**Terms of Use**

Welcome to Bleacher Report, which includes the websites, mobile applications (including, without limitation Mobile Software as defined herein), digital content offerings and other digital services (collectively, the “Service” or “Services”) of Bleacher Report, Inc. (“Bleacher Report,” “we,” or “us”).

FIRST, AN IMPORTANT MESSAGE: PLEASE READ THESE TERMS AND CONDITIONS OF USE ("Terms", "Terms of Use", or "Agreement") CAREFULLY BEFORE USING THIS SERVICE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.**

These Terms of Use explain the terms by which you may use the Services. By accessing or using the Services, you agree that you have read, understood, and agree to be bound by this Agreement, and to the collection and use of your information as set forth in the [Bleacher Report Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/), whether or not you are a registered user of the Services. This Agreement applies to all visitors, users, and others who access the Services (“Users”).

1. HOW WE UPDATE THESE TERMS OF USE

Bleacher Report reserves the right, in its sole discretion, to modify or replace this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material way, we will update the ‘last updated’ date at the bottom of this page. Your continued use of the Services after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Services.

2. USE OF OUR SERVICE

1. **Eligibility.** Because we respect the rights of children and parents, you may use the Bleacher Report Service only if you can form a binding contract with Bleacher Report, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. The Service is provided for your personal, noncommercial use only. You may not use the Service for any commercial purposes.
2. **Bleacher Report Accounts.** You can browse Bleacher Report and enjoy the Service without registering for a Bleacher Report account. In order to post any User Content or access certain features of the Service, however, you must register for an account with Bleacher Report (which may include connecting to Bleacher Report through a third-party service) and select a password and screen name (“Bleacher Report User ID”). You may not select or use as a Bleacher Report User ID any name that we determine to be offensive, vulgar or obscene. Bleacher Report reserves the right to refuse registration of, or cancel a Bleacher Report User ID or a User account in its sole discretion. When creating your account, you must provide accurate and complete information. We reserve the right to reclaim Bleacher Report User IDs on behalf of businesses or individuals that hold legal claim or trademark on those usernames. You are responsible for maintaining the confidentiality of your Bleacher Report password. By connecting to Bleacher Report with a third-party service like Facebook, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For more information on the types of information we collect from these third-party services, please read our [Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/).
3. **Your responsibility for your account:** You are solely responsible for the activity that occurs on or through your account, and you must keep your account password secure. You must notify Bleacher Report immediately of any breach of security or unauthorized use of your account. Bleacher Report will not be liable for your losses caused by any unauthorized use of your account, and you shall be solely liable for the losses of Bleacher Report or others due to such unauthorized use.
4. **Groups.** Bleacher Report may allow Users to create or join groups on the Service in order to share articles and other content, and to send SMS text messages to other Group members (a “Group”). If you are added to a Group by a User, you may be sent an SMS text message with a unique hyperlink to directly access your Group’s page. Anyone with access to this unique hyperlink will be able access your group on the Service using your name, and so you agree to keep the Group’s page hyperlink secure. You can remove yourself from a Group by following the instructions on the Service. For more information, see the “Bleacher SMS Campaigns; Group Messaging on the Service” section below.
5. **How to control your account.** You may control your User profile and how you interact with the Service by changing the settings on your profile page. For more information on how you can control the types of information we collect, please read our [Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/).
6. **Your interaction with other Users.** You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Bleacher Report will have no liability for your interactions with other Users, or for any User’s action or inaction. Please be good to one another.
7. **Changes to the Service.** Here at Bleacher Report, we’re always innovating and finding ways to provide our Users with new and innovative features and services. Therefore, Bleacher Report may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

3. ACCEPTABLE USE OF THE BLEACHER REPORT SERVICE

We think Bleacher Report provides Users with an amazing platform to discover sports content, and discuss and share that content with others. To keep Bleacher Report running smoothly for all of our Users, you agree that you will use the Service only in a manner consistent with the Bleacher Report [Acceptable Use Policy](https://bleacherreport.com/pages/usepolicy).

