



HENDERSON SILVER KNIGHTS TERMS OF SERVICE

Last Updated and Effective Date - June 29, 2020

1. This is a Legal Agreement.

These Terms of Service (the "Terms") are a legal agreement between you and SK Team LLC dba Henderson Silver Knights, Black Knight Sports Hockey Affiliate LLC and its affiliates (collectively, "Henderson Silver Knights", "we" or "us") governing your access to and use of the websites, the Henderson Silver Knights' Guest WiFi wireless network (the "Guest WiFi") and the other online services that display or provide an authorized link to these Terms (collectively, the "Services").

Please read the Terms carefully before using the Services. You may wish to print a copy of these Terms or save them to your device for future reference. Your use of the Services indicates your acceptance and agreement to be bound by the Terms. Do not use the Services if you do not accept the Terms. We may modify the Services or the Terms at any time, for example to reflect changes in laws or regulatory requirements. Any use of the Services by you after we post modifications to the Terms constitutes your acceptance of those modifications.

2. Prohibited Content and Activities.

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any other person or entity (each a "person"), interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Solicit, collect, transmit, store, or otherwise make available private information of any third-party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers, or credit or debit card numbers;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Services;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Services. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited;
- Use or attempt to use another's information, account, password, service, or system except as expressly permitted;

- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems; or
- Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us, users, or any other third-party to any liability, damages, or detriment of any type.
- Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

3. Linking to our Services.

You may link to our Services provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest or imply any form of association, approval, or endorsement on our part where none exist and no link to our Services may be "framed" to the extent such frame contains any sponsorship, advertising, or commercial text or graphics. We reserve the right to withdraw linking permission without notice.

4. Change or Termination.

The Henderson Silver Knights may change or terminate these Terms for any reason at any time, for example to reflect changes in laws or regulatory requirements. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. The Henderson Silver Knights also reserves the right to modify the price of any Services or any other products offered via the Services. The Henderson Silver Knights is not responsible for any error in copy or images relating to the Services or any other products offered via the Services.

Otherwise applicable sections of these Terms shall survive termination. The Henderson Silver Knights also reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all use of the Services.

5. Privacy Policy.

By using the Services, you acknowledge that you have reviewed and understand our privacy policy (the "Privacy Policy"). You agree (i) to provide accurate, current, and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to the Henderson Silver Knights; (iv) not to sell, transfer, or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

6. Guest WiFi.

The Guest WiFi service is provided by the Henderson Silver Knights as a courtesy and is completely at Henderson Silver Knights' discretion. Your access to, and use of, the Guest WiFi may be blocked, suspended, or terminated at any time for any reason.

You agree to access and use the Guest WiFi only for lawful purposes and to use the Guest WiFi in responsible and lawful manner consistent with Henderson Silver Knights' public image. You are fully responsible for your access and use of the Guest WiFi and any results or consequences therefrom. No information you consider confidential should be transmitted via this wireless network. By using the Guest WiFi, you agree to be solely responsible for the content of all information you disseminate.

You should be aware that there are security, privacy and confidentiality risks inherent in wireless communications and associated technology. IN ADDITION TO THE GENERAL DISCLAIMERS BELOW, YOU ACKNOWLEDGE AND AGREE THAT THE

GUEST WIFI IS PROVIDED "AS IS" WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. IN PARTICULAR, YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT WARRANT THAT THE GUEST WIFI WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR ANY ACTIONS TAKEN FROM YOUR DEVICE, WHETHER INTENTIONAL OR UNINTENTIONAL, THE DAMAGE OR OTHERWISE CONSEQUENCES CAUSED THEREBY, WHETHER TO OTHER DEVICES OR OTHER USERS OF THE GUEST WIFI, INCLUDING, WITHOUT LIMITATION, HENDERSON SILVER KNIGHTS.

We are not liable for any costs, damages (whether direct, special, incidental, consequential or otherwise), undesired usage, or detrimental effects that may result from your access or use of the Guest WiFi, whether occurring while the device is attached to, or otherwise accessing, the wireless network or not.

BY ACCESSING THE GUEST WIFI AND AGREEING HERETO, YOU HEREBY RELEASE THE HENDERSON SILVER KNIGHTS FROM ANY AND ALL LIABILITY FOR ANY AND ALL COSTS, LOSS, DAMAGE, INFRINGEMENT, OR INJURY THAT YOU OR YOUR DEVICE MAY SUSTAIN AS A RESULT OF BEING ALLOWED ACCESS TO OR USE OF THE GUEST WIFI OR THROUGH YOUR ACCESS AND/OR USE OF THE GUEST WIFI AND YOU HEREBY AGREE TO BE SOLELY RESPONSIBLE FOR ANY SUCH LIABILITY, COSTS, LOSS, DAMAGE, INFRINGEMENT, OR INJURY.

In accordance with applicable law, Henderson Silver Knights reserve the right to monitor, intercept and disclose any transmissions made over the Guest WiFi and to provide user information, use records, and/or other related information under any circumstances where the Henderson Silver Knights see fit (for example, in response to lawful process, orders, subpoenas, or warrants or to protect our rights, users or property) to the appropriate authorities.

Links and Third-Party Content.

The Services may contain links to other websites or online services that are operated and maintained by other persons and that are not under the control of or maintained by the Henderson Silver Knights. Such links do not constitute an endorsement by the Henderson Silver Knights of those other websites or online services, the content displayed therein, or the persons associated therewith. These Terms do not apply to such other websites and online services, and such websites and online services are not part of the Services. We encourage you to review the privacy policies and terms of use of these other websites or services.

