

## TERMS AND CONDITIONS FOR CLUB MAVERICK MEMBERS

In consideration for the tickets being purchased, You agree to the following terms and conditions (hereinafter referred to as the "Agreement"): This Agreement shall apply to all ticket purchases and payment plans, including any other account with which You are associated. Team may amend this Agreement, from time to time, and in such event, notice shall be provided to You and shall be binding on You. By joining, You are indicating that You understand the terms and conditions below.

### 1. Definitions.

- "Arena" shall mean American Airlines Center, located at 2500 Victory Avenue, Dallas Texas.
- "Event" shall mean a non-Game event held by Team or Team partner, (e.g., concerts and family shows).
- "Game" shall mean an NBA pre-season, regular and/or playoff home game played at the Arena.
- "NBA" shall mean the National Basketball Association or any successor or affiliate entity.
- "Membership" shall mean Your tickets to regular season games.
- "Membership Benefits" shall mean the option to (i) purchase play-off game tickets, (ii) purchase tickets to other certain Events, (iii) receive certain discounts (including membership renewal discounts "Loyalty Pricing"), (iv) invitation to Mavs Relocation Event and (v) any other benefits that may come with the Membership.
- "Team" shall mean Dallas Basketball Limited, holder of the Dallas Mavericks franchise, a professional basketball team in the NBA.
- "You" or "Your" shall mean the person or entity that is entering into this Agreement as the registered Membership holder, and, with respect to sections 2, 4, 5, 6, and 8 – 20, any other account holder associated with Your account. If a Membership is registered in the name of a legal business entity, a contact person must be identified, and the Team shall have the right to rely on the actions of such contact on the entity's behalf. Only the first listed name on any account shall be recognized as the season-ticket holder. Team's acceptance of payment for the Membership or Membership Benefits from any person or entity other than You, does not grant any Membership rights or Membership Benefits, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity. Any intentional misrepresentation of You in connection with the Membership will be deemed a breach of this Agreement.

**2. Revocable License.** Each ticket represents a separate, limited and revocable license that only permits the holder the right to attend the Game identified on such ticket. No property rights and no renewal (except the 12-Month Auto-Renewal Plan), or expectancy rights are conveyed under this Agreement, any ticket, or any other item the Team may deliver to You under this Agreement. This Agreement and/or Your Membership, or Membership Benefits are revocable at any time by the Team, in its sole and absolute discretion. Upon any revocation of the Membership, in whole or in part, the Team may, in its sole discretion, but shall not be limited to: (i) cancel, inactivate and revoke any or all remaining Game tickets (and deny the holder admission to the Arena for the such Games); and (ii) revoke any or all Membership Benefits. Upon revocation of the Membership with cause, the Team shall have the right to retain any payments made subject to Section 13. Upon a revocation of the Membership without cause, the Team shall refund You prepaid payments made subject to Section 13. If the team revokes any Game tickets, with cause, but does not revoke Your Membership, no refund will be paid to You.

**3. Payments.** In consideration for Your Membership and Membership Benefits, You shall timely pay to Team the required fee via Account Manager provided by Ticketmaster ("Fee"). All payments by You in connection with Your Membership shall be made without offset, deduction or counterclaim. You agree and acknowledge that any deposit or other consideration that the Team receives from You in connection with Your Membership and/or Membership Benefits shall be non-refundable, and not used towards an exchange except where allowed herein.

**4. No Assignment.** Except as stated in Section 5, You shall not assign, sell, sublicense or otherwise transfer any of Your rights and obligations here under. Game or Event tickets may not be used for advertising or promotion (including contests or sweepstakes) or other trade purposes without Team's prior written consent.

