** In the case of material changes to the Terms of Service, customers will be given the opportunity to review and accept the changes. Material changes may include, but are not limited to, changes in fees, payment terms, or rights and obligations related to the use of the hardware and services.

**Customer's Right to Terminate:** If a customer disagrees with any changes to the Terms of Service, the customer has the right to terminate their subscription



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before the new terms take effect. The termination must be communicated in writing to BLITZ SPORTS, INC., as outlined in the Termination section of this Agreement.

**Effectiveness of Changes:** Changes to the Terms of Service will not be retroactive. If changes are made, they will apply only to activities and information on a going-forward basis.

**Agreement to Changes:** By continuing to use the HaaS after changes to the Terms of Service are made and posted, customers are affirming their agreement to be bound by the revised terms. If the customer does not agree to the new terms, they must stop using the HaaS and return any hardware provided as part of the service.

BLITZ SPORTS, INC. will notify active customers of material changes to Terms of Service.

## Governing Law

This section outlines the governing law for the Terms of Service agreement between BLITZ SPORTS, INC. and its customers.

**Jurisdiction:** The Terms of Service shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to its conflict of law principles.

**Legal Proceedings:** Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the services provided by BLITZ SPORTS, INC. shall be instituted exclusively in the provincial and federal courts located in Alberta, Canada. The customer agrees to submit to the jurisdiction of such courts and waives any objection to the exercise of jurisdiction over them by such courts and to venue in such courts.

**Applicable Laws:** The customer agrees to comply with all local, provincial, and national, and international laws and regulations applicable to their use of BLITZ SPORTS, INC.'s services, including but not limited to those related to data privacy, international communications, and the transmission of technical or personal data.

**Legal Compliance:** If any provision of these Terms of Service is found to be invalid or unenforceable under the law, that provision will be amended and interpreted to accomplish the objectives of such provision to the greatest extent

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possible under applicable law, and the remaining provisions will continue in full force and effect.

## Contact Information

For any questions, concerns, or communications regarding the Terms of Service, Hardware as a Service (HaaS), or any related matters, customers are encouraged to contact BLITZ SPORTS, INC. using the following contact information:

### Email:

- For general inquiries: [info@blitzsports.com](mailto:info@blitzsports.com)
- For support-related issues: [support@blitzsports.com](mailto:support@blitzsports.com)

### Website:

<https://blitzsports.com>

### Social Media:

Connect with us on our social media platforms for updates and announcements:

- Facebook: <https://www.facebook.com/BlitzSports/>
- Instagram: <https://www.instagram.com/therealblitzsports/>
- YouTube: <https://www.youtube.com/@blitzsportsapp>
- X: <https://twitter.com/blitzsportsapp>
- LinkedIn: <https://www.linkedin.com/company/blitzsports/>

BLITZ SPORTS, INC. is committed to providing exceptional service and support. Please do not hesitate to reach out to us for any assistance or information you may require.

## Acknowledgement

By using the Hardware as a Service (HaaS) provided by BLITZ SPORTS, INC., the customer acknowledges and agrees to the following:

**Understanding of Terms:** The customer affirms that they have read and understood the Terms of Service agreement in its entirety, including all sections and provisions.

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**Agreement to Terms:** The customer agrees to be legally bound by the Terms of Service, including all obligations, responsibilities, and conditions described therein.

**Authority to Agree:** If the customer is entering into this agreement on behalf of a company or other legal entity, they represent and warrant that they have the authority to bind such entity to these terms.

**Acceptance of Changes:** The customer acknowledges that BLITZ SPORTS, INC. may, at its sole discretion, change or amend these Terms of Service at any time. The customer agrees to review the Terms of Service periodically for any such changes and understands that continued use of the HaaS constitutes acceptance of any amended terms.

**Accuracy of Information:** The customer attests that all information provided to BLITZ SPORTS, INC. in relation to their subscription and use of the HaaS is accurate, complete, and current.

**Legal Compliance:** The customer agrees to comply with all applicable laws and regulations in their use of the HaaS provided by BLITZ SPORTS, INC.

**Non-Transferability:** The customer understands that their rights and obligations under this agreement are non-transferable and specific to the customer's use of BLITZ SPORTS, INC.'s HaaS.

*Version 2024.01.21*