

These Terms of Service (“**Terms**”) are a binding contract between you, an individual user (“**User(s)**,” “**you**” or “**your**”) and Pro Score System, LLC (“**Pro Score**,” “**we**,” “**us**” or “**our**”) governing your use of the digital goods and services that Pro Score makes available, whether directly or through third parties, at the website located at www.proscoresystems.com and any other online properties owned or controlled by or on behalf of Pro Score (each a “**Website**” and, collectively, the “**Websites**”) (collectively, the “**Service**”). BY CLICKING “I AGREE” AND/OR INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT USE THE SERVICE. TO HAVE A COPY OF THESE TERMS SENT TO YOU, CONTACT PRO SCORE AT SUPPORT@PROSCORESYSTEMS.COM.

Material Terms: As provided in greater detail in these Terms (and without limiting the express language of these Terms), you acknowledge the following:

- the Service is licensed, not sold to you, and you may use the Service only as set forth in these Terms;
- the use of the Service may be subject to separate third-party terms of service and fees;
- for all Users of the Service other than those located in the European Economic Area (“**EEA**”), you consent to the collection, use, and disclosure of your information in accordance with Pro Score’s Privacy Policy available at www.proscoresystems.com/privacy-policy (“**Privacy Policy**”) and for Users located in the EEA, you acknowledge and understand Pro Score’s processing activities for the collection, use, and disclosure of your information in accordance with Pro Score’s Privacy Policy;
- we provide the Service to you on an “as is” basis without warranties of any kind, and Pro Score’s liability to you is limited; and
- disputes arising between you and Pro Score will be resolved by binding arbitration. **By accepting these Terms, as provided in greater detail in Section 8 below,**

you and Pro Score are each waiving the right to a trial by jury or to participate in a class action.

1. General Terms and Conditions.

a. Changes to these Terms. You understand and agree that we may change these Terms at any time without prior notice. You may read a current, effective copy of these Terms at any time by selecting the appropriate link on the Service. The revised Terms will become effective at the time of posting unless specified otherwise. Any use of the Service after the effective date will constitute your acceptance of such revised Terms. If you find any change to these Terms or the Service unacceptable, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of these Terms will govern any updates Pro Score provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised Terms, in which case the terms of that license or revised Terms will govern. Notwithstanding the preceding sentences of this Section 1.a, no revisions to these Terms will apply to any dispute between you and Pro Score that arose prior to the effective date of such revision.

b. Privacy Policy, Copyright Policy, Cookie Policy and Acceptable Use Policy.

Your access to and use of the Service is also subject to Pro Score's [Privacy Policy](#). For all Users of the Service other than those located in the EEA, the Privacy Policy is incorporated into these Terms by reference.

c. Jurisdictional Issues. The Service is controlled and operated by Pro Score from its offices in the State of Tennessee. Pro Score makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Service from locations outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Service from jurisdictions where the contents or practices of the Service are illegal, unauthorized or penalized is strictly prohibited.

d. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY PRO SCORE. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by accessing or using the Service, you affirm that either you are at least the age of majority in your jurisdiction or you have been authorized to use the Service by your parent or legal guardian who is at least the age of majority in your jurisdiction.

e. Additional Terms. We also may require you to agree to additional terms and/or policies beyond those mentioned in Section 1.b that we make available to you from time-to-time in connection with your use of the Service (“**Additional Terms**”). Any such Additional Terms are hereby incorporated into and subject to these Terms, and these Terms will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

2. The Service.

a. Description. Pro Score provides scoring informational resources as a website offering a technological platform for the Pro Score scoring system.

b. Consideration.

i. Service. You acknowledge and agree that these Terms are entered into in consideration of your use of the Service pursuant to these Terms and for other good and valuable consideration, the receipt and sufficiency of which you acknowledge.

