

Terms of Use

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Please read these terms and conditions of use carefully before using the Sites. Your access to and use of the Sites is subject to the following terms and conditions (including the Privacy Policy of the Sites) and all applicable laws. These Terms of Use are a legal agreement between you and NBAP. NBAP (through the Operator) provides the Sites for your use in consideration of your provision of information through the Sites and/or your use of the Sites. By accessing and using the Sites, you signify your assent to these Terms of Use. If you do not agree to these Terms of Use, please do not use the Sites. These Terms of Use may be amended or modified, or new conditions may be imposed, at any time. Any such changes or additions will be reflected by an update of this posting. Please check these Terms of Use periodically for changes. Your continued use of the Sites following the posting of changes to these terms will mean you accept those changes and that such changes shall apply to your use of the Sites after such changes have been posted.

1. OWNERSHIP AND USE RESTRICTIONS

The basketball-related content and materials contained within the Sites (including, but not limited to, video, audio, photos, text, images, statistics, updated scores, logos and other intellectual property related to the NBA and its member teams) ("**Basketball Content**") are owned by NBAP and licensed to the Operator. No Basketball Content from the Sites may be reproduced, republished, uploaded, posted, transmitted, reproduced, distributed, copied, publicly displayed or otherwise used except as provided in these Terms of Use without the written permission of NBAP.

The Operator maintains the Sites for your personal entertainment, information, education, and communication. You agree not to use the Sites for any commercial or business purposes. Please feel free to browse the Site. You may download material displayed on the Sites to any single computer only for your personal, noncommercial use, provided you also maintain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, reproduce, republish, display, modify, transmit, reuse, repost, link to, or use any materials of the Site for public or commercial purposes on any other Web site or otherwise without the written permission of NBAP. Modification of any materials displayed on the Sites is a violation of NBAP's copyright and other proprietary rights.

The National Basketball Association ("**NBA**") name and logo and the names and logos of the Jr. NBA program and the NBA teams are the property of NBA Properties, Inc. and the member teams of the NBA, as the case may be. All other trademarks, logos and service marks (collectively, the "**Trademarks**") appearing on the Sites are Trademarks of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Sites without the written permission of its respective owner. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited.

Images of people or places displayed on the Site are either the property of, or used with permission by, NBAP. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission provided elsewhere on the Sites. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. NBAP neither warrants nor represents that your use of materials displayed on the Sites will not infringe rights of third parties not owned by or affiliated with NBAP.

2. REGISTRATION

A. *Registration Data*: If you opt to register for any portion of this Site or the Sites, you agree to: (i) provide true, accurate and complete information about yourself as prompted by the registration form ("**Registration Data**") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that the Registration Data is untrue, inaccurate or incomplete, we shall have the right to suspend or terminate your account and refuse any and all current or future use of the Sites (or any portion thereof). You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including, but not limited to, your failure to receive critical information about the Sites or your account. You further agree that we are authorized to verify such Registration Data.

You acknowledge and agree that we may rely on the Registration Data to send you important information and notices regarding your account and the Sites. From time to time, we may send you newsletters and other promotions by email or SMS. In countries where we are only permitted to use your Registration Data for direct marketing purposes with your consent, we will only do so where you have provided consent. You can unsubscribe from our newsletters and other promotions through the unsubscribe mechanism contained in the applicable message. Please refer to the Privacy Policy of the Sites for more details.

B. *Username and Password*: If you opt to register for any portion of the Sites, you may be required to establish an account and provide a username and password. You authorize us to process any and all account transactions initiated through the use of your username and password. You are solely responsible for maintaining the confidentiality of your username and password and must immediately notify the Operator of any unauthorized use of your username and password. You acknowledge and agree that you are responsible for any unauthorized activities and/or liabilities made through the use of your username and password. In no event will we be liable for the unauthorized use or misuse of your username and/or password. We may need to change usernames allocated to certain of our products and services and we reserve the right to do so. You will be informed of this if we make such a change. We collect and use your username, password and other Registration Data in accordance with the Privacy Policy of the Sites.

C. *Access Without Registration*: The Sites may provide you with access to some products and services without you having to register as a user. In each such case your identification is based on means of identification that we deem appropriate, such as your mobile telephone number.

