

## Terms and Conditions for Our Baseball Haven

In these Terms and Conditions:

By agreeing to these terms and conditions and paying a membership or subscription fee, a Member (the "Member" or the "Subscriber") of Our Baseball Haven understands that (a) they do not acquire any ownership interest in or license to any part of Our Baseball Haven and (b) they are not entitled to any compensation, profit, or royalties from or gained by Interactive Sports Innovation (the "Operator") whether from the purchasing and operation of a baseball team or otherwise. The Member understands and agrees that a subscription membership entitles each Member of Our Baseball Haven to only one (1) vote through online voting on matters that are submitted to the Membership for a vote by the Operator, in the Operator's sole discretion.

### Section A – General Terms and Conditions

1. By making a payment, each Member becomes a Member of Our Baseball Haven. The Rules govern the relationship between Our Baseball Haven and its Members and the Operating Agreement governs the relationship between Our Baseball Haven and the Operator. In the event of any conflict between the Rules and/or the Operating Agreement and these Terms and Conditions the terms of the Rules and/or the Operating Agreement shall take precedence over these Terms and Conditions, and any conflict between the Rules and the operating agreement between Our Baseball Haven and the Operator (the "Operating Agreement") shall be dealt with in accordance with the terms of the Operating Agreement.

2. Members are only permitted to join Our Baseball Haven for personal use and not commercial purposes, or for any other purpose which undermines Our Baseball Haven and its mission. The Operator may suspend Members for such period as it sees fit if it is of the view that voting is being carried out with the intention of undermining the baseball team or Our Baseball Haven.

3. Members are only permitted to participate while they are a Member, and subject always to the rules (the "Rules") and the terms of the Operating Agreement, and to these Terms and Conditions.

4. Each Member represents and warrants that it will not use any information disclosed by the Operator or the baseball team ("Confidential Information") on the Website at [www.ourbaseballhaven.com](http://www.ourbaseballhaven.com) (the "Website") which is acquired to be used other than on the Website and other than in connection with the administration of the baseball team. Each Member acknowledges that damages may not be an adequate remedy for a breach of this term and that the baseball team, the Operator and/or Our Baseball Haven may need to take out injunctive or similar relief if there is a breach of this term. This term applies to all Members while they are Members of Our Baseball Haven, and to all ex-Members who are

no longer Members of Our Baseball Haven for a period of 12 months after they cease to be a Member.

#### Section B – Payments received

On payment of the annual membership fee in the amount specified in the rules of Our Baseball Haven (the "Group") registered via the Website or through standard mail to the offices of the Operator or the Post Office Box designated to the Operator prior to the team being purchased (the date of purchase of the baseball team):

1. Save as otherwise provided in these Terms and Conditions, the payer becomes a Member of Our Baseball Haven from the date of payment to a date which is twelve months (12) from the Member's initial payment or the conclusion of each season the payer provides payment for previously.

2. To the extent that a baseball team has not been purchased by Our Baseball Haven by the date (the "Termination Date") which is 12 months after the date that the Operator first receives a payment from any member of Our Baseball Haven, the Operator shall refund the balance after transaction fees incurred of the Initial Payment in a reasonable period of time after the Termination Date as agent of Our Baseball Haven subject to and in accordance with the operating agreement. To the extent that a baseball team is not purchased by the Termination Date, any monetary interest held by the Operator on behalf of Our Baseball Haven in the period between the payment of an Initial Payment and Termination Date will be returned to the payer.

3. Notwithstanding the provisions of paragraph A(1) of these Terms and Conditions, each Member will cease to be a member of Our Baseball Haven on receipt of the balance of the Initial Payment in accordance with paragraph 2 above.

4. On payment of the annual membership fee in the amount specified in the Rules of Our Baseball Haven on any date after the purchase, save as otherwise provided in these Terms and Conditions, the payer becomes a member of Our Baseball Haven from the date of payment to a date which is twelve (12) months from the date of receipt of payment by the Operator.

#### Section C – Terms relating to all payments

1. Membership may otherwise only be cancelled subject to and in accordance with the Rules. Any cancellation of membership (whether by or at the request of the Member, Our Baseball Haven or the Operator in accordance with these Terms and Conditions or the Operating Agreement) shall not entitle the Member to a refund of the whole or any part of any payment it has made.