ii. No Rights to Compensation. In return for enjoying the Service, you further acknowledge and agree that Pro Score may generate revenues (including from advertising and sponsorships), increase goodwill or otherwise increase the value of Pro Score from your use of the Service, and you will have no right to share in any such revenue, goodwill or value whatsoever.

c. Changes to the Service. Pro Score may at its sole discretion and from time-to-time change, add or remove features, functionality and content of or available through the Service without any notice to you. Pro Score may also terminate or discontinue support for any versions of the Service. Pro Score also reserves the right to discontinue some or all of the features of the Service at any time at its sole discretion (including the provision of software updates and support for different devices or platforms). You acknowledge and agree that Pro Score will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any specific functionality of the Service or the removal of any features, functionality or content. If you are dissatisfied with any changes to the Service, then your sole remedy is to discontinue or terminate your use of the Service as described herein.

d. Service Security. You may not violate, or attempt to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Service. Pro Score reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, to refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations. This cooperation may include the disclosure of all or your activities on or related to the Service. You agree to promptly notify Pro Score if you learn or reasonably suspect that any security breach related to the Service has occurred.

3. Registration.

a. Log-In Credentials. In order to access and enjoy the Service, it is necessary for you to register an account with us (an “**Account**”).

b. Account Security. You are responsible for the security of your Account and are fully responsible for all activities that occur through the use of your Account credentials. You agree to notify Pro Score immediately at support@proscoresystems.com if you suspect or know of any unauthorized use of your Account credentials or any other breach of security with respect to your Account. Pro Score will not be liable for any

loss or damage arising from unauthorized use of your Account credentials prior to you notifying Pro Score of such unauthorized use or loss of your Account credentials.

c. Accuracy of Information. When creating an Account, you will provide true, accurate, current and complete information as Pro Score requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of these Terms, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of Pro Score, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then Pro Score may terminate your Account immediately without notice to you and without any liability to you or any third party.

4. Intellectual Property Rights.

a. Service. Subject to your complete and ongoing compliance with these Terms, Pro Score hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access to the Website for your own use, subject to the limitations set forth herein solely for use as intended through the provided functionality of the Service and solely in strict compliance with the provisions of these Terms. You may not alter, modify, create derivative works of, sell, license or in any way exploit any part of the Service.

b. Pro Score Content. Except for third party content owned or controlled by third party transmitting entities over whom Pro Score does not exercise a right and ability to control and where such content is made available through the Service (“**Third-Party Content**”), the content that Pro Score itself provides to Users on or through the Service, including without limitation, the cheerleading scoring system, any visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, software, text, scripts, photos, methods, sounds, music, animations,

videos and the like and the trademarks, service marks, brand names, logos, contained therein, may be protected by copyright or other intellectual property rights and is owned by Pro Score or its third party licensors (collectively, the “**Pro Score Content**”). Without limiting the generality of the foregoing, the Pro Score Content and related materials are proprietary to Pro Score regardless as to whether they are protected by intellectual property law. You may not reproduce, modify, distribute, display, publish, transmit, communicate to the public, make available, broadcast, create derivative works from, publicly perform (including on a through-to-the-audience basis) and otherwise use and exploit (collectively, “**Use**”) any Pro Score Content, including but not limited to, in connection with any cheer event, without Pro Score’s prior authorization by purchasing a license [here](#). You may not Use any Third-Party Content without the prior authorization of the owners of such content, notwithstanding any functionalities of the Service. Pro Score does not guarantee access to any particular Pro Score Content, or Third-Party Content. Pro Score or its licensors, and the owners of Third-Party Content, may change, delete, or prohibit access to Pro Score Content or Third-Party Content, as the case may be, or schedules of any of the foregoing, at any time with or without notice. You understand that by using the Service, you may encounter Third Party Content and Pro Score Content that you may find offensive or objectionable. Pro Score is not the publisher of, nor responsible for, any objectionable content made available in Third-Party Content, and to the fullest extent permitted by law, Pro Score will have no liability to you with respect to objectionable content you access via the Service. Third Party Content and Pro Score Content may be transmitted with a variety of copy protection mechanisms. These copy protection mechanisms may be designed to protect the copyright interests of Pro Score or its licensors or third-party transmitting entities, as applicable. These copy protection mechanisms may limit or prevent the ability of the Service to play Pro Score Content or Third-Party Content. You agree that Pro Score will have no liability to you or any third party with regard to your ability to access, listen to, or otherwise use, any Pro Score Content or Third-Party Content due to a copy protection mechanism. You may not remove or attempt to circumvent any copyright protection mechanisms in any Pro Score Content or Third-Party Content without express authorization of the owner of such content or their authorized agent, or as otherwise permitted by law, and any attempts to do so may subject you to liability.

