

Terms of Service

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1. Introduction and Acceptance

Welcome to our comprehensive sports media and community platform (the "Platform" or "Service"). These Terms of Service ("Terms") constitute a legally binding agreement

between you ("User," "you," or "your") and [COMPANY NAME] ("Company," "we," "us," or "our") governing your access to and use of our sports-focused web application, including all related services, features, content, and applications.

Our Platform represents a sophisticated integration of sports media consumption, community building, and artificial intelligence technologies designed to enhance the sports viewing and discussion experience. By providing club management capabilities, real-time streaming integration, interactive chat features, and AI-powered personalization, we create a comprehensive ecosystem for sports enthusiasts to connect, engage, and share their passion for sports content.

Acceptance of Terms: By accessing, browsing, registering for, or using our Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference [1]. If you do not agree to these Terms in their entirety, you must not access or use our Platform. Your continued use of the Platform following any modifications to these Terms constitutes your acceptance of such modifications.

Legal Capacity: You represent and warrant that you have the legal capacity to enter into this agreement. If you are under the age of 18, you may only use our Platform with the involvement and consent of a parent or guardian who agrees to be bound by these Terms. If you are using the Platform on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

Scope of Agreement: These Terms apply to all users of the Platform, including but not limited to casual browsers, registered users, club owners, club members, and any other individuals who interact with our services. The Terms govern all aspects of your relationship with our Platform, including account creation, content creation and consumption, community participation, payment processing, and data handling.

Regulatory Compliance: Our Platform operates in compliance with applicable laws and regulations worldwide, including but not limited to the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Digital Millennium Copyright Act (DMCA), and emerging artificial intelligence regulations such as the EU AI Act [2]. We are committed to maintaining the highest standards of legal compliance while providing innovative sports media experiences.

Platform Evolution: As our Platform continues to evolve and incorporate new technologies, features, and services, these Terms may be updated to reflect such changes. We encourage users to review these Terms periodically to stay informed about their rights and obligations when using our services.

2. Platform Description and Services

Core Platform Functionality: Our Platform provides a comprehensive sports media and community management system built on modern web technologies, including React frontend architecture, Express.js backend infrastructure, and PostgreSQL database management. The Platform integrates multiple sports content sources, real-time communication capabilities, and artificial intelligence features to create an immersive sports viewing and discussion environment.

Club Management System: The Platform's primary feature is its sophisticated club management system that allows users to create, manage, and participate in sports-focused communities. Club owners can establish private or public clubs with customizable settings including member limits, streaming sources, and community guidelines. Each club operates as an independent community space with its own membership roster, chat capabilities, and content sharing features. The system supports various club configurations, from intimate private groups to large public communities, accommodating diverse user preferences and engagement styles.

Live Streaming Integration: Our Platform integrates with multiple streaming sources to provide users with access to sports content. The primary integration includes NFL Network streaming capabilities, allowing clubs to collectively view official NFL content within their community spaces [3]. Additionally, the Platform supports YouTube streaming integration, enabling clubs to share and view YouTube-hosted sports content, highlights, and commentary. This dual-source approach ensures comprehensive coverage of sports content while maintaining compliance with respective content licensing agreements.

Real-Time Communication Features: The Platform incorporates advanced real-time chat functionality powered by WebSocket technology, enabling instantaneous communication among club members during live sports events. The chat system supports message persistence, user identification, and moderation capabilities. Messages are stored securely in our database system and cached locally for optimal performance. The communication system includes features for message history, user mentions, and real-time typing indicators to enhance the interactive viewing experience.

Artificial Intelligence and Personalization: Our Platform leverages artificial intelligence technologies to enhance user experience through intelligent caching systems, content recommendations, and personalized features. The AI-powered caching system optimizes data retrieval and storage, reducing load times and improving overall platform performance. Machine learning algorithms analyze user behavior patterns to provide personalized content suggestions and optimize the user interface based on individual preferences and usage patterns [4].

User Authentication and Security: The Platform implements robust authentication systems supporting multiple login methods, including traditional email and password authentication, as well as integration with Replit's OpenID Connect system. Session

management utilizes PostgreSQL-based storage with automatic session refresh capabilities, ensuring secure and persistent user authentication across platform interactions. Security measures include password hashing using industry-standard cryptographic functions and comprehensive session management protocols.

Data Management and Caching: Our Platform employs a sophisticated multi-layer caching system that includes client-side localStorage persistence and React Query integration for optimal performance. The caching system intelligently manages user data, club information, and chat history with time-to-live (TTL) based expiration mechanisms. This approach ensures rapid data access while maintaining data freshness and accuracy across all platform features.

Monetization and Creator Support: The Platform integrates with Buy Me a Coffee, a third-party payment processing service, to enable optional monetization for club owners and content creators. This integration allows community members to support their favorite club creators through voluntary contributions, fostering a sustainable ecosystem for high-quality sports content and community management. The monetization features are entirely optional and do not affect core platform functionality.

Mobile and Cross-Platform Compatibility: Our Platform is designed with responsive web technologies to ensure optimal functionality across desktop, tablet, and mobile devices. The user interface adapts seamlessly to different screen sizes and input methods, providing consistent user experience regardless of the device used to access the Platform. Touch-friendly interfaces and mobile-optimized navigation ensure full feature accessibility on all supported devices.

Content Discovery and Organization: The Platform provides comprehensive content discovery mechanisms, including public club browsing, search functionality, and categorization systems. Users can explore public clubs based on sports interests, team affiliations, and community size. The organization system includes club descriptions, member counts, activity levels, and streaming preferences to help users find communities that match their interests and viewing preferences.

Performance Monitoring and Analytics: Our Platform incorporates performance monitoring systems to ensure optimal service delivery and user experience. Analytics capabilities track platform usage patterns, performance metrics, and user engagement levels while maintaining strict privacy compliance. This data helps us continuously improve platform functionality and identify areas for enhancement without compromising user privacy or data security.

3. User Accounts and Registration

Account Creation Requirements: To access the full functionality of our Platform, users must create an account by providing accurate, current, and complete information during the registration process. Required information includes a valid email address, unique username, first and last name, and a secure password meeting our security requirements. Users may also register through our integrated Replit OpenID Connect system, which streamlines the authentication process while maintaining security standards [5].

Username and Email Uniqueness: Each user account must have a unique username and email address within our system. Usernames serve as public identifiers within clubs and chat systems, while email addresses are used for account verification, security notifications, and important platform communications. Users are responsible for selecting appropriate usernames that comply with our community guidelines and do not infringe upon the rights of others or violate applicable laws.

Password Security and Management: Users are required to create strong passwords that meet our security criteria, including minimum length requirements and complexity standards. Passwords are securely hashed using industry-standard cryptographic functions before storage in our database systems. Users are solely responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account. We strongly recommend using unique passwords not used on other platforms and enabling any additional security features we may provide.

Account Verification and Activation: Upon registration, users may be required to verify their email address through a confirmation process. This verification helps ensure account security and enables important platform communications. Users must complete any required verification steps before gaining full access to platform features. Failure to complete verification within specified timeframes may result in account restrictions or deletion.

Account Information Accuracy: Users are responsible for maintaining accurate and up-to-date account information throughout their use of the Platform. This includes promptly updating email addresses, names, and other profile information when changes occur. Providing false, misleading, or outdated information may result in account suspension or termination. Users can update their account information through their profile settings at any time.

Account Security Responsibilities: Users must take reasonable steps to protect their account security, including logging out of shared devices, not sharing login credentials with others, and promptly notifying us of any suspected unauthorized access to their account. Users should regularly monitor their account activity and report any suspicious or unauthorized activities immediately. We reserve the right to suspend accounts that show signs of compromise or unauthorized access pending security verification.

Multiple Account Restrictions: Users are generally limited to one account per person unless specifically authorized by us for legitimate business or organizational purposes. Creating multiple accounts to circumvent platform restrictions, manipulate voting or engagement systems, or engage in other prohibited activities is strictly forbidden and may result in termination of all associated accounts.