**5. Resale.** Tickets may be resold through Mavs.com Ticket Resale Program, NBATickets.com Resale Marketplace or TicketMaster.com via Account Manager. Any sale, assignment or transfer of tickets must comply with applicable law and relevant policies. Sale or resale of any game tickets by unauthorized means is prohibited. Team reserves the right to cancel or revoke tickets without refund that are resold by unauthorized means. If You sell a majority of Your tickets, at any time, Your Membership may be subject to cancellation at Team's discretion. If You transfer Your mobile tickets by sending screen grabs of tickets, Your Membership is subject to cancellation. **You represent and warrant that Your intent to purchase the Membership is for Your personal amusement and not for any commercial purpose. You agree not to circumvent, avoid, bypass or obviate, directly or indirectly the intent of this Agreement.**

**6. Cancellation/Renewal.** Your opportunity to purchase or renew any Game tickets, and/or Your Membership is a privilege granted by Team and may be withdrawn by Team at any time in Team's sole discretion. Team may cancel Your Game tickets and/or Your Membership at any time for any or no reason whatsoever, including Your failure to remit payment in accordance with this Agreement and in such event the Team may at its sole discretion immediately cancel and inactivate Your Membership and/or Membership Benefits, with no further obligations owed to You. In such case You agree to immediately return all Game tickets to Team (if any ticket has been issued) upon Team's request. If You are on the 12-Month Auto-Renewal Plan, in February of the applicable year, You will receive a statement indicating the price of Your Membership for the upcoming season. You must notify Team in writing on or before March 17 of the applicable year that You wish to opt-out of Your Membership and/or opt-out of play-off tickets for the current season. Absent such written notification, Your credit card will be charged a non-refundable amount on March 15 for the upcoming season accordingly. **NO REFUNDS OR CANCELLATIONS ARE ALLOWED ONCE A PAYMENT IS MADE FOR A RESPECTIVE SEASON, EXCEPT WHERE PROVIDED HEREIN.**

**7. 12-Month Auto Renewal Plan.** This plan is a convenient way for You to spread out Your Membership payments. This option does not change Your rights to Membership or Membership Benefit. In order to participate a valid credit card or bank routing number must be on file for each respective account. The first installment payment is due March 18, 2020. Once the Team has received Your first installment payment You are locked-in for the 2020-21 Season and Your Membership will automatically renew each prospective season at our discounted Membership Loyalty Pricing. The proceeding eleven (11) monthly installment payments will be processed each month starting April 2020, on either the 15<sup>th</sup> or the first business date thereafter. Each payment is approximately equal to 1/12<sup>th</sup> of Your overall payment. When applicable You will receive play-off tickets for each respective season consistent with standard play-off ticket policies in place at the time. If You do not want play-off tickets, You may opt-out accordingly (See Section 6). Accounts thirty (30) days delinquent will lose discounted Loyalty Pricing and proceeding payments will be adjusted accordingly to the standard season ticket price; renewal rebates will be forfeited; access to transfer and sell tickets will be blocked; and tickets will be denied admittance at Arena. Team reserves the right to demand that the account be paid in full prior to reinstating the use of tickets. Accounts forty-five (45) days delinquent will be terminated. **NO REFUNDS OR CANCELLATIONS ONCE PAYMENT IS MADE** and any Games missed as a result of a delinquent account are at Your sole expense. If You become habitually delinquent on the monthly installment payments, Team reserves the right to remove You from the 12-Month Auto-Renewal Plan

**8. Improper Conduct.** You shall, and shall cause all Your guest using tickets or other Membership Benefits to observe and comply with this Agreement and all other rules, regulations, policies and procedures, which may be adopted by Team, Arena, or NBA from time to time including without limitation: (i) all policies with respect to the cancellation, postponement or rescheduling of a Game and/or Event; (ii) all announcements issued over Arena public address system; and (iii) the NBA Fan Code of conduct and all other NBA rules related to fan conduct or otherwise; and (iv) all applicable federal, state and local laws, rules, regulations, decrees and orders from government agencies. You are held responsible for all acts of Your guests. Team and Arena reserve the right, in their sole discretion, to refuse admission or eject any person whose conduct is deemed inappropriate, disorderly or otherwise in violation of any rules, regulations policies or laws referenced above. No failure by Team to exercise any right or remedy in connection with a breach by any person or entity of any provision hereunder, including this Section 8, shall operate as a waiver of such right or remedy with respect

to a breach by any other person or entity, including You, of any provision herein and specifically this Section 8. Team, Arena, and the NBA reserve the right to modify from time to time any of its respective policies and procedures, including but not limited to, those relating to the licensing of season tickets.