3. VOTES, CONTESTS AND SWEEPSTAKES

The Sites may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By casting a vote or entering contests or sweepstakes, you signify your agreement to all special terms set forth on the Site applicable to the balloting, contest or sweepstakes, as well as to the terms set forth in these Terms of Use.

4. LINKS

The following restrictions apply to all links to the Sites from any on-line, cable, wireless or other site, service or browser:

A. On-line, cable, wireless or other sites, services or browsers created by, licensed by or substantially associated with any entity that regularly promotes any product (e.g., apparel or computers), brand or service (e.g., Internet service providers or ticket sellers) (a "**Commercial Site**") may not link to www.jrnba.asia/philippines without our written permission, even if the page/area where the link originates does not promote a product, brand or service.

B. Sites, services or browsers other than Commercial Sites (e.g., fan sites, chamber of commerce sites, search engines, widely available Internet browsers) ("**Permissible Sites**") may link to www.jrnba.asia/philippines without our express written permission if such link is: (i) a "word" (as

opposed to a "logo") link (e.g., "www.jrnba.asia/philippines"); and (ii) spatially separated from, and not otherwise associated with, any sponsorship advertising, or other commercial text or graphics that may be on the page/area containing such word link.

C. The Jr. NBA logo or any other logo of the NBA or its teams (a "logo" link) may not be used to link to www.jrnba.asia/philippines without our written permission.

D. No link to the Sites may be "framed" by the Permissible Site where the link originated if such "frame" contains any sponsorship, advertising or other commercial text or graphics.

E. All links to the Sites from a Permissible Site must be to such Site's home page -- links to internal pages within a Site are not permitted.

F. The posting or creation of any link to the Sites signifies that you have read these linkage restrictions and agree to abide by their terms.

5. MODULAR CONTENT

The Operator of the Sites may provide certain content, which includes graphics, text, audio, video, photographs, news, scores, or other material that is capable of being incorporated, including as a module or via an RSS feed or similar technology, into a web site or other online, cable, wireless, or other service other than the Site ("**Modular Content**"). To the extent that the Operator makes Modular Content available, you agree to use it responsibly and consistent with these Terms of Use and any other rules or restrictions provided to you in connection with the Modular Content.

By using Modular Content or incorporating it within or associating it with a web site or other online, cable, wireless, or other service other than the Sites, you agree not to: (1) obscure the Operator's branding of the Modular Content, assert or imply ownership or authorship of the Modular Content, or facilitate another party's assertion or implication of ownership or authorship of the Modular Content; (2) excerpt or edit the Modular Content, except as specifically permitted by the Operator; or (3) publish, place, or utilize the Modular Content in a setting or manner in which it may be associated with content or other material that (i) is or may be considered unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (ii) may constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law; (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other intellectual property or proprietary right; (iv) contains or may be associated with a computer virus or other harmful component; (v) constitutes or contains false or misleading indications of origin or statements of fact; (vi) contains any information, software or other material of a commercial nature; or (vii) contains advertising, promotions or commercial solicitations of any kind.

Although we are under no obligation to do so and assume no responsibility or liability arising from any use of Modular Content, we may monitor the web sites or other online, cable, wireless, or other services with which Modular Content is used. You agree that you will promptly, and in any event within 24 hours, remove the Modular Content from any web site or other online, cable, wireless, or other service if we or our agent requests that you do so, and that you will maintain the ability to remove Modular Content from any web site or online, cable, wireless, or other service on which you cause it to be placed or with which you cause it to be affiliated. You agree that we have exclusive discretion to direct that the Modular Content be removed from web sites or other online, cable, wireless, or other services at any time and for any reason, including but not limited to the prohibited uses of Modular Content described above; that we may implement and use protections to limit the web sites or other online, cable, wireless, or other services in conjunction with which Modular Content may be used or the manner in which Modular Content may be used; and that we may not specifically advise you of the existence or nature of these protections.

We provide Modular Content, if at all, on a voluntary basis. We expressly disclaim any obligation to provide or update Modular Content, to maintain its availability, or to ensure its accuracy.

By viewing or using Modular Content, YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD US HARMLESS FOR CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES ARISING OUT OF YOUR USE OF MODULAR CONTENT as defined in Paragraph 5 of these Terms of Use, save to the extent that the claims, liabilities, damages or expenses are directly attributable to our acts or omissions.