Account Transferability: User accounts are personal to the registered user and may not be transferred, sold, or assigned to any other person or entity without our express written consent. Any attempt to transfer account ownership without authorization will result in immediate account termination. This restriction helps maintain platform security and prevents abuse of our systems.

Organizational and Business Accounts: Organizations, businesses, or other entities may create accounts for legitimate purposes related to sports content, community management, or fan engagement. Such accounts must clearly identify the organization and comply with all applicable terms. The individual creating the account must have authority to bind the organization to these Terms and our Privacy Policy.

Account Data and Portability: Users have the right to access their account data and, in certain circumstances, to receive a copy of their data in a portable format as required by applicable data protection laws. Account data includes profile information, club memberships, chat history (subject to privacy considerations of other users), and other user-generated content associated with the account [6].

Inactive Account Management: Accounts that remain inactive for extended periods may be subject to data retention policies and potential deletion in accordance with our Privacy Policy and applicable legal requirements. We will provide reasonable notice before deleting inactive accounts and offer opportunities for users to reactivate their accounts if desired.

Account Suspension and Appeal Process: We reserve the right to suspend or restrict accounts that violate these Terms or engage in activities that harm the Platform or other users. Users whose accounts are suspended will be notified of the reason for suspension and, where appropriate, provided with information about appeal processes. We strive to apply account restrictions fairly and proportionally to the severity of violations.

4. User Responsibilities and Conduct

General Conduct Standards: All users are expected to conduct themselves in a manner that promotes a positive, inclusive, and respectful environment for sports discussion and community engagement. Users must comply with all applicable local, state, national, and international laws and regulations while using our Platform. This includes but is not limited to laws regarding intellectual property, privacy, harassment, discrimination, and content distribution [7].

Respectful Communication: Users must engage in respectful and constructive communication within clubs and chat systems. Harassment, bullying, threats, hate speech, discriminatory language, or any form of abusive behavior toward other users is strictly prohibited. This includes content that targets individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic. Sports discussions should remain focused on the content and avoid personal attacks or inflammatory rhetoric.

Content Responsibility: Users are solely responsible for all content they post, share, or transmit through our Platform, including chat messages, club descriptions, profile information, and any other user-generated content. Users must ensure that their content does not violate intellectual property rights, privacy rights, or any other legal rights of third parties. Content must be accurate to the best of the user's knowledge and not intentionally misleading or false.

Intellectual Property Compliance: Users must respect the intellectual property rights of others, including copyrights, trademarks, and other proprietary rights. Users may not post, share, or distribute copyrighted content without proper authorization from the rights holder. This includes sports broadcasts, commentary, images, videos, or other protected content. Users should be particularly mindful of sports content licensing restrictions and broadcasting rights when sharing or discussing content within clubs [8].

Privacy and Personal Information: Users must respect the privacy of other users and not share personal information about others without their consent. This includes real names, contact information, location data, or any other personally identifiable information. Users should be cautious about sharing their own personal information and understand that information shared in public clubs may be visible to all club members and potentially other users.

Platform Security: Users must not attempt to compromise the security or integrity of our Platform or other users' accounts. Prohibited activities include attempting to gain unauthorized access to accounts, systems, or data; distributing malware or malicious code; conducting denial-of-service attacks; or engaging in any other activities that could harm platform functionality or security. Users must not attempt to reverse engineer, decompile, or otherwise extract source code from our Platform.

Authentic Identity: Users must provide truthful information about their identity and not impersonate other individuals, organizations, or entities. This includes not creating fake accounts, misrepresenting affiliations with sports teams or organizations, or claiming credentials or expertise that the user does not possess. Users may use pseudonyms or screen names but must not use them to deceive or mislead other users about their identity or intentions.

Commercial Activity Restrictions: Users may not use our Platform for unauthorized commercial activities, including but not limited to advertising products or services unrelated to sports, conducting business transactions outside of our approved monetization features, or soliciting users for external commercial purposes. The only approved commercial activity is the optional Buy Me a Coffee integration for club creators, which must be used in accordance with the terms of that service and our Platform policies.

Spam and Unwanted Content: Users must not engage in spamming activities, including sending unsolicited messages, posting repetitive content, or flooding chat systems with excessive or irrelevant messages. Users should contribute meaningfully to discussions and avoid posting content solely for the purpose of disrupting conversations or promoting external interests.

Compliance with Club Rules: When participating in clubs, users must comply with any additional rules or guidelines established by club owners, provided such rules do not conflict with these Terms or applicable laws. Club owners have the authority to moderate their communities and may remove users who violate club-specific guidelines. However, club rules cannot override fundamental platform policies or legal requirements.

Reporting Violations: Users have a responsibility to report violations of these Terms or other inappropriate behavior they observe on the Platform. We provide reporting mechanisms for users to flag problematic content or behavior, and we encourage users to utilize these tools to help maintain a positive community environment. False or malicious reporting is itself a violation of these Terms.

Cooperation with Investigations: Users must cooperate with any investigations we conduct regarding violations of these Terms or applicable laws. This may include providing information about account activities, content creation, or interactions with other users. Users must not interfere with or obstruct such investigations or attempt to destroy evidence of violations.

Age-Appropriate Conduct: Given that our Platform may be used by individuals of various ages, users must ensure that their conduct and content are appropriate for a general audience. This includes avoiding explicit language, adult content, or discussions that would be inappropriate for younger users who may be present in sports communities.

International Considerations: Users accessing our Platform from different countries must comply with their local laws and regulations in addition to these Terms. Users are responsible for understanding and complying with any restrictions or requirements that may apply to their use of our Platform based on their location or jurisdiction [9].

5. Club Management and Community Guidelines

Club Creation and Ownership: Users may create sports clubs to build communities around shared interests in specific teams, sports, or sporting events. Club creators automatically become club owners with administrative privileges and responsibilities for managing their communities. Club ownership includes the authority to set club policies, moderate discussions, manage membership, and configure club settings including privacy levels, member limits, and streaming preferences.

Club Privacy Settings: Club owners may designate their clubs as either public or private. Public clubs are discoverable by all platform users and allow open membership subject to any restrictions set by the club owner. Private clubs require invitation or approval for membership and are not visible in public club directories. Club owners may change privacy settings at any time, but such changes will only apply to future membership requests and will not affect existing members.

Membership Management: Club owners have the authority to accept or reject membership requests, remove members who violate club guidelines, and establish criteria for membership. Members may join multiple clubs and participate in various communities simultaneously. Club owners may set maximum member limits to maintain manageable community sizes and ensure quality discussions. Members may leave clubs at any time, and club owners may remove members for violations of club rules or platform Terms.

Moderation Capabilities: Club owners have access to comprehensive moderation tools including the ability to mute disruptive members, ban users who repeatedly violate guidelines, and delete inappropriate messages from club chat systems. Muted members can view club content but cannot participate in chat discussions for the duration of their muting period. Banned members are permanently removed from the club and cannot rejoin without explicit reinvasion from the club owner.

Club Content and Streaming: Clubs may integrate with approved streaming sources including NFL Network and YouTube to provide shared viewing experiences for members. Club owners are responsible for ensuring that any content shared or streamed within their clubs complies with applicable licensing agreements and copyright laws. Clubs may not be used to distribute unauthorized copyrighted content or facilitate illegal streaming activities [10].

Community Guidelines Enforcement: While club owners have primary responsibility for moderating their communities, all clubs must comply with platform-wide community guidelines and these Terms of Service. We reserve the right to intervene in club management when necessary to address violations of platform policies, legal requirements, or to protect user safety. This may include removing content, suspending club activities, or transferring club ownership in extreme circumstances.

Club Descriptions and Branding: Club owners may create descriptions, set club names, and establish branding for their communities. All club information must be accurate,

appropriate, and not infringe upon the intellectual property rights of others. Club names and descriptions cannot include offensive language, misleading information, or content that violates platform policies. Clubs may not impersonate official sports organizations, teams, or media outlets without proper authorization.

