

Consent

I agree to [ELECTRONIC DISCLOSURES AND SIGNATURES](#).

I agree to [TICKETING TERMS AND CONDITIONS](#), which include ACKNOWLEDGEMENT OF COVID-19 AND OTHER RISKS; RELEASE, WAIVER OF LIABILITY, AND ARBITRATION AGREEMENT WITH CLASS ACTION AND JURY TRIAL WAIVER.

COLUMBUS CREW SC

CONSENT TO ELECTRONIC DISCLOSURES AND SIGNATURES

I acknowledge that you are required to give me certain documents, such as payment authorizations and payment plans, in paper, but I can agree to electronic form and electronic signatures. If I agree to electronic disclosures, you will send required documents and other communications, such as Ticket Terms and Stadium Policies, by email or give them to me on your website.

If I choose electronic disclosures and then want a free paper copy, if my e-mail address changes, or I no longer want electronic disclosures, I agree to call you at (614) 447-4169 or update my information online. Otherwise, this consent will last for the duration of my relationship with you.

To receive disclosures electronically, I must provide a current e-mail address, my device must have a current browser (Internet Explorer, Chrome, Safari, etc.) and I must be able to access, read, download, and store PDFs. By clicking I agree, I agree to electronic signatures and records and that my computer meets these standards.

TICKETING TERMS AND CONDITIONS

These Ticketing Terms and Conditions ("Terms") include (1) General Provisions which apply to all Ticket holders; (2) Payment Authorization which applies to purchasers enrolled in a Payment Plan; (3) NFS Payment Plan which applies to purchasers eligible to make multiple payments for Tickets other than a Full Season Ticket Package; and (4) FS Auto-Renewing Plan with an automatic renewal feature which applies if I choose to pay for my Full Season Ticket Package via Payment Plan.

DEFINITIONS: "Ticket:" means a ticket for a Crew match played at the stadium then designated by Team as the home stadium ("Stadium") and includes a ticket purchased from Team's agent, such as a single match ticket, and a ticket purchased directly from the Team as part of a Full Season Ticket Package, Partial Season Ticket Package, or group ticket package. "Full Season Ticket Package:" means tickets to all regular season Crew home matches played during the applicable MLS Season at the Stadium. If Team is unable to offer to the general public ticket packages to all regular season Crew home matches at the Stadium due to public health concerns, reduced seating capacities, cancelled matches, or otherwise, (an "Irregular Season"), "Full Season Ticket Package" means tickets to that quantity of regular season Crew home matches that constitute a "full season" as determined by the Team for such Irregular Season. "I," "me," and "my" mean the Ticket licensee identified on the associated Invoice (whether person or entity) and/or any holder of a Ticket. "Invoice" means the applicable season's invoice and any revised invoice (as described under Section 3 and/or Section 4 below, as applicable) and any written timetable of scheduled payment amounts and due dates disclosed to me by Team. "You," "your," "Team" and "Crew" mean, collectively, Crew SC Team Company, LLC, Crew SC Training Company, LLC and Crew SC Stadium Company, LLC currently d/b/a Columbus Crew SC. "NFS Payment Plan" means a Non-Full Season Payment Plan. "FS Auto-Renewing Plan" means the Full-Season Payment Plan that automatically renews each year under which I purchase a Full Season Ticket Package. "NFS Payment Plan" and "FS Auto-Renewing Plan" shall also be referred to as the "Payment Plan". "Plan Year" means the period that begins the date the first payment specified in an Invoice is due and ends the date when the last payment specified in the same season's Invoice is due.

Section 1: Provisions Applicable to all Ticket Holders

Please consult your doctor regarding your medical circumstances and for the most up-to-date information on COVID-19.

ACKNOWLEDGEMENT OF COVID-19 RELATED RISKS. I understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) precautions, including the protocols that will be implemented from time to time by Team ("Stadium Protocols"), cannot eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts "Related Persons"; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

ACKNOWLEDGEMENT OF INHERENT RISK IN ATTENDING SPORTING EVENTS: I recognize and accept the inherent risk before, during or after a match, including the risk of contracting a communicable disease or illness, the risk of physical injury or death, however caused, whether by players, by other people or by objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen or damaged property.