2. Each payer represents and warrants to Our Baseball Haven and to the Operator on the date of payment and on each date that he or she remains a

Member that he or she: (a) has read and understood the terms of the Rules, the Operating Agreement and these Terms and Conditions. Our Baseball Haven and/or the Operator on behalf of Our Baseball Haven may cancel the membership of the payer if these representations and warranties are breached, but shall not be liable to refund the Initial Payment or any part thereof; (b) is making or has made the payment from his or her own freely available funds, and that the payment is not being made on behalf of a third party; (c) is at least 18 years of age.

3. The payment of the membership fee shall be made and shall be applied subject to and in accordance with the terms of the Rules and the Operating Agreement.

4. Each payer of a membership fee acknowledges and agrees that the payments are being used to fund the acquisition and management of a baseball team and associated costs and that no part of the said payment can therefore be refunded or repaid to the payer by Our Baseball Haven or by the Operator (save where a baseball team is not purchased, in accordance with the terms of Section A of these Terms and Conditions).

#### Section D – Privacy

1. The Operator is committed to protecting the privacy of the Members. The following information relates to privacy in the collection personal information from Members by the Operator.

2. The Operator confirms that its member and advertiser interaction (if any) complies with any and every legal act involving member privacy passed in the United States and/or the state of Connecticut.

#### Section E – Protection of Personal Information

1. The Operator collects information on Members through registration.

2. Unless Members have requested that the Operators does so, the Operator will not provide or sell Members' details to third parties in order that advertisers and/or third parties can provide information direct to Members in relation to goods and services that may interest them.

3. The Operator can send e-mails to Members relating to Our Baseball Haven, their membership, or any matter which relates to or is incidental to the services which the Operator agrees to provide without restriction.

4. The Operator reserves the right to disclose information about member usage and demographics to advertisers and partners, but will do so only in anonymous aggregate form. The Operator will not reveal a Member's personal identity in connection with the disclosure of such information.

5. Notwithstanding any provision to the contrary contained in these Terms and Conditions, the Operator may contact Members via email with products, services and promotions. Such correspondence will only be sent to those Members who

have opted in. All email correspondence includes an unsubscribe option.

6. The Operator requires Members to provide it with a name, email address, address, gender, year of birth and other baseball related information in order to generate statistics. The Operator may also ask for other non-mandatory demographic information from members. This information is stored by the Operator and is subject to its data protection policy.

7. All information which is provided to the Operator shall be provided to Our Baseball Haven and to the Operator in its capacity as the Operator under the Operating Agreement and in its own capacity.

8. The Operator may continue to send e-mails to Members whose membership has expired or has not been renewed for a period of 12 months after the date their membership has come to an end but only in connection with encouraging them to renew their membership.

#### Section F – Personal Information

1. The Operator is not responsible for the content or the privacy policies of websites to which the Website may link.

2. The Operator will not sell or rent Members' personal information to others without Members' permission. With permission, the Operator will only share this information with carefully chosen, reputable and relevant third parties. The Operator may also provide aggregate statistics on Members, sales, traffic patterns and related website information to such vendors. These statistics will include no personally identifying information.

3. The Operator has the right to employ or engage external companies to act on its behalf as data processors for internal business purposes. Data processors will abide by the Operators' Privacy Policy and will not disclose Members' personal details to any other parties or use data other than for purposes required by the Operator.

#### Section G – Website

1. The Website is owned by the Operator. These Terms and Conditions describe how, as a Member, you may access, browse and use the Website. Members are also bound by the Rules, and must act in accordance with the Rules.

#### Section H – Changes to the Terms and Conditions

1. The Operator will send an e-mail to all Members notifying them of all changes to these Terms and Conditions (other than changes which are of a minor and/technical nature) prior to making the change. It will be the responsibility of Members to ensure that they read the revised Terms and

Condition following receipt of the said e-mail. Changes to the Terms and Conditions are effective immediately upon posting to the Website.

2. A member's continued use of the Website after a change to the Terms and Conditions constitutes an acknowledgement by Members that they have read and agreed to all changes to the Terms and Conditions.

3. The Operator reserves the right to change these Terms and Conditions at any time. As a Member, you should review these Terms and Conditions regularly, including, but not limited to, each time that you renew or pay a membership fee, in order to ensure that you are aware of the most up to date Terms and Conditions. Payment of a membership fee (whether on renewal or otherwise) constitutes an acknowledgement that you have read, and agree to be bound by, the most up to date Terms and Conditions.

## Section I – Content

1. In these Conditions, references to "Content" include, but are not limited to, all or part of any text, statistics, graphs, graphics, layout, logos, images, moving images, audio material or films, and also includes product details and/or software published or otherwise available on the Website from time to time (including, without limitation, anything made available for download), and references to "Trademarks" means the trademarks and logos (whether or not registered) displayed on the Website.