Member Responsibilities: Club members are expected to contribute positively to their communities and follow both platform-wide guidelines and club-specific rules established by club owners. Members should engage respectfully with other community members, stay on topic during discussions, and report any violations of club or platform guidelines to appropriate moderators. Members who consistently violate guidelines may be removed from clubs or face platform-wide restrictions.

Club Data and Continuity: Club owners are responsible for the ongoing management and maintenance of their communities. In cases where club owners become inactive or violate platform terms, we may transfer club ownership to active members or take other appropriate actions to ensure community continuity. Club data, including member lists and chat history, is maintained according to our data retention policies and applicable legal requirements.

Monetization and Support: Club owners may optionally integrate Buy Me a Coffee functionality to receive voluntary support from community members. This monetization feature is entirely optional and does not affect core club functionality. Club owners who choose to enable monetization features must comply with the terms of service of the payment processing platform and any applicable tax obligations in their jurisdiction.

Club Dissolution and Termination: Club owners may dissolve their clubs at any time, which will result in the permanent deletion of club data and the removal of all members. We may also terminate clubs that violate platform policies or legal requirements. In cases of club termination, members will be notified when possible, and any relevant data will be handled according to our Privacy Policy and data retention guidelines.

Cross-Club Interactions: Members may participate in multiple clubs simultaneously and may reference or discuss content from other clubs, provided such discussions comply with privacy expectations and club-specific guidelines. Users should be mindful of confidentiality when participating in private clubs and should not share private club content in public forums without appropriate permissions.

Club Analytics and Insights: Club owners may have access to basic analytics about their communities, including membership growth, activity levels, and engagement metrics. All analytics data is provided in aggregate form and does not include personally identifiable information about individual members beyond what is already visible through normal club participation.

Dispute Resolution: Disputes between club members should first be addressed through club moderation systems and communication with club owners. If disputes cannot be

resolved at the club level and involve violations of platform terms, users may report issues to platform administrators for review and potential intervention. We encourage users to resolve conflicts constructively and maintain the positive community atmosphere that makes sports discussions enjoyable for all participants.

6. Content and Intellectual Property

User-Generated Content Ownership: Users retain ownership of the original content they create and post on our Platform, including chat messages, club descriptions, profile information, and other user-generated materials. However, by posting content on our Platform, users grant us a non-exclusive, worldwide, royalty-free license to use, display, reproduce, modify, and distribute such content as necessary to provide and improve our services. This license includes the right to make content available to other users as part of the Platform's functionality.

Platform Content and Proprietary Rights: All Platform software, design elements, user interfaces, graphics, logos, trademarks, and other proprietary content are owned by us or our licensors and are protected by intellectual property laws. Users may not copy, modify, distribute, or create derivative works based on our proprietary content without explicit written permission. The Platform's underlying technology, including its artificial intelligence systems, caching mechanisms, and database structures, constitutes our proprietary intellectual property.

Third-Party Content Integration: Our Platform integrates with various third-party content sources, including NFL Network, YouTube, and other sports media providers. Users acknowledge that such content is owned by the respective content providers and is subject to their licensing terms and conditions. Users may not use our Platform to access, distribute, or share third-party content in violation of the content owners' rights or licensing agreements [11].

Copyright Compliance and DMCA: We respect the intellectual property rights of others and expect our users to do the same. We comply with the Digital Millennium Copyright Act (DMCA) and have implemented procedures for responding to claims of copyright infringement. If you believe that content on our Platform infringes your copyright, you may submit a DMCA takedown notice to our designated copyright agent. We will investigate valid claims and remove infringing content when appropriate [12].

DMCA Takedown Procedures: Copyright holders who believe their work has been infringed may submit a takedown notice that includes: (1) identification of the copyrighted work claimed to be infringed; (2) identification of the allegedly infringing material and its location on our Platform; (3) contact information for the copyright holder; (4) a statement of good faith belief that the use is not authorized; (5) a statement that the information is

accurate and that the complainant is authorized to act on behalf of the copyright owner; and (6) a physical or electronic signature of the copyright holder or authorized representative.

Counter-Notification Process: Users whose content has been removed due to a DMCA takedown notice may submit a counter-notification if they believe the removal was made in error. Counter-notifications must include: (1) identification of the removed content and its former location; (2) a statement under penalty of perjury that the user has a good faith belief that the content was removed by mistake; (3) the user's contact information; (4) a statement consenting to jurisdiction of federal court; and (5) the user's physical or electronic signature.

Repeat Infringer Policy: We maintain a policy of terminating accounts of users who are repeat copyright infringers. Users who receive multiple valid DMCA takedown notices or who consistently post infringing content may have their accounts suspended or permanently terminated. We reserve the right to determine what constitutes repeat infringement based on the severity and frequency of violations.

Fair Use and Commentary: We recognize that sports discussions often involve commentary, criticism, and analysis that may reference copyrighted content under fair use principles. Users engaging in legitimate commentary or criticism should be mindful of fair use limitations and avoid posting substantial portions of copyrighted content. Fair use determinations are made on a case-by-case basis considering factors such as the purpose of use, nature of the work, amount used, and effect on the market for the original work.

Trademark Protection: Users may not use trademarks, service marks, or trade names owned by others in a manner that is likely to cause confusion about the source of goods or services. This includes using team logos, league marks, or other sports-related trademarks without proper authorization. Users may reference trademarks in discussions for informational purposes but may not use them in ways that suggest endorsement or affiliation without permission.

User Content Moderation: We reserve the right to review, moderate, and remove user-generated content that violates intellectual property rights, these Terms, or applicable laws. Content moderation may be performed through automated systems, human review, or a combination of both. We strive to balance free expression with respect for intellectual property rights and may err on the side of caution when addressing potential violations.

Content Backup and Preservation: While we implement reasonable measures to preserve user content, we do not guarantee the permanent availability or backup of user-generated content. Users are encouraged to maintain their own copies of important content. We may delete content as necessary to comply with legal requirements, manage storage resources, or address policy violations.

Licensing for Platform Features: Certain Platform features may require additional licensing agreements with third-party content providers. We will obtain necessary licenses for Platform functionality, but users remain responsible for ensuring their own use of content complies with applicable licensing terms. Users should not assume that content available through our Platform is freely usable for all purposes.

International Copyright Considerations: Copyright laws vary by jurisdiction, and users accessing our Platform from different countries must comply with their local copyright laws in addition to U.S. copyright law. We will respond to valid copyright claims under applicable international treaties and agreements, including the Berne Convention and other international copyright frameworks [13].

Content Attribution and Credits: When sharing or discussing content created by others, users should provide appropriate attribution when possible and practical. This includes crediting original creators, sources, and rights holders when sharing sports highlights, commentary, or other content. Proper attribution helps respect creators' rights and promotes ethical content sharing practices.

Artificial Intelligence and Content Generation: Our Platform may use artificial intelligence systems to enhance user experience, including content recommendations and personalization features. Any content generated or modified by our AI systems will be clearly identified as such. Users should be aware that AI-generated content may be subject to different intellectual property considerations than human-created content [14].

7. Sports Content and Broadcasting Rights

Broadcasting Rights Compliance: Our Platform integrates with legitimate streaming sources including NFL Network and YouTube to provide users with access to sports content. All streaming integrations are designed to comply with applicable broadcasting rights and licensing agreements. Users acknowledge that sports broadcasts, games, and related content are subject to complex licensing arrangements and territorial restrictions that may affect availability and access [15].

NFL Content Integration: The Platform's integration with NFL Network streaming is provided through official channels and is subject to the NFL's terms of service and broadcasting agreements. Users may access NFL content through our Platform only in accordance with the NFL's licensing terms and any geographical or temporal restrictions that may apply. Users may not record, redistribute, or otherwise exploit NFL content accessed through our Platform beyond the scope of permitted personal viewing.

