

DISCLAIMER AND TERMS OF USE

Definitions:

“URT” refers to the Ultimate Recruiting Tool Website. “US” or “WE” or “OUR” refers to the provider of this website and all tools and/or resources (“Software”) provided, its subsidiaries, affiliates, officers, agents, co-branders, independent contractors, partners, and/or OUR employees. “YOU” or “YOUR” or “YOURSELF” or “YOURS” refers to the visitor, user, user and parents of user or user and appointed guardians of this website and the profile website system (“Software”).

Thank YOU for visiting OUR Website, as YOU are our welcomed guest. YOUR visit is governed by the following terms and conditions, along with the Privacy disclosure and all applicable laws. By using this website or any and all tools and resources (“Software”) offered, YOU signify YOUR agreement to all the terms and conditions as disclosed to using this Website and by doing so, WE grant YOU a non-exclusive, non-transferable, limited right to enter, display and use this Website. If you do not agree to these terms and conditions, WE respectively state that YOU are not granted use of this Website or any and all tools or resources (“Software”) displayed or offered.

WE may modify these terms of usage disclosure at any time, and such modifications shall be effective immediately upon posting of the modified terms of usage on this site. YOU agree to review these website terms of usage periodically to be aware of such modifications and YOUR continued access or use of the site and provided tools and resources (“Software”) shall be deemed your conclusive acceptance of the modified terms.

All materials, tools and resources contained within OUR Website or supplied tools and resources (“Software”), contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that OUR copyrighted property may not be copied or reproduced without the written consent of US or the contributing party. Except as expressly authorized by US or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

In consideration of YOUR use of the recruiting tools and resources (“Software”) furnished by US, YOU agree to: (a) provide true, accurate, current and complete information about YOURSELF as prompted by the entry or login forms and (b) maintain and properly update the information to keep it true, accurate, current and complete. If YOU provide any information that is untrue, inaccurate, not current or incomplete, or if WE have any reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then WE have the right to suspend or terminate YOUR username

and password, and refuse any and all current or future use of the tools and resources ("Software") or any portion thereof by YOU.

If YOU register as an athlete, YOU must in fact be a high school athlete or college student who is looking to transfer to another university as a college athlete. If YOU register as a high school, travel or club coach you must have a team of players that are high school or college age that are seeking recruitment to play at the college level. If YOU sign up untruthfully as an athlete or coach, YOU can and will be held liable for your actions and the consequences. This is considered unrightful access to information and WE reserves the right to pursue further action.

YOU are responsible for maintaining the confidentiality of YOUR username and password and are fully responsible for all communications and activities that occur under YOUR username and password. YOU agree to (a) immediately notify US of any unauthorized use of YOUR username and password or any other breach of security, and (b) properly exit from YOUR account at the end of each session. WE will not be liable for any loss or damage arising from YOUR failure to comply with these guidelines.

As the athlete, YOU, have the ability to give access to your Player Profile and all contents that are within this Player Profile to a high school, travel or club coach. In the event, you grant access to a coach, WE are not responsible or liable for the information that is sent using OUR Recruiting Tools. Furthermore, YOU granting access to a coach gives them the legal right to send out your Player Profile and all the contents that are within the profile.

As a high school, travel or club coach you are responsible for the information that you transmit with our Recruiting Tools. We are not responsible or liable for this information being sent using OUR Recruiting Tools.

YOU acknowledge and agree that OUR recruiting tools and resources ("Software") may maintain YOUR personally chosen sports video, and WE are not responsible for any disclosure of YOUR personal contact information displayed or announced by YOU on YOUR personally uploaded video. You further acknowledge and agree that OUR recruiting tools and resources maintain an agreement with YOUTUBE whereby YOU may upload YOUR personally chosen sports videos. YOU understand and agree that WE do not promote YOUR video using our Software and that WE are not responsible for any disclosure of YOUR personal contact information displayed or announced by YOU on YOUR personally uploaded video. You further agree to read the YouTube Privacy and Term of Use agreements located at <http://www.youtube.com/t/terms> and <http://www.youtube.com/t/privacy>, and abide by all disclosures with YouTube's Privacy and Term of Use agreements. .

YOU agree to indemnify US from any claim demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content YOU submit, post to or transmit through the Service, YOUR use of the Service, YOUR connection to the service, YOUR violation of the disclosure, or YOUR violation of any rights of another.

