

## User Agreement for GOPay Payees

This User Agreement ("Agreement") is a contract between the GOPay Payees ("Payee") accepting this Agreement herein and SPay, Inc. ("GameOfficials.net") including any predecessors, successors or assignees as their interest may appear. This Agreement governs use of the GOPay Service and the Website. Payee must read, agree to and accept all the terms and conditions in this Agreement as amended, in order to use the GOPay Service and the Website. Payee hereby represents and warrants that Payee is either of legal age to contract in the State of Oregon or has obtained the consent of Payee's parent or legal guardian to enter into this Agreement and such parent or legal guardian has accepted this Agreement by accepting below.

BY CLICKING THE "I Agree" BUTTON, PAYEE AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF PAYEE DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, PAYEE WILL NOT BE GIVEN ACCESS TO THE GOPAY SERVICE.

1. **Purpose.** This Agreement will allow Payee to establish an Account with GameOfficials.net for the purpose of processing a payment transaction between a League, Assignor, Association, or other entity ("Payor") for services rendered as a Referee, Assessor, Assignor, Instructor, or other entity ("Payee").

2. **Establishing GOPay Account.** Payee must establish an Account in order to receive Payments using the GOPay Service. Balances in a GOPay Account on the Website represent that portion of funds distributed by one or more Payors due and payable to the Payee. GameOfficials.net is obligated to the Payor to follow the written instruction with respect to the destination of such funds. GOPay will make payment of any Balances in a GOPay Account to Payee according to the method, frequency, and other preferences defined in Payee's Account.

3. **Payee's Relationship with a bank.** Payors will direct payments to be made to Payee according to GOPay Statements/Invoices generated by the GOPay Service. Funds may be temporarily deposited into a bank account solely for the purpose of facilitating the distribution of funds through ACH processing or other methods. Any such bank is not a party to this Agreement and GameOfficials.net specifically disclaims any duty to any Payee for any activities or errors of any such bank. Payee specifically acknowledges and agrees that payments made through the GOPay Service may be pooled and commingled with funds due to other Payees.

4. **Payee's Relationship with GameOfficials.net.** GameOfficials.net is acting as the designated agent only for Payee in connection with providing the GOPay Service. GameOfficials.net specifically disclaims any duty to Payors, whether as an agent, a depository, a fiduciary or otherwise, other than a contractual duty to perform the GOPay Service in accordance with this Agreement. Payee hereby expressly authorizes GameOfficials.net to (i) perform the GOPay Service; (ii) maintain records of Accounts; (iii) authorize and direct the disbursement of Payments to Payee in accordance with the data, instructions and directions entered by Payee on the Website;

(iv) collect personal information necessary to establish the Account and to disclose such personal information to applicable Payors as required by law; and (v) take any other action that GameOfficials.net deems reasonable and / or prudent to carry out the transactions constituting the GOPay Service. Payee agrees that the data, instructions and directions entered on the Website may be relied upon by GameOfficials.net without any review, investigation, further validation and / or verification. GameOfficials.net further disclaims any duty to validate any such data and Payee agrees to hold GameOfficials.net harmless (including waiving all coincidental damages) for any data entry errors committed by Payors or Payee.

5. **Payments.** The GOPay Service may only be used to make Payments to Payees that are residents of the United States, its territories, possessions and Puerto Rico. Payee must initiate and authorize all Payments from his or her Account manually each time they wish to receive a Payment or by established automated rules for Payments from within their Account. GameOfficials.net will then authorize the transfer of funds for Payments in accordance with the information and instructions on Payee's Account. Payee shall choose how and when to receive the funds by (i) ACH transfer to Payee's designated bank account; or (ii) check to the address provided by Payee in Payee's Account. GameOfficials.net shall rely on the information and instructions provided by Payee on the Website. Payee is responsible for keeping such information and instructions current and accurate, and for maintaining the confidentiality of the GOPay user name and password.

6. **Account Statements.** GOPay transaction history and GOPay Account information can be viewed by logging in to Payee's Account and looking at the Account history. Payee agrees to review GOPay transactions through the Website. GameOfficials.net may provide notices by email that contain transaction information and updates but periodic account statements may or may not be provided by mail.