YouTube Content Compliance: Our Platform's YouTube integration allows clubs to share and view YouTube-hosted sports content within their communities. All YouTube content accessed through our Platform remains subject to YouTube's terms of service, community

guidelines, and copyright policies. Users must comply with YouTube's restrictions on content use and may not use our Platform to circumvent YouTube's access controls or monetization systems [16].

Territorial and Geographic Restrictions: Sports content licensing often includes territorial restrictions that limit where content can be accessed or viewed. Users acknowledge that certain content may not be available in all geographic regions due to licensing limitations. We do not guarantee universal access to all sports content and may implement geographic restrictions as required by our content licensing agreements.

Live Event Limitations: Live sports broadcasts are subject to particularly strict licensing controls and may include blackout restrictions, exclusive distribution agreements, and other limitations. Users understand that live content availability may be limited or restricted based on their location, the specific event, and applicable broadcasting agreements. We are not responsible for content unavailability due to licensing restrictions beyond our control.

Content Recording and Redistribution: Users are strictly prohibited from recording, capturing, downloading, or redistributing sports content accessed through our Platform. This includes but is not limited to screen recording, audio capture, streaming to external platforms, or any other form of content reproduction. Such activities violate broadcasting rights and may result in immediate account termination and potential legal action.

Commentary and Discussion Rights: While users may not redistribute sports content itself, they retain the right to discuss, comment on, and analyze sports events and content within our Platform's community features. Such commentary and discussion are protected forms of expression, provided they do not include substantial reproduction of copyrighted content or violate other platform policies.

Third-Party Streaming Services: Users may share links to legitimate third-party streaming services within club discussions, provided such sharing complies with the terms of service of those platforms and does not facilitate unauthorized access to copyrighted content. Users should be cautious about sharing links to unauthorized streaming sites, as such activity may violate copyright laws and platform policies.

Sports League Policies: Different sports leagues and organizations have varying policies regarding content use, fan engagement, and digital media. Users should be aware that content related to specific leagues (NFL, NBA, MLB, NHL, etc.) may be subject to league-specific restrictions and policies. We will comply with reasonable requests from sports organizations regarding content use and user conduct.

Broadcast Quality and Availability: We do not guarantee the quality, availability, or reliability of sports content accessed through our Platform. Content quality and availability depend on third-party providers and may be affected by technical issues, licensing

changes, or other factors beyond our control. Users should not rely solely on our Platform for access to critical sports content and should have alternative viewing options available.

Commercial Use Restrictions: Sports content accessed through our Platform is intended for personal, non-commercial use only. Users may not use sports content for commercial purposes, including but not limited to advertising, promotion, or revenue generation activities. The only permitted commercial activity is the optional Buy Me a Coffee integration for club creators, which does not involve the commercial use of sports content itself.

Rights Holder Cooperation: We maintain cooperative relationships with sports content rights holders and will respond promptly to legitimate requests regarding content use, user conduct, or policy violations. Users should expect that rights holders may monitor platform activity and that violations of broadcasting rights may result in swift enforcement action.

Emerging Technologies and Rights: As sports broadcasting evolves to include new technologies such as virtual reality, augmented reality, and interactive features, users acknowledge that such content may be subject to additional licensing restrictions and usage limitations. We will update our policies as necessary to address new forms of sports content and broadcasting technologies.

International Broadcasting Considerations: Sports content licensing varies significantly between countries and regions due to different broadcasting agreements and legal frameworks. Users accessing our Platform from outside the United States should be aware that content availability and restrictions may differ based on their location and local broadcasting rights arrangements [17].

User Reporting of Violations: Users are encouraged to report suspected violations of broadcasting rights or unauthorized content sharing within our Platform. We take such reports seriously and will investigate potential violations promptly. Users who report violations in good faith will not face retaliation, while users who make false reports may face account restrictions.

Platform Liability Limitations: While we strive to ensure compliance with broadcasting rights and licensing agreements, users acknowledge that we cannot guarantee perfect compliance in all circumstances. Our liability for broadcasting rights violations is limited as set forth in the limitation of liability section of these Terms, and users agree to indemnify us for violations resulting from their own conduct or content sharing activities.

8. AI Features and Algorithmic Processing

Artificial Intelligence Integration: Our Platform incorporates various artificial intelligence and machine learning technologies to enhance user experience, optimize performance, and provide personalized features. These AI systems include intelligent caching mechanisms,

content recommendation algorithms, performance optimization tools, and automated content moderation capabilities. Users acknowledge that AI technologies are integral to Platform functionality and consent to the use of AI systems as described in these Terms and our Privacy Policy [18].

Algorithmic Transparency and Disclosure: In compliance with emerging AI regulations, including the EU AI Act, we are committed to providing transparency about our use of artificial intelligence systems. When AI systems are used to make decisions that significantly affect user experience, we will provide clear disclosure about the use of automated decision-making. Users have the right to understand how AI systems process their data and influence their Platform experience [19].

Data Processing for AI Systems: Our AI systems process user data to provide personalized experiences, optimize Platform performance, and improve service quality. This processing includes analysis of user behavior patterns, content preferences, engagement metrics, and technical performance data. All AI-related data processing is conducted in accordance with applicable data protection laws and our Privacy Policy. Users may opt out of certain AI-driven features through their account settings.

Content Recommendation Algorithms: Our Platform may use AI algorithms to recommend clubs, content, or other users based on interests, behavior patterns, and engagement history. These recommendation systems are designed to enhance user experience by surfacing relevant content and communities. Users can influence recommendations through their Platform interactions and may adjust recommendation settings in their account preferences.

Automated Content Moderation: We employ AI-powered content moderation systems to identify and address potentially harmful, inappropriate, or policy-violating content. These systems work alongside human moderators to maintain community standards and platform safety. While AI moderation helps scale our content review capabilities, users may appeal automated moderation decisions through our standard appeal processes.

Performance Optimization AI: Our intelligent caching system and performance optimization features use AI to predict user needs, preload relevant content, and optimize data delivery. These systems analyze usage patterns to improve Platform responsiveness and reduce loading times. Performance optimization AI operates transparently and does not require specific user consent beyond acceptance of these Terms.

Bias Monitoring and Fairness: We are committed to developing and deploying AI systems that are fair, unbiased, and inclusive. We regularly monitor our AI systems for potential bias and take corrective action when issues are identified. Our AI development practices include diverse training data, bias testing, and ongoing evaluation to ensure equitable treatment of all users regardless of their background or characteristics [20].

User Control and AI Preferences: Users have control over their interaction with AI systems and may adjust AI-related settings through their account preferences. This includes options to limit personalization, opt out of certain AI features, or request human review of AI-driven decisions. We provide clear information about available AI controls and respect user preferences regarding AI interaction.

AI System Limitations and Accuracy: Users acknowledge that AI systems, while sophisticated, are not infallible and may occasionally produce inaccurate results or recommendations. We do not guarantee the accuracy, completeness, or reliability of AI-generated content or recommendations. Users should exercise their own judgment when relying on AI-driven features and should not make important decisions based solely on AI recommendations.

Human Oversight and Intervention: All significant AI systems on our Platform include human oversight mechanisms to ensure appropriate operation and to address issues that may arise. Users may request human review of AI-driven decisions that significantly affect their Platform experience. We maintain the ability to intervene in AI system operations when necessary to protect user safety or Platform integrity.

AI Development and Improvement: We continuously improve our AI systems based on user feedback, performance metrics, and technological advances. This improvement process may involve analyzing aggregated user data to identify areas for enhancement. All AI development activities comply with applicable privacy laws and ethical AI principles. Users contribute to AI improvement through their Platform usage, and we may use aggregated, anonymized data for research and development purposes.

Third-Party AI Services: Our Platform may integrate with third-party AI services or tools to enhance functionality. When third-party AI services are used, they are subject to their own terms of service and privacy policies in addition to our Platform policies. We conduct due diligence on third-party AI providers to ensure they meet our standards for privacy, security, and ethical AI use.