4. SHARING YOUR CONTENT

1. **Your content.** Bleacher Report allows you to post content on the Service, including comments, photos, blog posts, messages, blog URLs, and other materials. Any content a User submits, posts, displays, or otherwise makes available on the Service, including all Intellectual Property Rights (defined below) therein, is referred to as “User Content.”
2. **How Bleacher Report and other Users can use your content.** Unless you have entered into a separate assignment agreement with Bleacher Report, you own all of the User Content that you post or publish (“post”) on the Service. Subject to your profile and application settings, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable, worldwide license to use, reproduce, sell, offer to sell, translate, modify, publicly perform, publicly display, distribute, and make derivative works of your User Content on the Service and in all forms and media now or hereafter known for the purposes of operating and providing the Service to you and our Users. Nothing in this Agreement shall restrict Bleacher Report’s rights under any separate content assignment agreements and/or license agreements.
3. **Your responsibility for your content.** By uploading, posting, submitting or otherwise disclosing or distributing User Content, you represent and warrant that you own all rights in your User Content and that any User Content you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (defined below) or rights of publicity or privacy. Bleacher Report reserves the right, but is not obligated, to reject and/or remove any User Content that we believe, in our sole discretion, violates these provisions. Bleacher Report takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Bleacher Report is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Bleacher Report shall not be liable for any damages you allege to incur as a result of such User Content.
4. **Definition of Intellectual Property Rights.** For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
5. **User Content Programs.** We may provide various opportunities and programs relating to User Content on the Service (“User Content Programs”). Some User Content Programs may require you to submit an application to participate, which Bleacher Report may approve or deny in its sole discretion. Your use of the Service, including without limitation participation in any User Content Program, is strictly on a volunteer basis for the benefit of you and the public at large, and does not form an employer-employee relationship, partnership, or co-authorship between you and Bleacher Report. While Bleacher Report may reward you for your participation in a User Content Program, you will not receive any compensation of any type for your participation, and you acknowledge that you are participating in the program solely for your own personal benefit and desire to contribute to the program. You acknowledge and agree that Bleacher Report does not have the right to and shall not control the manner and method in which you may create your User Content. Any suggestions Bleacher Report may make about your User Content are only suggestions, based on our understanding of how Users typically access Content and use the Service. You are not required to implement any suggestion made by Bleacher Report regarding your User Content or to perform any requested activity or task, and you do so at your own volition and risk. You agree that you are the sole author of your User Content, and that Bleacher Report does not participate in the creation of any of your User Content.

5. OUR CONTENT

1. **Bleacher Report Content.** Except for User Content, the Service, and all Intellectual Property Rights therein and related thereto, are the exclusive property of Bleacher Report and its licensors (“Bleacher Report Content”). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license to the Bleacher Report Content, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Bleacher Report Content, including without limitation any materials or content accessible on the Service. “Bleacher Report,” “Team Stream,” “Real-Time News for Your Favorite Teams,” “You Make The Call”, “The Open Source Sports Network,” “Open Source Sports Network,” “Bleacher Report” and other Bleacher Report graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trademarks or trade dress of Bleacher Report protected by the laws of the United States and/or other countries or jurisdictions. Bleacher Report's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion. Use of the Bleacher Report Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.
2. **Our license to you.** Subject to the terms and conditions of this Agreement, Bleacher Report provides you with a license to use the Service for your personal, noncommercial use only and as expressly permitted by the features of the Service. Bleacher Report may terminate this license at any time for any reason or no reason.
3. **Feedback you provide.** We value input from our Users, and are always interested in learning of ways we can make Bleacher Report better. You may choose to or we may invite you to submit comments, ideas or feedback about the Service, including without limitation about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Bleacher Report under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Bleacher Report does not waive any rights to use similar or related Feedback previously known to Bleacher Report, or developed by its employees, or obtained from sources other than you.

6. BLEACHER SMS CAMPAIGNS; GROUP MESSAGING ON THE SERVICE

1. **Bleacher SMS Campaigns. The SMS text message campaign terms below govern the provision and delivery of text messages by us to you:**

Your electronic agreement to receive text messages; E-sign disclosure

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. To stop receiving text messages from our text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access, and (ii) either a printer or storage space on such device.