**9. Consent/Use of Image.** In consideration of the benefits of a Membership You hereby grant to the Team and the NBA and their designees and agents the absolute right and permission to utilize Your image, likeness, voice, actions and statements ("Materials") in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproductions made in connection with an Event in any medium, whether now known or hereinafter created, for any purpose, including commercials or promotional purposes, without further authorization or compensation. You hereby waive and release any and all claims You may have against the Team, and/or the NBA with respect to the Materials.

**10. Consent/Use of Personal Information.** You consent that Team is permitted to collect, hold, store, process, modify, transfer, or delete certain personal (and sensitive) data in any medium about You for marketing purposes and Team may disclose such information to its third party partners for such purposes.

**11. Game-data.** All game attendees are reminded that the unauthorized collection or distribution of game data, including statistics or play-by-play information for any commercial purpose is strictly prohibited. Violators are subject to ejection, in addition to all penalties and remedies provided by law, and in this Agreement.

**12. Non-Occurrence.** Team's issuance of tickets shall not operate as or constitute any warranty, representation, covenant, or guarantee by Team that any number of Games or Events shall occur at the Arena. You acknowledge and agree that Team and/or the NBA may cancel, postpone, reschedule, or relocate Games for any reason (e.g. move a Game from Arena to an alternative venue or force majeure event) as determined in its/their sole discretion, as well as to modify, or discontinue any aspect of the rules, operations and presentations of Games and Events. In the event any Game for which tickets have been purchased under this Agreement is not played or presented in the Arena for any reason ("Lost Game"), including, without limitation, an event of Force Majeure, a work stoppage or labor dispute by and among the NBA and/or their respective players or any other cause, such event shall in no way be deemed, argued or construed to be a breach by Team of this Agreement or any other terms, conditions, agreement or other duties or obligations in connection with the sale and use of tickets and You hereby waive and release any and all claims You may have against Team, and/or the NBA and their designees and agents with respect to such Lost Game. For purposes of this Agreement, an Event of Force Majeure shall include fire, earthquake, epidemic, explosion, casualty, war riot, civil disturbance, act of public enemy, embargo, act of God, strikes or lockouts that are not work stoppages, market shortages of labor or materials, accidents, or any other event or circumstance beyond the reasonable control of Team, NBA or Arena. Except as otherwise specifically provided herein, You will not be entitled to any reductions, credit, or refund resulting from a Lost Game regardless of the cause.

**13. Default/Termination.** Upon a breach of this Agreement, and in addition to any other remedies, Team at its sole option may, do any one or more of the following: (i), immediately cancel, revoke and inactivate all or a portion of Your tickets or Membership (including restriction of entry into the Arena), (ii) apply any amounts previously paid (regardless of how such amounts are attributed) towards any Damages (as defined in this Section 13) with no obligation to return or refund such amounts, (iii) revoke any rights You may have been granted in connection with purchasing tickets to play-off games, (iv) suspend all or any portion of Your rights hereunder and (v) terminate this Agreement in part or in whole for cause, in each case Team shall have no liabilities or obligations of any kind, provided that Team shall refund to You any amount previously paid by You in excess of the damages caused by all defaults of You or Your guests, licensees or affiliates (including without limitation costs of collection of any amounts due, allowable costs of attorney fees and other costs and expenses incurred in connection with enforcement of remedies for such default (collectively, "Damages").