VOLUNTARY ASSUMPTION OF RISK: I UNDERSTAND AND, ON BEHALF OF MYSELF AND ANY MINORS WHO ACCOMPANY ME, KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS INCIDENT TO THE MATCH AND RELATED EVENTS, INCLUDING MY ENTRY INTO, AND PRESENCE IN, THE STADIUM OR ITS ENVIRONS, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASEES (AS DEFINED BELOW), OR OTHER THIRD PARTIES. I ACCEPT PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT I OR ANY OF MY RELATED PERSONS MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE: ON BEHALF OF MYSELF, ANY MINORS WHO ACCOMPANY ME, AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASEES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASEES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MY EXPOSURE TO COVID-19; (II) MY TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE STADIUM OR COMPLIANCE WITH THE STADIUM PROTOCOLS OR ANY OTHER POLICIES OR PROTOCOLS APPLICABLE TO THE STADIUM; (III) ANY INTERACTION BETWEEN ME AND ANY PERSONNEL OF ANY OF THE RELEASEES PRESENT AT THE STADIUM (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET-TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); OR (IV) ANY OF THE RISKS IDENTIFIED IN THE PRECEDING PARAGRAPHS OF THIS SECTION, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASEE OR OTHERWISE.

DEFINITION OF "RELEASEE": (I) THE CREW, (II) MAJOR LEAGUE SOCCER, L.L.C. AND ITS AFFILIATES ("MLS"), SOCCER UNITED MARKETING, LLC ("SUM"), THE MEMBERS OF MLS AND EACH OF THE MLS TEAMS OPERATED BY THEM, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL (COLLECTIVELY, INCLUDING MLS, SUM, AND THE TEAM ENTITIES, THE "MLS PARTIES"); (III) THE DIRECT AND INDIRECT OWNERS, LESSEES, AND SUBLESSEES OF THE STADIUM; (IV) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING SERVICES AT THE STADIUM; (V) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE STADIUM (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (VI) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES, AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

I understand that the RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE, given above, is a material inducement for my admission to and continued presence at the Stadium and that the Crew, other MLS Parties, and the other Releasees are relying upon it; I further agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by any of the Crew, other MLS Parties, or other Releasee.

COVID-19 HEALTH PROMISE. To help mitigate the risk of transmission of COVID-19 and other contagious illnesses, *I agree that I will not attend the Event, and no one in my party will attend the Event, if any of the following statements is true on the Event day:* (A) within the past 14 days, I have (or anyone in my party or with whom I have had close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19; (B) within the last 48 hours, I have (or anyone in my party or with whom I have had close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the Centers for Disease Control and Prevention); (C) within the past 14 days, I have (or anyone in my party or with whom I have had close contact has) traveled to any state or territory identified by federal or local governments as being subject to travel or quarantine advisories due to COVID-19. To help maintain social distancing guidelines, I agree to use best efforts to not sell, transfer (if available) or otherwise provide any of my Tickets to anyone other than family with whom I have been sheltering (or other trusted acquaintances), unless I sell, transfer (if available) or otherwise provide all such tickets (i.e., my full block/pod of tickets) to one party.