AI Compliance and Regulatory Adherence: We monitor developments in AI regulation worldwide and adapt our AI systems to comply with applicable laws and standards. This includes compliance with the EU AI Act, emerging U.S. AI regulations, and other international AI governance frameworks. We may update our AI practices and user disclosures as regulatory requirements evolve [21].

Explainable AI and User Rights: Where required by law or where AI systems make significant decisions affecting users, we provide explanations of how AI systems work and how they influence user experiences. Users have rights regarding automated decision-making as specified in applicable data protection laws, including the right to object to automated processing and the right to request human intervention in certain circumstances.

AI Security and Safety: We implement robust security measures to protect our AI systems from manipulation, adversarial attacks, and unauthorized access. AI safety is a priority in our system design, and we regularly assess AI systems for potential risks or unintended consequences. Users should report any suspected AI system malfunctions or safety concerns to our support team.

Future AI Developments: As AI technology continues to evolve, we may introduce new AI features and capabilities to our Platform. Users will be notified of significant AI feature additions, and we will update these Terms and our Privacy Policy as necessary to address new AI implementations. We are committed to responsible AI development that prioritizes user benefit, safety, and privacy.

9. Payment Processing and Monetization

Buy Me a Coffee Integration: Our Platform offers optional integration with Buy Me a Coffee, a third-party payment processing service that enables club creators to receive voluntary financial support from community members. This integration is entirely optional and does not affect core Platform functionality. Club owners who choose to enable this feature must comply with Buy Me a Coffee's terms of service, privacy policy, and payment processing requirements [22].

Payment Processing Compliance: All payment processing through our Platform is handled by Buy Me a Coffee and their designated payment processors, including Stripe, which maintains PCI DSS Level 1 compliance. We do not directly process, store, or handle payment card information or other sensitive financial data. Users' payment information is subject to the privacy and security policies of the respective payment processors, not our Platform's data handling practices.

Creator Responsibilities: Club creators who enable monetization features are solely responsible for managing their Buy Me a Coffee accounts, setting appropriate support levels, and complying with all applicable tax obligations in their jurisdiction. Creators must provide accurate information to payment processors and maintain compliance with any reporting requirements for income received through the Platform. We do not provide tax advice or assistance with tax compliance.

Platform Revenue and Fees: We do not charge fees for the basic use of our Platform or for enabling Buy Me a Coffee integration. Any fees associated with payment processing are determined by Buy Me a Coffee and their payment processors, not by our Platform. We do not receive revenue from transactions processed through the Buy Me a Coffee integration, maintaining our role as a neutral platform facilitator.

Voluntary Nature of Support: All financial support provided through the Buy Me a Coffee integration is voluntary and does not create any obligation for club creators to provide

specific services, content, or benefits to supporters. Supporters should understand that their contributions are voluntary donations to support creators they appreciate, not purchases of goods or services. Club creators should not promise specific deliverables in exchange for support unless they are prepared to fulfill such commitments.

Refund and Dispute Policies: Refund requests and payment disputes related to Buy Me a Coffee transactions are handled directly by Buy Me a Coffee and their payment processors according to their respective policies. Our Platform does not process refunds or resolve payment disputes. Users experiencing payment issues should contact Buy Me a Coffee support directly for assistance.

Account Verification and Security: Club creators who enable monetization features may be required to complete additional verification processes with Buy Me a Coffee, including identity verification and tax information collection. These verification requirements are imposed by payment processors and regulatory authorities, not by our Platform. Creators are responsible for providing accurate verification information and maintaining account security.

Prohibited Monetization Activities: Users may not use our Platform for unauthorized commercial activities beyond the approved Buy Me a Coffee integration. Prohibited activities include direct sales of goods or services, unauthorized advertising, solicitation for external payment platforms, or any commercial activities that circumvent our approved monetization channels. Users may not use the Platform to promote or facilitate illegal financial activities.

International Payment Considerations: Buy Me a Coffee availability and payment processing capabilities may vary by country and region due to regulatory requirements and payment processor limitations. Users should verify that Buy Me a Coffee services are available in their jurisdiction before attempting to enable monetization features. Cross-border payments may be subject to additional fees, currency conversion charges, and regulatory requirements.

Tax Obligations and Reporting: Club creators who receive payments through Buy Me a Coffee are responsible for understanding and complying with all applicable tax obligations in their jurisdiction. This may include income tax reporting, sales tax collection, VAT obligations, or other tax requirements. Buy Me a Coffee may provide tax reporting documents as required by law, but creators should consult with tax professionals for guidance on their specific obligations [23].

Platform Liability for Payments: Our Platform serves as a facilitator for the Buy Me a Coffee integration but is not responsible for payment processing, transaction completion, or resolution of payment-related disputes. We do not guarantee the availability, reliability, or security of payment processing services and are not liable for any losses or damages related to payment transactions processed through third-party services.

Monetization Policy Changes: We reserve the right to modify, suspend, or discontinue monetization features at any time with reasonable notice to affected users. Such changes may be necessary due to regulatory requirements, changes in third-party service availability, or Platform policy updates. Users who rely on monetization features should maintain alternative revenue sources and not depend solely on Platform-based monetization.

Anti-Money Laundering Compliance: Payment processing through Buy Me a Coffee is subject to anti-money laundering (AML) and know-your-customer (KYC) requirements imposed by financial regulators. Users may be required to provide additional documentation or information to comply with these requirements. We cooperate with payment processors and regulatory authorities to ensure compliance with applicable financial regulations.

Creator Content and Support Relationship: The relationship between club creators and their supporters is independent of our Platform. We do not mediate disputes between creators and supporters, guarantee creator performance, or enforce any agreements between creators and supporters. Supporters should carefully consider their decisions to provide financial support and understand that such support does not create any contractual obligations.

Payment Security and Fraud Prevention: While we do not directly handle payment processing, we cooperate with payment processors to identify and prevent fraudulent activities. Users should report suspected fraudulent transactions or security issues to both our Platform support and the relevant payment processor. We may suspend or terminate accounts involved in fraudulent activities or payment abuse.

Accessibility and Inclusion: We strive to ensure that monetization features are accessible to creators from diverse backgrounds and circumstances. However, payment processor requirements, regulatory restrictions, and verification processes may limit availability for some users. We encourage users to contact payment processors directly if they encounter accessibility barriers with monetization features.

10. Data Processing and Privacy

Privacy Policy Integration: Our data processing practices are governed by our comprehensive Privacy Policy, which is incorporated into these Terms by reference and should be read in conjunction with this section. The Privacy Policy provides detailed information about what data we collect, how we use it, with whom we share it, and what rights users have regarding their personal information. Users are encouraged to review the Privacy Policy regularly as it may be updated to reflect changes in our practices or legal requirements [24].

Data Collection and Processing Purposes: We collect and process personal data necessary to provide Platform services, including account information (name, email, username), club participation data, chat messages, usage analytics, and technical information about device and browser usage. Data processing is conducted for legitimate purposes including service provision, security, performance optimization, legal compliance, and user experience enhancement. All data processing activities have lawful bases under applicable data protection laws.

User Consent and Control: Users provide consent for data processing through their acceptance of these Terms and our Privacy Policy, as well as through specific consent mechanisms for optional features such as AI personalization and marketing communications. Users maintain control over their data and may withdraw consent, modify privacy settings, or request data deletion through their account settings or by contacting our privacy team. Withdrawal of consent may affect the availability of certain Platform features.

Data Minimization and Purpose Limitation: We adhere to data minimization principles by collecting only the personal data necessary for specified, legitimate purposes. Data is not processed for purposes incompatible with the original collection purpose without obtaining additional consent or establishing a new lawful basis. We regularly review our data collection practices to ensure they remain necessary and proportionate to our service objectives.

Data Security and Protection: We implement appropriate technical and organizational measures to protect personal data against unauthorized access, alteration, disclosure, or destruction. Security measures include encryption of data in transit and at rest, access controls, regular security assessments, and employee training on data protection practices. While we strive to protect user data, users acknowledge that no security system is completely impenetrable and should take their own precautions to protect sensitive information.