2. The Operator is the owner or the licensee of all intellectual property rights associated with the Website, its Content and Trademarks (whether or not registered).

3. Subject to these Terms and Conditions, the Operator gives individual Members limited, temporary, revocable, and non-exclusive license to access, browse and use the Website (including the Content and Trademarks) for personal and non-commercial use only. This license may be revoked at any time by notice.

## Section J - Members' Access

1. The password each Member chooses as part of its registration on the Website must be treated confidentially and must not be disclosed to any third party.

2. While accessing, browsing and/or using the Website a Member must comply with all applicable laws, regulations and codes. A Member must not impersonate another person or use a false name or email address, nor deep-link to and/or frame or use framing techniques to enclose the Website or any part of the Website without the Operator's prior written consent.

3. A Member must not modify or attempt to modify all or any part of the

Website, nor gain or attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

4. A Member must not post, transmit, submit, refer to, make available or link to or from (or authorize or permit any other person to do the same) any material which is untrue, fraudulent, inaccurate or incomplete, obscene, threatening, menacing, offensive, defamatory, abusive, causes annoyance, inconvenience or needless anxiety, is in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise is in breach of or violates any applicable law or regulation or code.

5. Members must not: (a) disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text], (b) Impersonate another person (including celebrities), indicate that they are an employee of the Operator, the baseball team or Our Baseball Haven; (c) Attempt to get a password, other account information, or other private information from a Member. (d) Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software; (e) Improperly use in game support or complaint buttons.

6. A Member must not post, transmit, submit, refer to, make available or link to or from (or authorize or permit any other person to do the same) any material which makes excessive demands for bandwidth, constitutes advertising (unless approved or otherwise authorized by the Operator), contains any virus or other harmful code, or which may otherwise impair or harm the Website or the Operator's or its service providers' computer systems or any third party computer system. The Operator shall have sole discretion as to whether any material is in breach of this clause.

7. Members agree to fully and effectually indemnify the Operator for any breach of sub-paragraphs J(1) to (6) above, and acknowledge that the Operator may immediately terminate or suspend their use of the Website if they are in breach of any of the said provisions.

8. The Content, Trademarks and/or any other part of the Website may not be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without the prior written consent of the Operator. Members and those who access the Website are not permitted to republish any part of the Content on another website, in any other medium (print, electronic or otherwise) or as part of any commercial service without the prior written permission of the Operator.

9. The Operator reserves the right to, without giving the relevant Member any advance notice, permanently or temporarily and for any reason, suspend or deny your access to the Website (whether in whole or in part). The Operator also reserves the right to terminate, suspend or deny access to email services, the

registration areas of the Website and/or a Member's password.

10. The Operator can remove or edit any Content on the Website at any time. All liability of the Operator its directors, employees or other representatives for any loss whatsoever arising from our removing or editing Content and/or the Members' limited use of or inability to use the Website (either in whole or in part), email services and/or password is excluded, insofar as it is possible to do so in law.

11. In cases where a Member posts/submits personal material (including, without limitation, team selections, other votes, text, photographs or other images, audio material, films or other moving images) on the Website the Member does so on the following basis: (i) the Members grants the Operator a royalty-free, worldwide, perpetual and non-exclusive license to use, copy, distribute, publish, syndicate, sub-license and transmit the whole or any part of such posted/submitted material (including without limitation any of the information, details, ideas, concepts and/or formats contained within it) in any manner and in any format and/or media (including, without limit, archiving and making such material available on the Website); (ii) Any publication of any material submitted to the Operator and/or on the Website will be at the Operator's sole discretion and the Operator reserve the right to edit or otherwise amend such materials prior to publication.

12. As a Member, you agree that the Operator may (at its discretion) disclose your identity to any third party who is claiming that any material sent by you to the Website is defamatory, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright). Each Member warrants to the Operator and

Our Baseball Haven that any material submitted to the Operator is the Members' own original work and that he or she owns the copyright and any other relevant rights.

13. Each Member warrants to the Operator that the material he or she submits is not obscene, threatening, menacing, offensive, defamatory, abusive, likely to cause annoyance, inconvenience or needless anxiety, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or violates any applicable law or regulation or code.

14. As a Member, you acknowledge that any breach of the above warranties may cause the Operator damage or loss and you agree to indemnify the Operator and Our Baseball Haven on demand against any third party liabilities, claims, costs, loss or damage the Operator or Our Baseball Haven incur as a result of publishing material submitted to the Website, including in relation to consequential losses.