REVOCABLE LICENSE. Each Ticket is a revocable license that only grants entry into the Stadium and a seat or standing location for the specified match ("Event"), with no right of reentry. I may be relocated to a different seat in the sole discretion of Team and its affiliates, MLS, and/or the stadium (collectively, "Management"), and no such relocation shall entitle me to a refund or any other remedy if I am relocated to a seat of comparable face value. I, on behalf of myself and any minors who accompany me when seeking entry to the Stadium pursuant to this license, agree that this license is subject to these Terms, the terms on the Ticket (the "Ticketback Terms") and the Stadium Policies (defined below). I must comply with all Team and Stadium policies, including security policies, health and safety policies and assessments, gate and bag policies, the MLS fan code of conduct at www.mlssoccer.com/fan-code-of-conduct, the MLS Spectator Waiver, and other policies found on www.ColumbusCrewSC.com (collectively, the "Stadium Policies"), all of which are incorporated into these Terms. When seeking entry, I and my belongings may be searched or assessed and prohibited items may be confiscated. I consent to and waive all claims relating to such searches and assessments, and if I do not consent to them, Management has the right to deny admission or to eject me from the Event without refund. **Admission may be denied or revoked at any time at the sole discretion of Management if Management determines any ticket holder's conduct violates these Terms (including any Stadium Policies), or is otherwise disorderly or complicit in such conduct, without refund. Failure to comply with these Terms shall result in forfeiture of this license and all associated rights without refund, and shall entitle Management to pursue all legal remedies available, including revocation or cancellation of my Tickets (including my Full Season Ticket Package).**

Team reserves the right to not activate, deactivate and/or revoke my license to Tickets if payment has not been made. If my payment is reversed, disputed or otherwise not credited to the Team, to the extent permitted by law and without limiting any other rights or remedies available to the Team, I will be personally responsible for such payment and for any collection costs and attorneys' fees incurred by Team. All Ticket sales are final, and no refunds of payments or deposits for tickets, or exchanges, will be made except as provided for herein or in the Team's sole discretion. Management is not responsible for lost, stolen, destroyed, duplicated, or counterfeit tickets and may refuse to honor such tickets.

LIMITATION OF LIABILITY. IN NO EVENT SHALL RELEASEES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE OF THE TICKET(S) PURCHASED. Further, Management's liability for any breach of these Terms (which include the Ticketback Terms and the Stadium Policies) shall not exceed the Face Value (defined below).

RESCHEDULED, UNAVAILABLE AND FUTURE MATCHES. The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle me to a refund or other remedy if I cannot attend or for any other reason. **The sole and exclusive remedy if my admission is refused or revoked for reasons other than my breach, or an Event is cancelled or is otherwise unavailable to me for any reason and not replayed, is a refund of up to the face value of the Ticket as set by Management (the "Face Value").** If I have purchased directly from Team and have fully paid for Ticket(s) to an Event and my entry to such Event is denied for reasons other than my breach of these Terms (including the Ticketback Terms and the Stadium Policies), then Team will either (i) reduce the total amount due to Team by the Face Value; (2) issue a credit to my account for the Face Value; or (3) issue me a refund in the amount of the Face Value upon my request as communicated directly to Team via phone at (614) 447-4169 or such other method approved by Team. **Nothing herein, including without limitation the Team's issuance of Tickets, shall operate as or constitute any representation, warranty, covenant or guarantee by the Management that any number of matches shall be open to the public, played at the Stadium, or played at full Stadium capacity, and no Releasee shall have any liability whatsoever with respect to any unplayed or unavailable matches other than as expressly set forth in these Terms.** Nothing in the Tickets, a Payment Plan, an Invoice, or these Terms grants a right to postseason matches or anything other than the Event(s) indicated on the Ticket(s) I have purchased and paid for, subject to the remainder of these Terms.

RESTRICTIONS. I agree not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the match or related events (collectively, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the match or related events (the "Works"); or (3) livestreams of any portion of the match or related events (the "Livestreams"). Tickets are not redeemable for cash and may not be used for any commercial or trade purposes (e.g., resale for non-personal, business use; advertising; promotions; contests; sweepstakes; giveaways; gambling or gaming activities) without the express written consent of the Crew and/or MLS. Use of Ticket(s) in violation of any law, including the unlawful resale or unlawful attempted resale of this ticket, is prohibited and will result in seizure, revocation and/or forfeiture of the Ticket license without refund or compensation.