Data Retention and Deletion: Personal data is retained only for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, resolve disputes, and enforce our agreements. We maintain data retention schedules that specify retention periods for different types of data. Users may request deletion of their personal data, subject to legal requirements and legitimate business needs. Deleted data is permanently removed from our active systems within reasonable timeframes.

International Data Transfers: Our Platform may transfer personal data across international borders to provide services to users worldwide. International transfers are conducted in compliance with applicable data protection laws using appropriate safeguards such as Standard Contractual Clauses, adequacy decisions, or other approved

transfer mechanisms. Users consent to international data transfers necessary for Platform operation and service provision [25].

User Rights and Data Subject Requests: Users have various rights regarding their personal data under applicable privacy laws, including rights to access, rectify, erase, restrict processing, object to processing, and data portability. Users may exercise these rights through their account settings or by submitting requests to our privacy team. We respond to valid data subject requests within the timeframes required by applicable law and provide clear information about how to exercise these rights.

Third-Party Data Sharing: We share personal data with third-party service providers only as necessary to provide Platform services and only under contractual arrangements that require appropriate data protection measures. Third-party recipients include hosting providers (Neon Database), email services (SendGrid), authentication services (Replit), and payment processors (Buy Me a Coffee/Stripe). We conduct due diligence on third-party providers to ensure they maintain adequate data protection standards.

Cookies and Tracking Technologies: Our Platform uses cookies and similar tracking technologies to enhance user experience, maintain session state, and analyze Platform usage. Users can control cookie settings through their browser preferences, though disabling certain cookies may affect Platform functionality. We provide clear information about our use of cookies and obtain consent where required by applicable law. Detailed cookie information is available in our Privacy Policy.

Children's Privacy Protection: Our Platform is not intended for use by children under the age of 13, and we do not knowingly collect personal data from children under 13. If we become aware that we have collected personal data from a child under 13, we will take steps to delete such data promptly. Parents or guardians who believe their child has provided personal data to our Platform should contact us immediately for assistance with data removal.

Data Breach Notification: In the event of a data breach that poses a risk to user privacy or security, we will notify affected users and relevant regulatory authorities as required by applicable law. Breach notifications will include information about the nature of the breach, potential consequences, and steps being taken to address the incident. Users should report suspected data breaches or security incidents to our security team promptly.

Privacy by Design and Default: We incorporate privacy considerations into the design and development of Platform features and services. This includes implementing privacy-protective defaults, minimizing data collection, providing user controls, and conducting privacy impact assessments for new features. Privacy by design principles guide our approach to product development and ensure that privacy protection is built into our systems from the ground up.

Automated Decision-Making and Profiling: Our Platform may use automated decision-making and profiling for purposes such as content recommendations, performance optimization, and fraud prevention. Users have rights regarding automated decision-making under applicable privacy laws, including the right to obtain human intervention and to challenge automated decisions. We provide transparency about automated decision-making processes and their potential impact on users.

Data Protection Officer and Privacy Contacts: We have designated privacy contacts responsible for overseeing data protection compliance and handling privacy-related inquiries. Users may contact our privacy team with questions about data processing, privacy rights, or privacy policy compliance. Contact information for privacy inquiries is provided in our Privacy Policy and at the end of these Terms.

Regulatory Compliance and Monitoring: We monitor developments in privacy and data protection law worldwide and update our practices to maintain compliance with applicable regulations including GDPR, CCPA, and other emerging privacy laws. Our compliance program includes regular policy reviews, staff training, privacy impact assessments, and cooperation with regulatory authorities when required [26].

11. Third-Party Integrations and Services

Overview of Third-Party Services: Our Platform integrates with various third-party services to provide comprehensive functionality and enhanced user experience. These integrations include database hosting (Neon Database), email communications (SendGrid), authentication services (Replit OpenID), payment processing (Buy Me a Coffee and Stripe), content delivery (Unsplash), and streaming services (NFL Network and YouTube). Each third-party service operates under its own terms of service and privacy policy, which users should review and understand [27].

Neon Database Services: Our Platform utilizes Neon Database for serverless PostgreSQL database hosting and management. User data, including account information, club data, and chat messages, is stored and processed through Neon's infrastructure. Neon Database provides enterprise-grade security, encryption, and data protection measures. Users acknowledge that their data may be processed and stored on Neon's servers, which may be located in different geographic regions subject to Neon's data residency policies.

SendGrid Email Communications: We use SendGrid for transactional email communications, including account verification, password resets, security notifications, and important Platform updates. SendGrid processes user email addresses and communication preferences according to their privacy policy and data protection standards. Users consent to receiving necessary Platform communications through SendGrid's email infrastructure as part of their Platform usage.

Replit Authentication Integration: Our Platform offers authentication through Replit's OpenID Connect system, allowing users to log in using their existing Replit accounts. When users choose this authentication method, they are subject to Replit's terms of service and privacy policy regarding account information and authentication data. We receive only the minimum information necessary to create and maintain user accounts on our Platform.

Buy Me a Coffee Payment Integration: The optional monetization features are provided through integration with Buy Me a Coffee, which handles all payment processing, transaction management, and financial compliance. Buy Me a Coffee utilizes Stripe for payment processing, ensuring PCI DSS Level 1 compliance for all financial transactions. Users who engage with monetization features are subject to the terms and policies of both Buy Me a Coffee and Stripe.

Unsplash Content Integration: Our Platform may integrate with Unsplash for accessing stock photography and visual content to enhance user experience and Platform aesthetics. Any use of Unsplash content is subject to Unsplash's license terms and usage restrictions. Users should not assume that Unsplash content accessed through our Platform is freely available for all uses and should review Unsplash's licensing terms for specific usage rights.

NFL Network and YouTube Streaming: Streaming integrations with NFL Network and YouTube are provided through official APIs and embed systems offered by these platforms. Users accessing content through these integrations remain subject to the respective platforms' terms of service, content policies, and geographic restrictions. We do not control the availability, quality, or content of third-party streaming services.

Third-Party Service Availability: We do not guarantee the continuous availability, reliability, or performance of third-party services integrated with our Platform. Third-party service outages, policy changes, or discontinuation may affect Platform functionality. We will make reasonable efforts to provide alternative solutions when third-party services become unavailable, but users should not rely solely on third-party integrations for critical functionality.

Data Sharing with Third Parties: We share user data with third-party service providers only as necessary to provide Platform services and only under contractual arrangements that require appropriate data protection measures. Data sharing is limited to the minimum necessary for each service provider to fulfill their function. We conduct due diligence on third-party providers to ensure they maintain adequate security and privacy standards compatible with our obligations to users.

Third-Party Privacy and Security: While we select third-party service providers based on their security and privacy standards, users acknowledge that third-party services operate under their own privacy policies and security measures. We are not responsible for the privacy or security practices of third-party services, though we will cooperate with users and authorities in addressing any issues that arise from third-party service providers.

Service Provider Changes: We reserve the right to change, add, or remove third-party service providers as necessary to maintain and improve Platform functionality. Users will be notified of significant changes to third-party integrations that may affect their data or Platform experience. We will ensure that any new service providers meet our standards for security, privacy, and service quality.

User Responsibilities for Third-Party Services: Users who interact with third-party services through our Platform are responsible for understanding and complying with the terms and policies of those services. This includes creating accounts with third-party services when necessary, maintaining compliance with their usage policies, and resolving any issues that arise from third-party service use.

Third-Party Content and Intellectual Property: Content accessed through third-party integrations remains subject to the intellectual property rights and licensing terms of the respective content providers. Users may not use our Platform to circumvent third-party content protection measures or to access content in violation of third-party terms of service. We respect the intellectual property rights of all third-party content providers.

Integration Security and API Management: Our integrations with third-party services utilize secure API connections, authentication tokens, and other security measures to protect data in transit and prevent unauthorized access. We regularly review and update our integration security practices to address emerging threats and maintain compliance with security standards. API keys and authentication credentials are managed according to industry best practices.