**14. LIMITATION OF LIABILITY.** THE AGGREGATE LIABILITY OF THE TEAM, ITS DESIGNEES, AGENTS AND OWNERS, FOR DAMAGES OF ANY KIND ARISING OUT OF THE PURCHASE, POSSESSION OR USE OF MEMBERSHIP OR A TICKET, INCLUDING BREACH OF CONTRACT, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE UNUSED TICKETS. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL THE TEAM OR ITS DESIGNEES, AGENTS, AND OWNERS BE LIABLE FOR ANY INDIRECT PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**15. WAIVER OF LIABILITY FOR PERSONAL INJURY.** THE HOLDER OF ANY TICKET ISSUED BY TEAM VOLUNTARILY ASSUMES ALL RISKS AND DANGER OF LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY (INCLUDING DEATH) AND ALL OTHER HAZARDS ARISING FROM OR RELATED IN ANY WAY TO THE EVENT OR GAME FOR WHICH THE TICKET IS ISSUED, HOWEVER SO CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE, WHETHER OCCURRING PRIOR TO, DURING OR AFTER A GAME OR EVENT.

**16. Taxes.** If any taxes or fees are levied, assessed, imposed or payable on any payments made by You hereunder, You shall pay or reimburse Team for such taxes or fees within thirty (30) days after receiving Team's statement thereof. For the purpose of this Section, taxes or fees payable or reimbursable by You shall include, without limitation, all federal, state, or local gross receipts or proceeds taxes, and all privilege, sales, rent, admission, seat, amusement, entertainment, ticket, or other taxes now known or hereafter levied, assessed or imposed upon any payments made by You hereunder, or which Team or any affiliate or successor thereof will be required to pay as a result of the receipt of the payments made by You hereunder, and shall include any penalties and interest due on any delinquent payments by You; provided, however, You shall not be obligated to pay any amount on account of any real estate, franchise, or net income tax paid or required to be paid by Team. Your obligations hereunder shall survive the expiration or termination of this Agreement.

**17. Change of Seat.** Team reserves the right to change the location of Your seats, for any playoff game (if You are expressly granted the right to purchase play-off tickets), or in the event of a change of design or physical alteration to the Arena (a "Seat Modification"). Such seat changes shall not be deemed to be a breach of this Agreement. In the event of a Seat Modification, Team will make reasonable efforts to change the location of Your seats. In the event You request to change Your seat, and Team allows for such change, Your payments will be adjusted accordingly.

**18. Change of Address.** As necessary and in any event no later than the end of each Team season, You shall provide Team with written notification of all changes of address and such notification shall include Your name, account number, daytime phone number and accompanied by Your signature.

**19. Miscellaneous.** All rights and remedies of Team shall be cumulative. Any controversy or claim arising out of or relating to this Agreement (including any breach thereof) shall be settled by confidential arbitration in Dallas, Texas and administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court in the State of Texas. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude Team from seeking any injunctive relief in State or Federal courts. In the event a dispute goes to court You agree that this Agreement shall be interpreted according to the laws of the State of Texas without giving effect to its choice of law or conflicts of law provisions and that federal and state courts in the State of Texas shall have personal jurisdiction over the parties hereto, and that venue and forum shall be proper in such courts. All terms and conditions are independent of each other. If any terms and conditions are incapable or unenforceable, the balance of the terms and conditions shall remain unaffected and in full force and effect. All parties agree that the Club Maverick/Renewal Application may be executed electronically. You agree to keep the terms and conditions of this Agreement confidential. This Agreement constitutes the entire agreement between You and Team and supersedes all prior agreements, understandings and representations relating to the subject matter hereof.

**20. Mobile Messaging.** You may choose to receive mobile alerts by opting in. If You do, You authorize Team to use automated technology to send messages to the mobile phone number You supply when You sign up. You may receive up to 8 messages per month. Message and data rates may apply, according to Your rate plan provided by Your wireless carrier. Team will not be responsible for any text messaging or other wireless charges incurred by You or by a person who has access to Your wireless device or telephone number. You may not receive Team alerts if Your carrier does not permit text alerts. Your carrier may not allow You to use pre-paid phones or calling plans to receive alerts. The Team may send You a bounce back message for every message You send to us. Service may not be compatible with all wireless carriers or devices. You may opt out of any alerts by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If You opt out by sending us

a text message, the Team will send You a text to confirm Your request. It may take us up to 10 days to remove Your mobile device number from our database. For additional help, text "HELP" to the shortcode provided. Team is not responsible for the accuracy of any information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Your deletion or failure to store any mobile messaging from us.