USE OF IMAGE. I grant MLS, Soccer United Marketing, LLC and the Team an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and, to the extent permitted by law, the Descriptive Data. I grant irrevocable permission to the Team and MLS (and their respective sponsors, licensees, advertisers, broadcasters, designees, partners, and agents) to use, publish, distribute, edit, modify and/or alter my image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Match for any purpose without further authorization or compensation, and waive all claims and potential claims relating to such use unless prohibited by law.

ACCOUNT OWNERSHIP AND TRANSFER. Membership accounts, account numbers, Payment Plans, and Full Season Ticket Packages are not transferable except as permitted by Team. The member name under which an account has been established may not be changed (unless required by law or otherwise permitted by the Team), with the following exceptions: legal name change, change in marital status, change in business name, or sale of business. The accountholder is responsible for providing the Team with up-to-date contact information; the failure to provide up-to-date contact information may affect my rights and benefits outlined herein. All requests for account information changes must be submitted in writing. Only one (1) individual or entity shall be listed as the accountholder on the account.

COMMUNICATIONS. I authorize you and your affiliates, agents, and service providers (collectively, "Messaging Parties") to contact me using automatic dialing systems, artificial or prerecorded voice messages, texts, email, or similar methods to provide you with information about these Terms, including information about payments and Events. I authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless numbers) or email addresses I supply to the Messaging Parties, even if I am charged for the contact by my service provider. I expressly authorize the Messaging Parties to monitor and record my calls. To withdraw this authorization, contact the Team at (614) 447-4169, or, Attn: Marketing Opt-Outs, Columbus Crew SC, 1 Black and Gold Blvd., Columbus, OH 43211.

INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER ("Arbitration Agreement"). Team and I hereby agree to resolve any and all claims, controversies and disputes, except for claims filed in a small claims court that proceed on an individual, confidential, non-representative basis, including, but not limited to those relating in any way to any these Terms and/or any Tickets, memberships, season ticket plans, payment plans (including, without limitation, the FS Auto-Renewing Plan if applicable), invoices, games, marketing efforts, promotions, or any of our dealings with one another during any current or future season (individually and collectively, the "Claims"), through BINDING INDIVIDUAL, CONFIDENTIAL, ARBITRATION. Either party to this Agreement may also remove a case filed in Arbitration to a small claims court with jurisdiction, at their individual discretion. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Class

Action Waiver paragraph below, must be determined by the court and not the arbitrator. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

CLASS ACTION AND COLLECTIVE ARBITRATION WAIVER: If I do not reject this Arbitration Agreement, I understand that I am agreeing to RESOLVE ANY AND ALL OF MY CLAIMS, CONTROVERSIES, AND DISPUTES ON A BINDING INDIVIDUAL BASIS. I ALSO HEREBY AGREE NOT TO PARTICIPATE IN ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, CLASS, JOINT, CONSOLIDATED OR COLLECTIVE ARBITRATION OF ANY KIND, OR ANY PROCEEDING SIMILAR TO THE PROCEEDINGS LISTED ABOVE. Team and I hereby agree that a dispute will be deemed to be Collective Arbitration if two or more similar demands for arbitration are filed on behalf of myself and another claimant and my counsel represents the other claimant(s) and coordinates activities across the arbitrations. Team and I also understand that other customary rights that Team and I would otherwise will not be available or will be more limited in arbitration, including the right to appeal. Team and I also agree that the arbitrator(s) may not consolidate the claims of multiple parties, nor bill, process, or manage the claims of multiple parties in a joint or consolidated manner.

HOW ARBITRATION WORKS: the American Arbitration Association ("AAA") pursuant to the applicable AAA rules shall administer Arbitrations in effect at the time the arbitration is initiated. Disputes arising out of or relating to the validity, enforceability, interpretation and, or scope of this Arbitration Agreement, however, shall not be decided by an arbitrator. I may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If AAA is unable or unwilling to arbitrate a dispute, or if either party objects to arbitration before AAA, then the dispute may be referred to any other arbitration organization or arbitrator that both parties agree upon in writing or that is appointed pursuant to section 5 of the FAA. In the event of any conflict or inconsistency between this Arbitration Agreement and the applicable rules of any arbitral organization, the terms and conditions of this Arbitration Agreement shall control.