Liability for Third-Party Services: Our liability for issues arising from third-party service providers is limited as set forth in the limitation of liability section of these Terms. We are not responsible for third-party service failures, data breaches, policy violations, or other issues that originate with third-party providers. Users agree to look first to the relevant third-party service provider for resolution of issues related to their services.

Future Third-Party Integrations: As our Platform evolves, we may add new third-party integrations to enhance functionality and user experience. New integrations will be implemented with appropriate privacy and security protections, and users will be notified of significant new third-party services that may affect their data or Platform usage. We are committed to maintaining high standards for all third-party service providers we work with.

12. Platform Availability and Technical Requirements

Service Availability: We strive to maintain high Platform availability and reliability, but we do not guarantee uninterrupted or error-free service. Platform availability may be affected by maintenance activities, technical issues, third-party service outages, or other factors

beyond our control. We will make reasonable efforts to minimize service disruptions and provide advance notice of planned maintenance when possible.

Technical Requirements: Users are responsible for ensuring their devices and internet connections meet the minimum technical requirements for Platform access. These requirements include a modern web browser with JavaScript enabled, stable internet connectivity, and sufficient device resources to support real-time features such as chat and streaming. We may update technical requirements as Platform features evolve, and users are responsible for maintaining compatible systems.

Browser Compatibility: Our Platform is designed to work with current versions of major web browsers including Chrome, Firefox, Safari, and Edge. We do not guarantee compatibility with outdated browsers or browsers that do not support modern web standards. Users experiencing compatibility issues should update their browsers or contact our support team for assistance.

Mobile and Responsive Design: The Platform is optimized for use across desktop, tablet, and mobile devices through responsive design principles. While we strive to provide consistent functionality across all device types, some features may be optimized for specific screen sizes or input methods. Users should expect the best experience on devices that meet our recommended specifications.

Performance and Optimization: We implement various performance optimization techniques including intelligent caching, content delivery networks, and efficient data processing to ensure optimal Platform performance. However, actual performance may vary based on user location, internet connection quality, device capabilities, and current Platform usage levels. Users experiencing performance issues should check their internet connection and device resources before contacting support.

Maintenance and Updates: We regularly perform maintenance activities to improve Platform functionality, security, and performance. Maintenance may occasionally require temporary service interruptions, which we will minimize and schedule during low-usage periods when possible. Users will be notified of significant maintenance activities that may affect Platform availability.

Data Backup and Recovery: While we implement robust data backup and recovery systems to protect user data, we do not guarantee against all forms of data loss. Users are encouraged to maintain their own backups of important content and should not rely solely on our Platform for data preservation. Our data recovery capabilities are subject to technical limitations and may not be available in all circumstances.

Geographic Availability: Our Platform is designed to be accessible worldwide, but availability may be restricted in certain geographic regions due to legal requirements, licensing limitations, or technical constraints. Users accessing the Platform from restricted

regions do so at their own risk and are responsible for compliance with local laws and regulations.

Third-Party Dependencies: Platform functionality depends on various third-party services and infrastructure providers. Outages or issues with these dependencies may affect Platform availability and performance. We maintain relationships with reliable service providers and implement redundancy where possible, but cannot guarantee against all third-party service disruptions.

System Monitoring and Alerts: We continuously monitor Platform performance and availability through automated systems and manual oversight. Our monitoring systems track key performance metrics, error rates, and user experience indicators to identify and address issues promptly. Users may report technical issues through our support channels for investigation and resolution.

13. Prohibited Activities and Content Moderation

Prohibited Content: Users may not post, share, or transmit content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of privacy, hateful, or discriminatory. This includes content that promotes violence, terrorism, illegal activities, or harm to individuals or groups. Sports discussions should remain civil and focused on the content rather than personal attacks on other users, players, or public figures.

Spam and Abuse Prevention: Users are prohibited from engaging in spamming activities, including sending unsolicited messages, posting repetitive content, or flooding chat systems with excessive messages. Automated posting, bot activity, and other forms of artificial engagement are strictly forbidden. Users should contribute meaningfully to discussions and avoid disruptive behavior that degrades the experience for other community members.

Intellectual Property Violations: Users may not post content that infringes upon the intellectual property rights of others, including copyrighted material, trademarked content, or proprietary information shared without authorization. This includes unauthorized sharing of sports broadcasts, copyrighted images, or other protected content. Users should respect the rights of content creators and obtain proper permissions before sharing copyrighted material.

Impersonation and Fraud: Users may not impersonate other individuals, organizations, or entities, or misrepresent their identity, affiliations, or credentials. Creating fake accounts, assuming false identities, or engaging in deceptive practices is prohibited. Users should be honest about their identity and qualifications when participating in Platform discussions.

Security Violations: Users are prohibited from attempting to compromise Platform security, including hacking attempts, malware distribution, phishing activities, or any other

actions designed to gain unauthorized access to systems or user accounts. Users should not attempt to circumvent security measures or exploit vulnerabilities in Platform systems.

Content Moderation Approach: We employ a combination of automated systems and human moderators to identify and address prohibited content and behavior. Content moderation decisions are made based on these Terms, community guidelines, and applicable laws. We strive to apply moderation policies consistently and fairly while recognizing that context and nuance are important in content evaluation.

Reporting Mechanisms: Users can report violations of these Terms or inappropriate behavior through our reporting systems. Reports are reviewed by our moderation team and appropriate action is taken based on the severity and nature of violations. We encourage users to report genuine violations while discouraging false or malicious reports.

Enforcement Actions: Violations of these Terms may result in various enforcement actions including content removal, account warnings, temporary suspensions, or permanent account termination. The severity of enforcement action depends on the nature and frequency of violations. We reserve the right to take immediate action for serious violations that pose risks to user safety or Platform integrity.

Appeal Process: Users who believe their content has been incorrectly removed or their account has been unfairly restricted may appeal moderation decisions through our appeal process. Appeals are reviewed by senior moderation staff and decisions are communicated to users within reasonable timeframes. We strive to provide fair and transparent appeal processes while maintaining community safety.

Community Self-Moderation: Club owners have primary responsibility for moderating their communities and may establish additional guidelines beyond Platform-wide policies. Users should respect club-specific rules and work with club moderators to resolve issues at the community level when possible. Platform-wide policies always take precedence over club-specific rules when conflicts arise.

14. Termination and Account Suspension

Termination by Users: Users may terminate their accounts at any time by following the account deletion process in their account settings or by contacting our support team. Account termination will result in the deletion of user data according to our data retention policies and Privacy Policy. Users should download any content they wish to preserve before terminating their accounts.

Termination by Platform: We reserve the right to suspend or terminate user accounts for violations of these Terms, illegal activities, or behavior that harms the Platform or other users. Termination decisions are made based on the severity of violations and may be

immediate for serious offenses such as illegal content sharing, security violations, or threats to user safety.

Suspension Procedures: Account suspensions may be temporary or permanent depending on the nature of violations. Suspended users will be notified of the reason for suspension and the duration when applicable. During suspension periods, users may not access their accounts or Platform features, though they may retain the right to appeal the suspension decision.

Data Handling Upon Termination: When accounts are terminated, user data is handled according to our Privacy Policy and applicable legal requirements. Some data may be retained for legal compliance, security purposes, or to prevent abuse. Users have rights regarding their data upon account termination as specified in our Privacy Policy and applicable data protection laws.

Effect on Club Ownership: If a club owner's account is terminated, we may transfer club ownership to another active member or take other appropriate actions to ensure community continuity. Club data and member relationships may be preserved to maintain community integrity, subject to privacy considerations and legal requirements.

Survival of Terms: Certain provisions of these Terms will survive account termination, including intellectual property rights, limitation of liability, indemnification obligations, and dispute resolution procedures. Users remain bound by applicable surviving provisions even after account termination.

Reactivation Policies: In some cases, terminated accounts may be eligible for reactivation if users demonstrate compliance with Platform policies and address the issues that led to termination. Reactivation decisions are made at our discretion and may include conditions or restrictions on account usage.