YOU agree not to use the tools and resources to:

- (a) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, profane, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, racially motivated, or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (e) upload, post, e-mail or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationship;
- (f) upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- (g) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as commerce sites) that are designed for such purpose;
- (h) upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (j) interfere with or disrupt the Services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (k) intentionally or unintentionally violate any applicable local, state, federal, or international law, including but not limited to, regulations promulgated by

the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of the law, or;

(l) "stalk" or otherwise harass another.

WE are strongly committed to protecting the privacy of OUR users that utilize OUR interactive tools and resources ("Software"). Since inception, WE have pledged never to sell or otherwise misuse client information (personal information) including (but not limited to) names, addresses, telephone numbers, email addresses or other personal data of those it collects. WE only collect this information knowingly to its users, and will never collect personal data by any means unless specifically submitted. WE consider all Personal Information to be private and confidential, and this information will not be sold to a third party solicitation company. However, YOU do hereby approve for your information to be distributed or sold to college coaches, college admissions or other partners of US for the purpose of recruitment or to promote you as a student-athlete.

WE have a policy against using third party Internet advertising solution providers and free email services that collect and sell private data from our users. To protect your information, all advertising programs for banner ads, databases and software applications that require user's Personal Information reside exclusively on OUR internal servers and databases.

We may use IP addresses to analyze trends, help us administer the Website, track the movement of users and visitors, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information, except as may be necessary to verify users' locations to determine the applicability of subscription products, as applicable.

WE may link to other websites, and other websites may link to US. WE are not responsible for the privacy practices of other companies or the content of websites not owned, operated, and/or solely managed and maintained by US. Other organizations may have their own privacy policies, in which you should review when you access and/or utilize their services.

The law requires that WE may be required to share YOUR personal information and non-personal information pursuant to judicial or governmental subpoenas, warrants or orders. If WE are required to do so, WE will, of course, obey the law. In addition, notwithstanding any term to the contrary in this Privacy Policy, WE reserve the right to use and disclose share YOUR personal and non-personal information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of this Website's Disclosure Notice, violations of reproduction of content or materials in-print or online or as

otherwise required by law. And, WE may share collective statistical information with OUR subsidiaries, users, affiliates, officers, agents, co-branders, and partners about the use of the tools and resources supplied.

WE have in place physical, electronic and managerial procedures to protect the information WE collect by personal entry or online. However, as effective as these measures are, no security system is impenetrable. WE cannot guarantee the security of OUR database, nor can WE guarantee that the information YOU supply will not be intercepted while being transmitted to US over the Internet. Given that, to date and to the best of OUR knowledge, OUR database has never been hacked into or compromised in any way.

WE, disclaim all liability for damages, costs and expenses to any party utilizing OUR website or tools and resources ("Software"). By using such the parties agree that there are no remedies for negligence, or for breach of warranty or contract, including but not limited to indirect consequential, punitive or incidental damages, even if notice is given of possible such damage. WE assume no liability as to the contents of the information contained here or within OUR tools and resources ("Software"). References herein to any college coach and/or parent of an athlete or an athlete does not constitute or imply the endorsement or recommendation by US.

WE make no representation, warrantee, or guarantee regarding the user's success in receiving offers of scholarships or offers for try-outs with any school or team.

Ultimate Recruiting Tool is not responsible for the actions of those users (both coaches and athletes) who do not abide by NCAA regulations. Ultimate Recruiting Tool is in no way affiliated with the NCAA. As a user YOU are responsible for your own action. As a user YOU are responsible for knowing the NCAA's rules, regulations, and laws. As a user YOU are responsible for abiding by the NCAA's rules, regulations and laws. Ultimate Recruiting Tool is not responsible for coaches and/or athletes who violate NCAA or other sport governing body rules and regulations. Violators are subject to account termination. Ultimate Recruiting Tool does not promote any violations of NCAA or other sport governing body rules or regulations.

WE are hereby released from all liability, damages, lost data or data corruption of any and all information. It is further understand that your data may be down at times due to uncontrollable internet circumstances

Upon using this website or any tools and resources ("Software") furnished by US, all parties agree that the tools and resources ("Software") are provided by a Georgia company, and the tools and resources ("Software") provided by US shall be governed and constructed in accordance with the laws of the state of Georgia. YOU agree that any legal actions or proceedings between US and YOU for any purpose concerning this website and its tools and resources ("Software")

or the parties' obligation within shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the state of Georgia, County of Walton, and prior to any such action the parties will undergo binding arbitration at their expense in said county and state. Any cause of action or claim YOU may have with respect to US or the services provided must be commenced within sixty (60) days after the claim or cause of action arise or such claim or cause of action is barred.