We may incorporate third-party services, software, technology, data, and/or other content (collectively, "Third-Party Materials") either independently or in connection with various programs, features, or functions available through the Services. Your use of Third-Party Materials may be subject to terms of use other than these Terms and as may be set forth by third-party providers, as applicable. You agree and acknowledge that the Henderson Silver Knights assumes no liability with respect to your use of such Third-Party Materials whether you are aware of their use or not and whether or not the use of such Third-Party Materials is endorsed or recommended by the Henderson Silver Knights.

7. Advertisers and Vendors.

Your correspondence or business dealings with, or participation in promotions of, advertisers and vendors found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or vendor. You agree that the Henderson Silver Knights shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or vendors on a website or in connection with the Services. All of your business dealings with vendors and advertisers appearing on or in connection with the Services, including the Henderson Silver Knights Team Store, shall be at your sole risk.

8. Proprietary Rights.

You acknowledge and agree that the word marks and associated logo marks of the Henderson Silver Knights, the AHL (including the AHL Shield, the Calder Cup and AHL Conference logos) and its member clubs, as well as all other proprietary materials depicted, are the property of the Henderson Silver Knights and/or the AHL and the respective AHL member clubs, and may not be reproduced without the prior written consent of the Henderson Silver Knights and the AHL (or its

designee). You acknowledge and agree that (i) any necessary software used in connection with the Services (the "Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws and are either owned by or licensed to the Henderson Silver Knights; (ii) any images of, or tradenames or trademarks associated with, any performing artist, player or team performing or playing in Henderson Silver Knights Arena ("Other Performers") is proprietary information that is protected by applicable intellectual property and other laws; and (iii) content contained in sponsor advertisements or information presented to you through the Services or advertisers is protected by copyrights, trade-marks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the Henderson Silver Knights, Other Performers or advertisers, you agree not to reproduce, republish, upload, post, transmit, distribute, copy, publicly display or otherwise use any content or any derivative works in whole or in part. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by the Henderson Silver Knights for use in accessing the Services.

9. Disclaimer of Warranties.

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON THE SERVICES OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM THE SERVICES. THE SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS, AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; AND (III) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY THE HENDERSON SILVER KNIGHTS. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE HENDERSON SILVER KNIGHTS CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN, WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. THE HENDERSON SILVER KNIGHTS MAKES NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. NO ORAL OR WRITTEN INFORMATION MADE AVAILABLE BY OR ON BEHALF OF THE HENDERSON SILVER KNIGHTS SHALL CREATE ANY WARRANTY.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Exclusive Remedy and Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL THE HENDERSON SILVER KNIGHTS, ITS AFFILIATES, BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY HENDERSON SILVER KNIGHTS CONTENT, OR ANY SITES LINKED FROM THE SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE HENDERSON SILVER KNIGHTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT OR ON ANY WEBSITE LINKED TO IT.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE HENDERSON SILVER KNIGHTS' LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY IF AND ONLY IF SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. Indemnification.

You agree to indemnify, hold harmless, and defend the Henderson Silver Knights, its affiliates and each of their respective officers, owners, directors, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Services, (ii) your online conduct in connection with the Services, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations in connection with the Services, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or (vi) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of the Henderson Silver Knights. These obligations will survive any termination of these Terms.

12. Integration and Severability and Amendment.

These Terms constitute the entire agreement between the Henderson Silver Knights and you, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to the subject matter hereof. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Henderson Silver Knights in its sole discretion may amend these Terms, in which case we will post the amended Terms within the Services. Your use of the Services after such amended Terms are posted will constitute acceptance of them by you. Henderson Silver Knights may be required to notify you of certain events concerning the Services and your use thereof, and your use of the Services constitutes acceptance that such notices will be effective upon our posting them on the applicable Services or, if we elect in our sole discretion, emailing you at an address you have provided to us.

13. No Waiver.

Our failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

14. Assignment and Binding Effects.

You may not assign these Terms or any rights or obligations herein without the prior written consent of the Henderson Silver Knights and any attempted assignment in contravention of this provision is null and void and of no force or effect. The Henderson Silver Knights has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors, and permitted assigns.

15. Acceptance of Terms of Use.

BY USING ANY SERVICE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS. If you do not agree to these Terms, you must not use any of the Services. Henderson Silver Knights may change the terms of this Agreement at any time, and your use of Services after such change is posted will mean that you accept such change.

16. Notice for California Consumers.

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of

Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. Contact Information.

Please direct any questions, complaints, or claims related to the Services or your use of the Services to information@hendersonsilverknights.com with "Terms of Service" in the subject line.

You can also contact us at:
Henderson Silver Knights
Attn: Legal Department
1550 S. Pavilion Center Drive
Las Vegas, NV 89135

18. General Provisions.

The Terms constitute the entire agreement between you and the Henderson Silver Knights and govern your use of the Services, superseding any prior agreements between you and the Henderson Silver Knights. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Terms and the relationship between you and the Henderson Silver Knights shall be governed by the laws of the Nevada without regard to its conflict of law provisions. You and the Henderson Silver Knights agree to submit to the personal and exclusive jurisdiction of the courts located within the Nevada. The failure of the Henderson Silver Knights or any of the other affiliates to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.