Notwithstanding any statement to the contrary by us or by you or any third party, your use of Modular Content creates no fiduciary or contractual relationship between you and us, or between us and any third party, other than pursuant to these Terms.

6. UPLOADING OF CONTENT TO THE SITES

If you choose to submit any content for publication on the Sites (e.g., a posting to a blog or a discussion board, a video or photograph submitted as part of a contest), you hereby warrant that no contribution to the Sites (i) will be, or may be considered to be, unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (ii) may constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law; (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other intellectual property or proprietary right; (iv) contains or may be associated with a computer virus or other harmful component; (v) constitutes or contains false or misleading indications of origin or statements of fact; (vi) contains any information, software or other material of a commercial nature; or (vii) contains advertising, promotions or commercial solicitations of any kind.

We have the right to remove any content or posting you make available on the Sites if, in our opinion, your post does not comply with our content standards.

Any content you upload to the Sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to distribute and make it available to third parties. You are solely responsible for securing and backing up your content.

We also have the right to disclose your identity to any third party who is claiming that any content posted by you or uploaded by you or any other user of the Sites constitutes a violation of their intellectual property rights, proprietary rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Sites. The views expressed by other users on the Sites do not represent our views or values.

7. DISCLAIMER OF WARRANTIES AND DAMAGES; LIMITATION OF LIABILITY

While we use reasonable efforts to include accurate and up to date information in the Sites, we make no warranties or representations as to its accuracy. The information contained in or made available through the Sites cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical or legal matters. We assume no liability or responsibility for any errors or omissions in the content of the Sites.

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NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE OPERATOR PARTIES, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES OR THESE TERMS OF USE SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY THE OPERATOR PARTIES FROM YOU FOR THE USE OF THE SITES DURING THE CALENDAR YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURRED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SITES, OR ANY OTHER MATTER ARISING FROM OR RELATING TO THESE TERMS OF USE.

THE SITES ARE PROVIDED FOR YOUR PERSONAL, NONCOMMERCIAL USE. THE OPERATOR PARTIES SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER FOR ANY REASON ARISING IN CONNECTION WITH THESE TERMS OF USE AND/OR THE SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TERMS OF USE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURY CAUSED, IN WHOLE OR IN PART, BY CONTINGENCIES OR ISSUES BEYOND THEIR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO: THE ACTS OF THIRD PARTIES, ERRORS IN THE CONTENT OR SITE, NETWORK FAILURES, INTERNET FAILURES, SOFTWARE AND HARDWARE FAILURES, VIRUSES AND OTHER SYSTEM ATTACKS, LABOR STOPPAGES, RIOTS, ACTS OF GOVERNMENT OR GOD, NATURAL DISASTERS, ACTS OF TERRORISM, COMMUNICATION LINE FAILURE, OR THEFT, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT YOU SHALL HAVE NO REMEDY IN RESPECT OF ANY STATEMENT, REPRESENTATION, ASSURANCE OR WARRANTY (WHETHER MADE INNOCENTLY OR NEGLIGENTLY) THAT IS NOT SET OUT IN THESE TERMS OF USE. YOU AGREE THAT YOU SHALL HAVE NO CLAIM FOR INNOCENT OR NEGLIGENT MISREPRESENTATION OR NEGLIGENT MISSTATEMENT BASED ON ANY STATEMENT IN THESE TERMS OF USE.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER (I) LIABILITY OR DAMAGE IS ALLEGED FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION, AND/OR (II) THE PARTY AGAINST WHICH LIABILITY OR DAMAGES IS SOUGHT WAS ADVISED OF THE POSSIBILITY THEREOF.

FOR THE AVOIDANCE OF DOUBT, NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (II) FRAUD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITES, OR ANY PART THEREOF, MUST BE ASSERTED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR IT SHALL BE FOREVER BARRED.

The Sites may contain links and pointers to other World Wide Web sites, resources, and advertisers of the Sites. Links to and from the Sites to other sites, maintained by third parties, do not constitute an endorsement by us or any affiliate of any third party site or content. We are not responsible for the availability of these third party resources, or their contents. We have not reviewed any or all of the sites linked to the Sites and are not responsible for the content of any off-Sites pages or any other sites linked to the Sites. Your linking to the Sites, off-Sites pages or other sites is at your own risk. By clicking on any such link, you acknowledge that we have no control over, and make no representations of any kind with respect to, such other sites or any content contained within such other sites, and you hereby revoke any claim against us with respect to such other sites. You should direct any concerns regarding any external link to its site administrator or Webmaster.