c. Marks. Pro Score trademarks, service marks and logos (the “**Pro Score Trademarks**”) used and displayed on the Service are Pro Score’s registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with Pro Score Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Pro Score or the applicable third-party, Pro Score’s or a third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without Pro Score’s prior express written consent. All goodwill generated from the use of any Pro Score Trademark will inure solely to Pro Score’s benefit.

d. Restrictions. The Service, Pro Score Content, and Pro Score Trademarks, including all intellectual property rights therein, are the sole and exclusive property of Pro Score, its licensors or third parties. Pro Score hereby reserves all rights not expressly granted to you in this Section 4. Accordingly, nothing in these Terms or on the Service will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Service or any Pro Score Content or Pro Score Trademarks located or displayed therein. Except for the right to access Third Party Content through the Service, no rights are hereby granted to you with respect to such Third-Party Content or Third-Party Trademarks.

6. Special Notice for International Use; Export Controls.

Plugins and other services available in connection with the Service and the transmission of applicable data, if any, may be subject to United States export controls. No plugins or other services may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. You download and use the software at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content. Pro Score makes no representation that the Service is appropriate or available for use in any particular location.

7. Advertisements and External Sites.

a. Advertisements. Pro Score may display advertisements for the goods and services of third parties or other promotional materials on the Service. Your dealings with, or participation in, promotions of any third-party advertisers on the Service, are solely between you and such third party, and your participation is subject to any terms and conditions associated with that advertisement or promotion. Pro Score does not endorse or represent such third parties, and by using the Service, you agree that Pro Score is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or the presence of such third parties on the Service.

b. External Sites. The Service may contain links to or the ability to share information with or by third party websites ("**External Sites**"). Pro Score does not endorse any External Sites or the content made available on such External Sites. All External Sites and any content thereon is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such content located on such External Sites. Pro Score is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer and connected devices from viruses and other destructive programs. If you decide to access any External Sites, purchase any content from External Sites or subscribe to services offered by such External Site, then you do so at your own risk. You agree that Pro Score will have no liability to you arising from your use, engagement, exposure to or interaction with any External Sites.

8. Dispute Resolution.

a. General. In the interest of resolving disputes between you and Pro Score in the most expedient and cost-effective manner, you and Pro Score agree that any dispute arising out of or in any way related to these Terms or your use of the Service will be

resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PRO SCORE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

b. Exceptions. Notwithstanding Section 8.a above, nothing in these Terms will be deemed to waive, preclude or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and Pro Score will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Pro Score. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail (“**Notice**”) or, if a postal address is not available, to the last known email address for such party. Pro Score’s address for Notice is: Pro Score, LLC, _____ Attn: Disputes. The Notice must:

(i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Pro Score may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Pro Score must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Pro Score prior to selection of an arbitrator, then Pro Score will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; or (B) the last written settlement amount offered by Pro Score in settlement of the dispute prior to the arbitrator’s award. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration arising under this Section 8.

e. No Class Actions. YOU AND PRO SCORE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Pro Score agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

f. Enforceability. If any part of this Section 8 is found to be unenforceable or if the entirety of this Section 8 is found to be unenforceable, then the entirety of this Section 8 will be null and void.