**What rules apply?**

When you sign up to receive text messages in connection with any of our text message programs, you are agreeing to our Terms of Use including these SMS text message terms.

**What are Bleacher Report text message programs?**

Consistent with applicable law, appropriately aged visitors may from time to time have the opportunity to register for special programs, promotions, services, and information delivered via text messaging and/or wireless devices to users who expressly agree to receive such messages.

Does it cost anything to receive texts from a Bleacher Report text message program?

We will not charge you to create or deliver the text messages that are part of any of our text message programs unless otherwise noted at the point where you sign up for the program; however, depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider. Thus, your provider’s standard message and data rates may apply. Your consent to receive texts from us is not in any way required as a condition of purchasing property, goods or services from us.

**Who can receive texts?**

By signing up to receive texts, you represent that you are thirteen (13) years of age or older and, if you are under the age of eighteen (18), you either are an emancipated minor, or have obtained the legal consent of your parent, legal guardian, or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these Terms of Use. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

**What if I don’t want to receive any more texts from a Bleacher Report text message program?**

To stop receiving text messages from a specific Bleacher Report text message program, simply text STOP to the short code provided by us in the text message program texts that you no longer wish to receive. After doing so, you will receive confirmation of your opt-out via text. If you have signed up for more than one (1) of our text message programs you will need to text STOP to the short code provided in the texts for each text message program from which you wish to no longer receive texts.

**What if I want more info?**

To request more info, simply text HELP to the short code provided in the texts related the specific Bleacher Report text message program you have questions about.

**How many text messages will I receive?**

The number of texts you receive from us may vary significantly, depending in part on the specific text message program you sign up for.

**Who are the participating carriers?**

Content may not be available on all carriers and carrier participation could change. You may consult with your carrier to see if it participates. The content is not compatible with all cell phone models. We will not be liable for any delays in the receipt of any SMS messages or changes to the participating carriers as delivery is subject to effective transmission from your carrier with active participation at that time.

**How are the text messages sent?**

We or our vendor who sends the texts may use auto dialer or non-auto dialer technology to send the text messages described above to the mobile phone number you supply when you request to receive the texts.

**What are your privacy practices?**

By signing up for texts, you also agree to our [Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/), which is incorporated by reference herein.

**Will these terms change?**

We reserve the right to modify these SMS text message terms, or any part thereof, or add or remove terms at any time, and such modifications, additions, or deletions will be effective immediately upon posting. Your receipt of texts after such posting shall be deemed to constitute acceptance by you of such modifications, additions, or deletions.

1. **Group Messaging on the Service.** Bleacher Report may allow you to send SMS text messages through our Service to other Users or to third parties when you add members to a Group on the Service or when you share an article or other content with members of a Group. Bleacher Report may send administrative SMS text messages to you and to the recipients of your Messages in connection with your Group messages, including instructions on how to stop receiving such Group messages. You must obtain express consent from any non-Users before adding them to your Group (thereby sending them a message). Bleacher Report is not responsible for any SMS text messages sent to non-Users when you add those non-Users to your Group or share articles and other content with members of your Group. While Bleacher Report does not charge a fee for sending or receiving Group messages through the Service, standard text messaging rates may apply, and you acknowledge and agree that you shall be solely responsible for all such fees.
2. **Removing Yourself From a Message Group** To remove yourself from a Group, please follow the instructions provided via the Group messaging portion of the Service.

7. BLEACHER REPORT'S COPYRIGHT POLICY

Bleacher Report requires that Users of the Service respect the copyright and other intellectual property rights of all third parties. In accordance with the Digital Millennium Copyright Act (“DMCA”), Bleacher Report will terminate, where warranted as determined in Bleacher Report’s sole discretion, Users whom Bleacher Report believes are intentional and/or repeat infringers.