Any and all arbitrations shall take place in Columbus, Ohio. The arbitrator shall be authorized to award any relief that would have been available in the courts of the State of Ohio, provided that the available relief and the arbitrator's authority is limited to Team and me alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect. The arbitrator's decision shall be final and binding. Team and I agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to those I permit to use my tickets and relevant Team employees, affiliated companies and vendors.

Team will be responsible for paying all arbitration fees, other than the lower amount of filing fees I would have incurred in either a state or federal court in Columbus, Ohio, as applicable. Notwithstanding any other provision herein, Team and I may each seek relief in a small claims court for disputes within its jurisdiction, and either party may remove a dispute brought in arbitration to small claims court. In addition, Team and I each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Arbitration Agreement, if the class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of any Payment Plan and any related agreement, my fulfillment or default of my obligations under any Payment Plan or any related agreement, and/or my or Team's bankruptcy or insolvency (to the extent permitted by applicable law).

I HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT I MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW. If I do not wish to be bound by this Arbitration Agreement, I must notify Team in writing within sixty (60) days after the date I agree to these Terms and Conditions. I must send my request to Columbus Crew SC, 1 Black and Gold Blvd., Columbus, OH 43211, Attn: Ticketing Department or such other address provided to me. The request must include my full name, address, account number, and the statement "I reject the Arbitration Agreement contained in the Ticketing Terms." If I exercise my right to reject arbitration, the other terms of the Ticketing Terms shall remain in full force and effect as if I had not rejected arbitration.

MISCELLANEOUS. Except as set forth in the Arbitration Agreement, these Terms are governed by Ohio law applicable to agreements made and performed entirely in Ohio, without regard to conflicts of laws. To the fullest extent permitted by law, Team and/or MLS reserves the right to modify the pricing and/or seat locations of Tickets, Ticketback Terms, Stadium Policies, and these Terms in its sole discretion and for any lawful reason. Notwithstanding anything to the contrary herein, Team reserves all rights under all other applicable law. Except as set forth in the Arbitration Agreement, if any provision of these Terms is invalid or unenforceable, such provision will be amended to the minimum extent necessary to make such provision enforceable, and the remainder of the Terms will not be affected.

SECTION 2: PAYMENT AUTHORIZATION

This Payment Authorization applies to me only if I enrolled in the FS Auto-Renewing Plan or a NFS Payment Plan.

"Card" means the payment card account and any subsequent payment card account I provide to Team.

Only one of the following statements shall apply:

- a. If paid for this Plan Year's **Full Season Ticket Package** in **one lump sum** and **enrolled in the FS Auto-Renewing Plan** for future Plan Years, I hereby authorize Team to charge the Card in future Plan Years, the FS Auto-Renewing Plan payments in the amounts on or after the dates specified in the Invoice for such future Plan Years, unless I opt-out of the FS Auto-Renewing Plan for such future Plan Years pursuant to these Terms; or
- b. If I paid for this Plan Year's **Full Season Ticket Package** using a **Payment Plan** and **enrolled in the FS Auto-Renewing Plan** for future Plan Years, I authorize Team to charge the Card for (i) the Payment Plan payments in the amounts and on or after the dates specified in the Invoice for this Plan Year's Full Season Ticket Package, as it may be amended, and (ii) for future Plan Years, the FS Auto-Renewing Plan payments in the amounts on or after the dates specified in the Invoice for such future Plan Years, as it may be amended, unless I opt-out of the FS Auto-Renewing Plan for such future Plan Years pursuant to these Terms; or

- c. If I paid for **Tickets** using a **Payment Plan**, I authorize the Team to charge the Card for the Payment Plan payments in the amounts and on or after the dates specified in the Invoice, as it may be amended.