7. **Unauthorized Transactions.** Payee should immediately notify GameOfficials.net if Payee believes (a) there has been an unauthorized transaction or access to the Account;

(b) a password has been compromised or (c) Payee made an error in information provided on the Website. Payee should regularly log in to the Account and review the Account history.

8. **Errors by GameOfficials.net.** If GameOfficials.net makes a processing error or omission GameOfficials.net will cure seasonably upon discovery or notice. If the error results in a loss to Payee, GameOfficials.net will credit the Account for the amount equal to the error. Payee agrees that in such case GameOfficials.net assumes Payee's rights against the recipient and third parties related to such payment, and may pursue those rights directly or on Payee's behalf, at GameOfficials.net's discretion. If GameOfficials.net erroneously credits the Account, Payee hereby authorizes GameOfficials.net to debit the Account or if Payment of such erroneous credit has already been processed, to debit the account of Payee's financial institution shown on the Account, for an amount not to exceed the original amount of the erroneous credit. Payee further authorizes the bank shown on the Account to accept the debit of this amount from the Account. This authorization shall remain in full force and effect until GameOfficials.net has received written notice from Payee of termination that affords GameOfficials.net reasonable opportunity to act.

9. **Fees.** No enrollment cost or monthly charges currently exist to maintain a GOPay Account or to receive Payments by ACH. Payee agrees that a handling fee may be charged for any payments made by physical check. GameOfficials.net reserves the right to change their fee structure at any time. Payee is solely responsible for any fees charged directly by Payee's financial institution associated with ACH transfers initiated through the Website.

10. **Notices to Payee.** Payee agrees that GameOfficials.net may provide notice to Payee by posting it on the Website, emailing it to the email address listed on the Account, or mailing it to the street address listed on the Account. Notice will be considered received by Payee within 24 hours of the time it is posted to the Website or emailed to Payee. If the notice is sent by regular mail, GameOfficials.net will consider it to have been received by Payee on the date mailed. GameOfficials.net undertakes no requirement to use certified mail.

11. **Notices to GameOfficials.net.** Written Notices shall be by certified mailed to: GameOfficials.net, 5360 Legacy Drive, Suite 150, Plano, TX 75204. Notice will be effective when actually received by GameOfficials.net. No oral or electronic communications shall constitute Notice to GameOfficials.net under this Agreement.

12. **Identity Authentication.** Payee authorizes GameOfficials.net, directly or through third parties, to make any inquiries they consider reasonable and prudent at their sole discretion to validate Payee's identity. This may include asking Payee for further information,

requiring Payee to take steps to confirm ownership of Payee's email address, ordering a credit report and verifying Payee information against third-party databases or through other sources.

13. **Closing GOPay Accounts.** Payee may close the Account at any time by sending a signed written request to: GameOfficials.net, 5360 Legacy Drive, Suite 150, Plano, TX 75204. Payee must authorize Payment of the Account balance in full prior to closing the Account. GameOfficials.net may close Accounts if there has been no activity for one calendar year at GameOfficials.net's sole discretion.

14. **Termination.** GameOfficials.net at their sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the GOPay Service for any reason and at any time upon Notice to Payee. This Agreement shall terminate automatically when Payee has closed the Account.

15. **Taxes.** Payee acknowledges that GameOfficials.net is not responsible for any taxes that apply to GOPay transactions. GameOfficials.net is also not liable or responsible for collecting, reporting or remitting any taxes arising out of or resulting from any transaction in this Agreement. Payee agrees they are solely responsible for all tax reporting and payment. Payee authorizes GameOfficials.net to use the information Payee provides on the Account as a substitute for IRS Form W-9. Payee specifically certifies, under penalty of perjury, that (i) GameOfficials.net has notified Payee the information Payee submitted in connection with opening their Account will be used as a substitute for IRS form W-9, (ii) the number shown on Payee's online Account application form is Payee's correct taxpayer identification number, (iii) Payee is not subject to backup withholding because: (a) Payee is exempt from backup withholding, (b) Payee has not been notified by the IRS that Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Payee that Payee is no longer subject to backup withholding, and (iv) Payee is a U.S. person (including a U.S. resident alien).