9. Limitation of Liability and Disclaimer of Warranties.

THE FOLLOWING TERMS IN THIS SECTION 9 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

a. PRO SCORE, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “**PRO SCORE**

PARTIES”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, RELIABILITY, COMPLETENESS APPROPRIATENESS, TIMELINESS OR RELIABILITY THEREOF. THE PRO SCORE PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICE OR ANY OTHER INFORMATION CONVEYED TO ANY USER, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT YOU UPLOAD TO THE SERVICE.

b. THE PRO SCORE PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO PRO SCORE PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

c. THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE PRO SCORE PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.

d. IN NO EVENT WILL ANY PRO SCORE PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PRO SCORE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRO SCORE’S LIABILITY, AND THE LIABILITY OF ANY OTHER PRO SCORE PARTIES, TO YOU OR

ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF THE FEES YOU HAVE PAID US AND U.S. \$100.

10. Third Party Disputes.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE PRO SCORE PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold Pro Score, and its officers, directors, employees, agents, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your access, use, or misuse of the Service or Pro Score Content; or (b) your violation of these Terms. Pro Score will use reasonable efforts to notify you of any such claim, action or proceeding for which it seeks an indemnification from you upon becoming aware of it, but if Pro Score is unable to communicate with you in a timely manner because of an inactive e-mail address for you, then your indemnification obligation will continue notwithstanding Pro Score's inability to contact you in a timely manner. Pro Score reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter that is subject to indemnification under this Section at your sole expense. In such case, you agree to cooperate with any reasonable requests to assist Pro Score's defense of such matter.

12. Term and Termination of these Terms.

a. Term. As between you and Pro Score, the Term of these Terms commences as of your first use of the Service and continues until the termination of these Terms by Pro Score or until you stop using the Services.

b. Termination. Pro Score reserves the right, in its sole discretion, to restrict, suspend or terminate these Terms and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of these Terms or violate the rights of any third party. Pro Score may further terminate these Terms immediately for any other reason with or without notice to you, using the email address associated with your Account credentials. Pro Score reserves the right to change, suspend or discontinue all or any part of the Service at any time without prior notice or liability.

c. You understand and acknowledge that, after any termination of these Terms, (i) we will have no further obligation to provide the Service to you; and (ii) all licenses and other rights granted to you in these Terms will immediately cease. Pro Score is not liable to you or any third party for termination of the Service or termination of your use of the Service. Furthermore, Pro Score will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any third party. Sections 1.a, 1.b.,1.c, 1.d, 1.e, 2.b, 2.c, 2.d, 2.e, 3.b, 4.b, 4.c, 4.d, 5, 6, 7, 8, 9, 10, 11, 12.b, 12.c, 13, 14, 15 and all defined terms used therein will survive the termination of these Terms indefinitely.

13. Consent to Electronic Communications.

By using the Service, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#). Please read the [Privacy Policy](#) to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

14. Miscellaneous.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. These Terms and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Pro Score regarding your use of and access to the Service, and, except as expressly permitted in Section 1.a above, may be amended only by a written agreement signed by you and an authorized representative of Pro Score. In addition to the foregoing, for Users located in the EEA, you acknowledge that certain aspects of your use of the Service may be governed by additional policies, including Pro Score's [Privacy Policy](#). The failure to require performance of any provision of these Terms will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms are for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of these Terms are held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Pro Score as a result of these Terms or use of the Service. The English language version of these Terms are the version that governs your use of the Service and in the event of any conflict between the English language version and a translated version, the English language version will control. You expressly agree that these Terms and all ancillary documents be drafted solely in English.

15. Contact Us.

If you have any comments, complaints, suggestions about these Terms or the Service or otherwise would like to contact us, then you can contact Pro Score by email at support@proscorsystems.com, or by U.S. post at Pro Score c/o _____.