8. NOTICE

The Operator may give notice to users of the Sites by means of a general notice on the Sites, electronic mail to a user's e-mail address if on record in the Operator's account information, or by written communication sent by first class mail to a user's address if on record in the Operator's account information. You may give notice to the Operator (such notice shall be deemed given when received) at any time by any of the following means:

A. electronic mail to <http://www.jrnba.asia/philippines/contact-us>; or

B. letter delivered by first class postage prepaid mail or courier to Jr. NBA Asia Fan Relations, at the following address: Room 3101, The Lee Gardens, 33 Hysan Avenue, Causeway Bay, Hong Kong.

Please Note: Any notice by You related to any dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Sites, and/or the provision of content, services, and/or technology on or through the Sites must be provided as specified in Paragraph 8.B above.

9. INDEMNIFICATION

You hereby agree to indemnify and hold Azonic, the NBA Entities, the National Basketball Association, its member teams, the National Basketball Players' Association, and each of their respective general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, vendors and business partners, harmless from all claims, liabilities, damages and expenses (including attorneys' fees and court costs) arising out of or relating to: (i) your use of the Sites, including, but not limited to use of any Modular Content; and (ii) any breach or alleged breach of these Terms of Use, save to the extent the claims, liabilities, damages or expenses are directly attributable to our acts or omissions.

10. TERMINATION OF SERVICE

We may change, suspend or discontinue any aspect of the Sites at any time, including the availability of any Site's feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or the Sites without notice or liability at any time in our exclusive discretion, without prejudice to any legal or equitable remedies available to us, for any reason or purpose.

However, under normal circumstances, we will only do so where there has been conduct that we believe violates these Terms of Use or other policies or guidelines posted on the Sites or conduct which we believe is harmful to other customers, to our businesses, or to other information providers. Upon any termination of this agreement, you shall immediately discontinue your use and access of the Sites and destroy all materials obtained from it.

11. Choice of Law; Dispute Resolution

These Terms of Use and your use of the Sites shall be governed by, and construed and enforced in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China, excluding its choice of law principles. The parties to these Terms of Use irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region of the People's Republic of China.

12. THIRD PARTY RIGHTS

Pursuant to the Contracts (Rights of Third Parties) Ordinance, each and all of National Basketball Association ("**NBA**"), NBA Media Ventures, LLC and NBA Asia, Limited ("**NBA Third Party**") shall be entitled to the benefit of and to enforce the provisions of these Terms of Use. Subject to this, a person who is not a party to these Terms of Use shall have no rights under the Contracts (Rights of Third Parties) Ordinance to enforce any provision of these Terms of Use. This provision does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Ordinance. The parties to these Terms of Use may, without the consent of any of the NBA Third Parties, rescind or vary the Terms of Use in such a way as to extinguish or alter the benefits or rights conferred by this provision.

13. MISCELLANEOUS

These Terms of Use constitute the entire agreement between you and us, and supersede all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and us.

These Terms of Use apply regardless of whether you access our website through a computer, a mobile device or otherwise.

We in our sole discretion may amend these Terms of Use, and your use of the Sites after such amendment is posted on the Sites will constitute acceptance of such amendment by you.

The section headings in these Terms of Use are for convenience only and must not be construed as legal advice to you. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders. A reference to any party shall include that party's personal representatives, successors and permitted assigns. Reference to a statute or statutory provision includes any subordinate legislation made thereunder, and is a reference to it as amended or re-enacted. Any obligation in these Terms of Use on a person not to do something includes an obligation not to agree or allow that thing to be done. Any words

following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Our Sites are directed to people residing in the Philippines, Indonesia, Thailand, Malaysia, Vietnam and Singapore. We do not represent that content available on or through our Sites is appropriate or available in other locations. We may limit the availability of our Sites to any person or geographic area at any time. If you choose to access our Sites from outside the Philippines, Indonesia, Thailand, Malaysia, Vietnam and Singapore, you do so at your own risk.

We reserve the right at any time to change or discontinue any feature of our Sites or begin charging for access to our Sites.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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