16. **Restricted Activities.** Payee's use of the Website and the GOPay Service, or in the course of Payee's interactions with GameOfficials.net is hereby restricted in the following manner. Payee shall not:

16.1. Breach this Agreement or any other agreement that Payee has entered into with GameOfficials.net;

16.2. Violate any law, statute, ordinance, or regulation;

16.3. Infringe on GameOfficials.net's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

16.4. Provide false, inaccurate or misleading information;

16.5. Send or receive fraudulent funds; or

16.6. **Refuse to cooperate in an investigation or provide confirmation of Payee's identity or any information Payee provides to GameOfficials.net.**

17. **Limitation on Duties of GameOfficials.net.** This Agreement shall not be read or interpreted to authorize or require GameOfficials.net to perform any action that would cause GameOfficials.net to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by a bank.

18. **Amendment.** GameOfficials.net may amend this Agreement at any time by posting a revised version on the Website.

19. **Incorporation of Terms.** All terms and conditions included on the Website are hereby expressly incorporated into this Agreement, as if expressly stated herein, and Payee agrees to be bound by any future modifications or amendments to such terms without the necessity of modifying this Agreement.

20. **Indemnification.** Payee agrees to defend, indemnify and hold GameOfficials.net, assignees, successors, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party arising out of or resulting from any Payee's breach of this Agreement and/or Payee's use of the GOPay Service.

21. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns.

22. **Disputes with GameOfficials.net.** In the event of any unresolved dispute between the parties, the parties agree, prior to any notice of termination under this Agreement taking effect, to participate in a dispute resolution process in accordance with the following procedures: (a) Within thirty (30) days after notice from a party of any dispute, the parties shall meet and attempt to resolve such dispute informally with or without a mediator as the parties mutually agree; and (b) If the parties are unable to resolve the dispute informally, then the parties shall mediate such dispute in accordance with the Georgia Commission on Dispute Resolution Model Court Mediation Rules, as modified; and (c) If after non-binding mediation occurs the dispute is not resolved, the parties are free to exercise all other legal and equitable rights, including, but in no way limited to, arbitration or termination. All proceedings

or evidentiary hearings held as part of the dispute resolution process shall take place in Dallas, Texas, or at a mutually acceptable location.

23. **Law and Forum for Disputes.** Subject to paragraph 22, Payee agrees that any claim or dispute Payee may have against GameOfficials.net must be resolved by a court having competent jurisdiction in Dallas, Texas. Payee agrees to submit to the personal jurisdiction of the courts located in Dallas, Texas for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Oregon, without regard to conflict of law provisions.

24. **Complete Agreement.** This Agreement sets forth the entire understanding between Payee and GameOfficials.net with respect to the subject matter of this Agreement. All sections will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective. This Agreement supersedes and replaces all previous agreements, offers, counter offers, representations, statements, understandings and / or prior agreements written or oral.

25. **Effective Date.** This Agreement is effective upon Payee's clicking the "I Agree" button. PAYEE ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN PAYEE AND GameOfficials.net WITH RESPECT TO ALL PAST AND FUTURE GOPAY SERVICES, AND WITH RESPECT TO ANY POSITIVE BALANCES SHOWN IN THE ACCOUNT, WHETHER SUCH BALANCES APPEARED PRIOR TO OR AFTER PAYEE AGREES TO THIS AGREEMENT. IN NO EVENT MAY PAYEE CLAIM THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR BALANCES APPEARING AFTER THE EFFECTIVE DATE. Prior to agreeing to this Agreement, Payee may request a Payment for any positive balances shown in the Account.

26. **Definitions.**

26.1. "ACH" means the Automated Clearing House network.

26.2. "Account" means Payee's GOPay account on the Website.

26.3. "Business Days" means Monday through Friday, excluding common Federal bank holidays days.

26.4. "Payment" or "Payments" means payment for services by Payors to Payees using the GOPay Service.

26.5. "GOPay Service" means all services and related products provided by or made available by GameOfficials.net.

26.6. "Website" means GameOfficials.net.

27. **Waiver and estoppel.** Failure to compel strict performance by GameOfficials.net shall not constitute waiver or estoppel by GameOfficials.net and GameOfficials.net retains all rights and benefits under this Agreement.

28. **Provision deemed void.** Any provision in this Agreement deemed invalid or void in no way invalidates, changes or voids the Agreement's remaining provisions.