If you believe that your copyright in any material has been infringed on the Service, please send a “DMCA Notice” described below to Bleacher Report’s DMCA Agent. For your DMCA Notice to be valid under the law, you must provide the following information in writing:

1. Identification of the copyrighted work that you claim has been infringed.
2. Identification of the material that you claim is infringing, with sufficient detail so that Bleacher Report may readily locate it.
3. Information sufficient to permit Bleacher Report to contact you such as your name, address, telephone number, and e-mail address.
4. A statement declaring that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
5. A statement made under penalty of perjury that the above information in your notice is accurate, and that you are the owner of the copyright interest allegedly infringed or you are authorized to act on behalf of that owner.
6. The physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright interest allegedly infringed.

The DMCA Notice must be submitted to the following DMCA Agent:

Attn: DMCA Agent   
Bleacher Report   
153 Kearny St. 2nd Floor  
San Francisco, CA 94108  
Phone: (415) 777-5505  
Fax: (415) 777-5530   
Email: [**DMCA@bleacherreport.com**](mailto:DMCA@bleacherreport.com)

8. PRIVACY

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/), and to have such information collected, used, transferred to and processed in the United States. Bleacher Report cannot guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

9. MOBILE SOFTWARE

1. **Our Mobile Software (mobile apps).** We make available mobile applications and other software for mobile devices (“Mobile Software”) to access the Service via a mobile device. To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Bleacher Report does not warrant that the Mobile Software will be compatible with your mobile device. Bleacher Report hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Bleacher Report account on one or more mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Bleacher Report may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Bleacher Report or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Bleacher Report reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service. Standard carrier data charges may apply to your use of our Mobile Software.
2. **Mobile Software from iTunes.** The following applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Bleacher Report, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Bleacher Report as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Bleacher Report as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, Bleacher Report, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Bleacher Report acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

10. INDEMNITY

You agree to defend, indemnify and hold harmless Bleacher Report, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys fees and cost) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account or Bleacher Report User ID.

11. NO WARRANTY

THE SERVICE, INCLUDING ALL CONTENT, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BLEACHER REPORT, ITS PARENT, AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT ON THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING USER CONTENT, THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

BLEACHER REPORT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE BLEACHER REPORT SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BLEACHER REPORT WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

12. THIRD-PARTY LINKS, SITES AND SERVICES

The Service may contain links to other websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Bleacher Report. Because Bleacher Report has no control over such sites and resources, you acknowledge and agree that Bleacher Report is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Bleacher Report shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. You understand that these Terms of Use and our [Privacy Policy](https://www.warnermediaprivacy.com/policycenter/b2c/WMNS/) do not apply to your use of such sites. encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

13. LIMITATION OF LIABILITY AND TIME LIMITATION FOR CLAIMS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BLEACHER REPORT, ITS PARENT, AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR ITS LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SERVICE OR ANY CONTENT THEREON FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF ONE HUNDRED DOLLARS ($100), EVEN IF BLEACHER REPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES WILL BLEACHER REPORT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

TO THE EXTENT PERMITED BY APPLICABLE LAW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE OR YOUR USE OF THE SERVICE AND/OR SITE, THESE TERMS OF USE, OR THE RELATIONSHIP BETWEEN US, MUST BE COMMENCED WITHIN ONE YEAR OF THE RELEVANT EVENTS. A DISPUTE IS COMMENCED IF IT IS FILED IN AN ARBITRATION OR, IF THE DISPUTE IS NON-ARBITRABLE, A COURT WITH JURISDICTION, DURING THE ONE-YEAR PERIOD. IF YOU OR WE PROVIDE NOTICE OF A DISPUTE UNDER SECTION 16 (DISPUTE RESOLUTION), THE ONE-YEAR PERIOD IS TOLLED FOR 60 DAYS FOLLOWING RECEIPT OF THE NOTICE OF DISPUTE. YOU AND WE EACH WAIVE—THAT IS, GIVE UP—THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT YOU OR WE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

The Service is controlled from its facilities in the United States. Bleacher Report makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. TERMINATION OF YOUR ACCOUNT AND THE SERVICE

Bleacher Report may terminate or suspend the Service in whole or in part and/or your Bleacher Report account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your Bleacher Report account, you may discontinue using the Service by sending an email message to [**support@bleacherreport.com**](mailto:support@bleacherreport.com) with the words “Terminate account” in the subject field, or by sending mail to the following postal address:

Customer Support   
Bleacher Report   
153 Kearny St. 2nd Floor   
San Francisco, CA 94108

All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles, except to the extent that law is inconsistent with or preempted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. To the extent that a dispute is not subject to arbitration under Section 16 (Dispute Resolution) of this Agreement, that action shall be brought in the appropriate state or federal court located in New York County, New York; and we both irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, New York for the adjudication of all non-arbitral claims.