15. As a Member, you also acknowledge that the Operator does not necessarily pre-screen any material that has been submitted to the Website and the Operator reserves the right to remove, at any time and without reason or prior notice or any liability to the Member, any material that has been submitted.

16. The Operator reserves the right (but not the obligation) to monitor any

communications that are made via the Website and each Member consents to any such monitoring.

17. Members are responsible for ensuring that they obey rules for use of third party tools, and rules of interactive service providers, state, local, federal laws, or foreign or international law where appropriate and which apply to them.

#### Section K – Third party services

1. Should the Operator carry a banner advertisement for a third party that the Member clicks through, the contract for the goods or services in question will be made directly between the Member and the relevant supplier. In most cases this will mean that there will be separate Terms and Conditions governing the contract as each supplier will have its own Terms and Conditions relating to the supply of those goods or services. Members should read the relevant supplier's Terms and Conditions before completing your transaction.

2. The Operator is not responsible for any transactions concluded with any such third party, and cannot accept any liability for breach of contract, non-performance or any other matter in relation to such third party website.

3. Should Our Baseball Haven, or the baseball team which it eventually purchases, contain hypertext links to third party websites, the Operator is not responsible for, nor does it endorse in any way such third party websites or their content. If you decide to access any of the third party websites linked to Our Baseball Haven you do so entirely at your own risk.

#### Section L - Exclusions and Limitations of Liability

1. The Operator does not accept any liability for error or omission on the Website. In particular, the Operator does not accept any liability for any error or information in information provided by the baseball team which is acquired, either in relation to or in connection with the take-over process, or on a day to day basis when the baseball team provides information for the purposes of the Website.

2. Without limiting the foregoing, all information and/or data appearing on the Website is provided on an "as is" basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Website or the Content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

3. Neither the Operator nor any of its data providers gives any warranty or guarantee relating to availability of the Website or that the Website and/or our operation of it, the Content or the server that makes the Website available are error or virus free or free of other harmful components or that your use of the Website and/or the Content will be uninterrupted.

4. As a Member, you agree that the Operator, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or

liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to interruption of business, access or other delays, terminations, suspensions, denials or access interruptions to the Website, or data non-delivery, data misdelivery, data corruption, destruction of data or other modification of data, or third party website links on the Website or reliance on the information contained on the Website, or computer viruses, system failures or malfunctions which may occur in connection with Members' use of the Website or any inaccuracies, omissions or misleading, false or deceptive statement in the Content or events beyond the reasonable control of the Operator.

5. As a Member, you agree that you will also indemnify and will keep indemnified the Operator and its data providers and affiliates on demand against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses) or liability whatsoever arising directly or indirectly as a result of any breach of these Terms and Conditions by you or your fault, negligence or breach of statutory duty or your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on the Operator's or its agents infrastructure (whether owned by, leased or licensed to us) or that of any of the Operator's suppliers.

6. Any contractual or legal relationship between each Member and the Operator will be concluded in English. All notices shall be given by e-mail to the Operator, to each Member at either the e-mail or postal address it provided during the registration process (if any). Notice will be deemed received 24 hours after email is sent or 3 days after the date of posting.

7. The Terms and Conditions (together with any variations to them), when read in conjunction with and with reference to the Operating Agreement and the Rules, form the entire agreement between the parties concerning your access to, browsing and/or use of the Website and supersede all prior agreements, arrangements, understandings and representations (whether written or oral) concerning the Website.

8. Nothing in these Terms and Conditions is intended to or shall operate to create a partnership or joint venture of any kind between a Member and the Operator or to authorize either of the Member or the Operator to act as agent for the other, and neither of them shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

9. If the whole or any part of any provision of these Terms and Conditions is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and Conditions and rendered

ineffective so far as is possible without modifying the remaining provisions of these Terms and Conditions and shall in no way affect the validity or enforceability of any other provisions.

10. No waiver by the Operator of any breach of these Terms and Conditions must be in writing and shall not constitute a waiver of any other prior or subsequent breach and the Operator shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

11. The rights and remedies of the Operator under these Terms and Conditions are independent, cumulative and without prejudice to its rights under the law.

12. These Terms and Conditions are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party.

13. These Terms and Conditions and/or the Members' use of the Website shall be governed by and construed in accordance with the United States and the state of Connecticut shall have exclusive jurisdiction over any dispute.

These Terms and Conditions were created on May 25th, 2009.