I authorize Team to correct an error in processing a charge by initiating a credit or debit to the Card. If a required Payment is reduced by a credit, I authorize Team to charge the Card such reduced amount. I authorize Team to reinitiate any charge that is rejected two or more times, as permitted by network rules. I acknowledge that Team is not obligated to reinitiate any charge that is rejected and may terminate the Payment Plan in accordance with these Terms if a charge is rejected. I agree to update my Card information if it changes and can ask questions by contacting Team at (614) 447-4169. I represent and warrant that I am the owner or authorized user of the Card.

I may cancel this Payment Authorization at any time by contacting Team (within such time as to allow Team a reasonable amount of time to process and act on my request). Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.

SECTION 3: NFS Payment Plan

This Section applies if the Team offers and I accept a Non-Full-Season Payment Plan.

Team sets season ticket prices annually. The initial Invoice specifying the scheduled payment dates and amounts due under the NFS Payment Plan is based on the prior season Ticket prices, and may increase. If prices increase, Team will provide the final schedule of payment dates and amounts through a new Invoice, and provide an opportunity to opt-out of the NFS Payment Plan. If I opt-out by the Team's deadline, I will receive a refund of payments I made under the NFS Payment Plan. If I do not opt-out by the applicable deadline, I agree to the change in Ticket pricing and to making the payments specified in the revised Invoice. Team allocates payments among Events to which I purchased Tickets, beginning with the Tickets purchased to the first Event, then the Tickets purchased to the second Event, then the Tickets purchased to the third Event and so on until all payments made to Team have been so allocated among the Events. Team reserves the right to cancel my enrollment in the NFS Payment Plan or any given seats, including if I fail to make any payment within 10 days of its due date (or longer if required by law), and require that I pay for my Tickets by some other means. There are no additional charges for the NFS Payment Plan or the cancellation of the NFS Payment Plan.

SECTION 4: FS Auto-Renewing Payment Plan

This Section applies to the Full Season Ticket Package Auto-Renewing Payment Plan. I am under no obligation to enroll in the FS Auto-Renewing Plan and may instead choose to pay for my Full Season Ticket Package in one lump sum payment.

If I chose to pay for my Full Season Ticket Package via the FS Auto-Renewing Plan, Team, at its discretion, will **automatically renew** my Full Season Ticket Package and participation in the Payment Plan. Team sets the renewal terms and conditions, including, at its discretion, at higher prices. To prevent auto renewal, I will respond to Team's opt-out communication or call Team at (614) 447-4169 during the thirty (30) day window communicated to me on delivery of the new Plan Year's Invoice. All renewals are subject to these Terms until or unless new Terms are issued with the new season. If these Terms conflict with the new Terms, the new Terms control.

Team sets season ticket prices annually. The initial Invoice specifying the scheduled payment dates and amounts due under the FS Auto-Renewing Plan is based on the prior season pass price, and may increase. If prices increase, Team will provide the final schedule of payment dates and amounts through a new Invoice, and provide an opportunity to opt-out of the FS Auto-Renewing Plan. If I opt-out by the Team's deadline, I will receive a refund of payments I made under the FS Auto-Renewing Plan for that Plan Year. If I do not opt-out by the applicable deadline, I agree to the change in Ticket pricing and to making the payments specified in the revised Invoice. Team allocates payments among Events to which I purchased Tickets, beginning with the Tickets purchased to the first Event, then the Tickets purchased to the second Event, then the Tickets purchased to the third Event and so on until all payments made to Team have been so allocated among the Events. Team reserves the right to cancel my enrollment in the Payment Plan or any given seats, including if I fail to make any required payment within 10 days of its due date (or longer if required by law), and require that I pay for my Full Season Ticket Package by some other means. Enrollment in the FS Auto-Renewing Plan does not constitute a guaranty that Team will offer me the opportunity to purchase a Full Season Ticket Package or Tickets for any given season.

Print or download these Terms for future reference.