16. DISPUTE RESOLUTION

Summary:

Our customer-service department can resolve most customer concerns quickly and to the customer’s satisfaction. Please contact Bleacher Report Customer Support at 153 Kearny St. 2nd Floor, San Francisco, CA 94108 or by email to [**support@bleacherreport.com**](mailto:support@bleacherreport.com). **In the unlikely event that you're not satisfied with customer service's solution (or if Bleacher Report has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction**.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this Dispute Resolution provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted**. For any non-frivolous claim that does not exceed $75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys’ fees from us to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator’s award and will pay your attorney (if any) twice his or her reasonable attorneys’ fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.

**ARBITRATION AGREEMENT**

**(1) Claims Subject to Arbitration:** Bleacher Report and you agree to arbitrate **all disputes and claims** between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

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

References to “Bleacher Report,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; our respective predecessors in interest, successors, and assigns (including AT&T and its affiliates); and all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action**. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

**(2) Pre-Arbitration Notice of Disputes:** A party who intends to seek arbitration must first send to the other a written Notice of Dispute (“Notice”). The Notice to Bleacher Report should be sent by certified mail to: General Counsel, WarnerMedia News & Sports, 1 CNN Center, Atlanta, GA 30303 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”).

If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled. You may download a form to initiate arbitration at: adr.org/sites/default/files/Consumer\_Demand\_for\_Arbitration\_Form\_1.pdf.

**(3) Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them in writing at the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as provided in subsection (6) below, the arbitrator can award the same damages and individualized relief that a court can award under applicable law.

**(4) Arbitration Fees:** After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than $75,000 in value. (The filing fee currently is $200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies we previously paid that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than $75,000 (either to you or to us), the payment of these fees will be governed by the AAA rules.

**(5) Alternative Payment and Attorney Premium:** If you initiated arbitration in accordance with the notice requirements above in subsection (2) and the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

* pay you the amount of the award or $10,000 (“the alternative payment”), whichever is greater; and
* pay your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”).

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits. In assessing whether an award that includes attorneys' fees or expenses is greater than the value of our last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees or expenses that you reasonably incurred pursuing the arbitration through the date of our settlement offer.

The right to the attorney premium supplements any right to attorneys’ fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the attorney premium and a duplicative award of attorneys’ fees or costs. Although under some laws we may have a right to an award of attorneys’ fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award.

**(6) Requirement of Individual Arbitration:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING**. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed , and all other claims and requests for relief shall be arbitrated.

**(7) Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

**17. MISCELLANEOUS TERMS**

1. **No Agency; Waiver.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Bleacher Report in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
2. **Notification**. Bleacher Report may provide notifications, whether such notifications are required by law or are for other business purposes, to you via email notice, “push” notification on your mobile device, written or hard copy notice, or through posting of such notice on the Service, as determined by Bleacher Report in our sole discretion. Bleacher Report reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. Bleacher Report is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add noreply@bleacherreport.com to your email address book to help ensure you receive email notifications from us.
3. **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with Bleacher Report in connection with the Service, shall constitute the entire agreement between you and Bleacher Report concerning the Service. Except as specified in Section 16 (Dispute Resolution), if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
4. **Assignment.** This Agreement is not assignable, transferable or sublicensable by you except with Bleacher Report's prior written consent. Bleacher Report may transfer, assign or delegate this Agreement and its rights and obligations without consent.
5. **Contact.** Please contact us at [**support@bleacherreport.com**](mailto:support@bleacherreport.com) with any questions regarding this Agreement.

**This Agreement was last updated on: December 19, 2019**