15. Limitation of Liability and Disclaimers

Service Disclaimers: Our Platform is provided "as is" and "as available" without warranties of any kind, either express or implied. We disclaim all warranties including merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade. We do not warrant that the Platform will be uninterrupted, error-free, or completely secure.

Limitation of Liability: To the maximum extent permitted by applicable law, we 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 your use of the Platform. Our total liability for any claims arising from or related to the Platform shall not exceed the amount paid by you to us in the twelve months preceding the claim.

Third-Party Service Limitations: We are not responsible for the availability, content, or actions of third-party services integrated with our Platform. This includes streaming services, payment processors, and other external providers. Users acknowledge that third-party services operate independently and may have their own limitations and restrictions.

Content and User Behavior: We are not responsible for user-generated content or the actions of other users on the Platform. Users interact with other users and consume content at their own risk. We do not endorse, verify, or guarantee the accuracy of user-generated content or the reliability of other users.

Force Majeure: We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or government actions. Such circumstances may affect Platform availability and functionality without creating liability on our part.

Jurisdictional Limitations: Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages, so some of the above limitations may not apply to you. In such jurisdictions, our liability is limited to the maximum extent permitted by applicable law.

16. Indemnification

User Indemnification Obligations: Users agree to indemnify, defend, and hold harmless our company, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to: (a) user's use of the Platform; (b) user's violation of these Terms; (c) user's violation of any third-party rights, including intellectual property rights; (d) user-generated content posted or shared through the Platform; and (e) any illegal or unauthorized activities conducted through user's account.

Scope of Indemnification: The indemnification obligation includes claims arising from copyright infringement, trademark violations, privacy violations, defamation, and any other legal claims related to user conduct or content. Users are responsible for defending against such claims and paying any resulting damages, settlements, or legal costs. This obligation survives termination of user accounts and these Terms.

Notice and Cooperation: We will provide users with prompt notice of any claims subject to indemnification and will cooperate reasonably in the defense of such claims. Users must not settle any claims without our prior written consent. We reserve the right to assume control of the defense of any claim at our own expense, in which case users must cooperate with our defense efforts.

Limitations on Indemnification: User indemnification obligations are limited to claims arising from user's own actions and do not extend to claims arising solely from our negligence or willful misconduct. Users are not required to indemnify us for claims that result primarily from our violation of applicable laws or these Terms.

17. Dispute Resolution and Governing Law

Governing Law: These Terms and any disputes arising from or related to the Platform shall be governed by and construed in accordance with the laws of [JURISDICTION], without regard to its conflict of law principles. Users consent to the jurisdiction and venue of courts located in [JURISDICTION] for the resolution of any disputes that cannot be resolved through alternative dispute resolution mechanisms.

Informal Dispute Resolution: Before initiating formal legal proceedings, parties agree to attempt to resolve disputes through informal negotiation. Users should contact our legal team with a detailed description of the dispute and proposed resolution. We will respond within thirty (30) days and work in good faith to resolve the matter amicably.

Arbitration Agreement: For disputes that cannot be resolved informally, users agree to resolve disputes through binding arbitration administered by [ARBITRATION ORGANIZATION] under its commercial arbitration rules. Arbitration will be conducted by a single arbitrator in [LOCATION] and will be limited to the specific dispute between the user and our company. Class action arbitrations are not permitted under this agreement.

Exceptions to Arbitration: Notwithstanding the arbitration agreement, either party may seek injunctive relief in court for intellectual property violations, security breaches, or other matters requiring immediate equitable relief. Small claims court actions are also exempt from the arbitration requirement if they fall within the court's jurisdiction limits.

International Dispute Considerations: For users located outside [JURISDICTION], we will consider alternative dispute resolution mechanisms that may be more accessible or appropriate based on the user's location and applicable international agreements. We are committed to providing fair and accessible dispute resolution for all users regardless of their geographic location [28].

18. International Compliance

Global Privacy Law Compliance: Our Platform operates in compliance with privacy and data protection laws worldwide, including the European Union's General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Brazil's Lei Geral de Proteção de Dados (LGPD), and other applicable privacy frameworks. Users benefit from privacy

protections regardless of their location, and we maintain compliance with the highest applicable standards [29].

Cross-Border Data Transfer Compliance: We implement appropriate safeguards for international data transfers, including Standard Contractual Clauses, adequacy decisions, and other approved transfer mechanisms. Users consent to necessary cross-border data transfers for Platform operation while maintaining protection under applicable privacy laws. We regularly review and update our transfer mechanisms to ensure ongoing compliance.

Regional Content Restrictions: Some Platform features or content may be restricted in certain geographic regions due to local laws, licensing agreements, or regulatory requirements. We will clearly communicate any regional restrictions and work to provide alternative solutions where possible. Users are responsible for complying with their local laws when accessing the Platform.

Regulatory Cooperation: We cooperate with regulatory authorities worldwide and respond to lawful requests for information or assistance in accordance with applicable laws and our Privacy Policy. We maintain transparency about government requests while protecting user privacy to the maximum extent permitted by law.

Emerging Regulatory Compliance: As new privacy and technology regulations emerge worldwide, we monitor developments and adapt our practices to maintain compliance. This includes emerging AI regulations, content moderation requirements, and platform liability frameworks. Users will be notified of significant policy changes resulting from new regulatory requirements.

19. Changes to Terms

Modification Rights: We reserve the right to modify these Terms at any time to reflect changes in our services, legal requirements, or business practices. Modifications will be effective upon posting of the updated Terms on our Platform, unless otherwise specified. We encourage users to review these Terms periodically to stay informed about their rights and obligations.

Notice of Material Changes: For material changes that significantly affect user rights or obligations, we will provide advance notice through email, Platform notifications, or other appropriate communication methods. Material changes may include modifications to privacy practices, dispute resolution procedures, or fundamental service terms. Users will have the opportunity to review changes before they take effect.

Acceptance of Changes: Continued use of the Platform after Terms modifications constitutes acceptance of the updated Terms. Users who do not agree to modified Terms should discontinue Platform use and may terminate their accounts. Some changes may

require explicit user consent, particularly those affecting privacy rights or data processing practices.

Version Control and Archives: We maintain version control for these Terms and make previous versions available for reference when requested. Users may request copies of Terms versions that were in effect during their Platform usage for legal or compliance purposes. We will provide reasonable assistance in accessing historical Terms versions.

20. Contact Information

General Support: For general questions about the Platform, technical support, or account assistance, users may contact our support team at [SUPPORT EMAIL] or through the support features available within the Platform. We strive to respond to support inquiries within [TIMEFRAME] during business hours.

Privacy and Data Protection: For questions about privacy practices, data processing, or to exercise privacy rights, users may contact our privacy team at [PRIVACY EMAIL]. Privacy inquiries are handled by specialized staff trained in data protection law and privacy best practices.

Legal and Compliance: For legal matters, Terms of Service questions, or compliance issues, users may contact our legal team at [LEGAL EMAIL]. Legal inquiries require detailed information about the specific issue and may require additional verification for security purposes.

Copyright and Intellectual Property: For copyright infringement claims, DMCA takedown notices, or other intellectual property matters, users should contact our copyright agent at [COPYRIGHT EMAIL]. All intellectual property claims must include the information specified in the relevant sections of these Terms.

Business and Partnership: For business inquiries, partnership opportunities, or commercial licensing questions, users may contact our business development team at [BUSINESS EMAIL]. We welcome opportunities to collaborate with organizations that share our commitment to sports community building and user privacy.

Physical Address: Our company is located at [PHYSICAL ADDRESS]. This address may be used for legal service of process or other formal communications that require physical delivery.

References

[1] Privacy Policy - [URL to be inserted]

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This document has been prepared to address the comprehensive legal requirements for a SaaS sports media platform with AI features, including compliance with international privacy laws, sports content licensing, artificial intelligence regulations, and platform liability frameworks. Users should consult with qualified legal counsel for specific legal advice regarding their use of the Platform.