Privacy Notice and General Website Terms

Lakeshore Lacrosse ("Lakeshore Lacrosse," "we," "our," or "us") respects the privacy of your information. This Privacy Notice is designed to assist you in understanding how we collect, use, share, and safeguard your information. This Privacy Notice applies to all individuals who access this website, mobile application(s), or other interactive properties (collectively, "Sites") and any of our online and offline services or programs (collectively, "Program(s)").

Please note that certain websites or application may be hosted by third parties (e.g. LeagueApps), and an additional or separate Privacy Notice and/or privacy practices may apply to those applications or websites. If you have any question about the privacy notices and/or practices that apply to a particular site, please review any privacy documentation linked or available via that particular site, or you may contact Lakeshore Lacrosse as described herein to understand if this Privacy Notice applies.

By engaging with our Programs or submitting personal information to Lakeshore Lacrosse via the Sites or by any other means, you acknowledge that you understand and agree to be bound by this Privacy Notice, and agree that Lakeshore Lacrosse may collect, process, transfer, use, and disclose your personal information as described in this Privacy Notice.

Further, by accessing any part of the Sites, you are agreeing to THE TERMS OF OUR WEBSITE TERMS AND CONDITIONS PROVIDED BELOW IN SECTION 13 OF THIS PRIVACY NOTICE (the "Terms and Conditions"). IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY NOTICE OR OUR TERMS AND CONDITIONS, PLEASE DO NOT USE ANY PORTION OF THE SITES AND OR PROGRAMS.

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1. What personal information do we collect about you?

Personal information (also commonly known as personally identifiable information (PII) or personal data) is information that can be used to identify you, or any other individual to whom the information may relate.

The personal information that we collect directly from those registering on the Sites, includes the following categories:

- Name and contact information (e.g. address; phone number; email, fax);
- Billing Information (e.g. credit card, bank account, billing contact information);
- Order Information (e.g. current order/purchase information, purchase history, shipping details);
- User content (as described in more detail below);
- Account Information (e.g. login credentials);
- Geographic or location information;
- Information contained in posts you may on the public forums and interactive features of the Sites and/or social media;
- Information in the "COOKIES AND OTHER TRACKING TECHNOLOGIES" Section below, the degree to which such information is defined as personal information under the laws of a particular jurisdiction;
- Other information that may be exchanged in the course of engaging with the Sites. You
 will be aware of any subsequently collected information because it will come directly
 from you.

2. Collection of User Generated Content

We may invite you to post content on the Sites, including your comments and any other information that you would like to be available on the Sites, which may become public ("User Generated Content"). User Generated Content is any content you may upload to public portions of the Sites or Programs or via social media. In particular, if you post about our Programs or Sites on your social media platforms and tag Lakeshore Lacrosse, we may share such posts on the Sites, including photos, videos and post descriptions. If you post User Generated Content, all of the information that you post will be available to authorized personnel of Lakeshore Lacrosse and may be made available to the public at our discretion, unless otherwise limited in this Privacy Notice. You expressly acknowledge and agree that we may access in real-time, record, and store archives of any User Generated Content on our servers to make use of them in connection with the Sites. If you submit a review, recommendation, endorsement, or other User Generated Content through the Sites, or through other websites including Facebook, Instagram, Google, Yelp, and other similar channels, we may share that review, recommendation, endorsement, or content publicly on the Sites.

3. What are the sources of personal information collected by Lakeshore Lacrosse? When providing personal information to Lakeshore Lacrosse as described in this Privacy Notice, that personal information is collected directly from you, and you will know the precise personal information being collected by us.

In certain limited circumstances, third-party service providers may collect information on behalf of Lakeshore Lacrosse, though such collection will always be within the context of the Sites. Lakeshore Lacrosse may also automatically collect certain information through your use of the Sites, such as the following:

 Usage Information. For example, pages on the Sites you access, the frequency of access, and what you click on while on the Sites.

- Device Information. For example, hardware model, operating system, application version number, and browser.
- Mobile Device Information. Aggregated information about whether the Sites are accessed via a mobile device or tablet, the device type, and the carrier.
- Location Information. Location information from visitors of the Sites on a city-regional basis.

For more information on our cookie usage, please see our "COOKIES AND OTHER TRACKING TECHNOLOGIES" section below.

4. For what purposes does Lakeshore Lacrosse use personal information?

Subject to the terms of this Privacy Notice, Lakeshore Lacrosse uses the above-described categories of personal information for the purposes listed below. Unless otherwise stated specifically, the above information may be used to:

- Administer the Programs and Sites to you;
- · Respond to your requests;
- Provide information to you about the Programs or Sites;
- Notify you about changes to this Privacy Notice, Rules, or other relevant information;
- Distribute communications relevant to your use of the Programs or Sites, such as scheduled changes, team information, system updates, or information about your use of the Programs or Sites;
- Support the operation of the Programs or Sites, such as for billing, account maintenance, and record-keeping purposes;
- Send to you Lakeshore Lacrosse solicitations, product announcements, and the like that
 we feel may be of interest to you (you may "opt out" of receiving these marketing
 materials);
- In other manners after subsequent notice is provided to you and/or your consent is obtained, if necessary.

Lakeshore Lacrosse does not sell, re-sell, or distribute for re-sale your personal information, or share your personal information for the purposes of cross-contextual behavioral advertising.

5. How does Lakeshore Lacrosse share your personal information with third parties?

We may provide any of the described categories of personal information to Lakeshore Lacrosse employees, consultants, affiliates or other businesses or persons for the purpose of processing such information on our behalf in order to provide the Programs and/or Sites to you. Third parties receiving personal information may include:

- Third-party vendors or service providers providing crucial services and necessary to provide the Programs and/or Sites;
- Business partners, contractors, leagues, or other affiliated entities;
- Government agencies or other parties in response to legal process or other requests, where permitted by law.

We will not share your personal information with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you have the ability to opt-in or opt-out.

In addition, we may release personal information: (i) to the extent we have a good-faith belief that such action is necessary to comply with any applicable law; (ii) to enforce provisions of any agreements you may enter into with us to protect ourselves against any liability, defend ourselves against any claims, protect the rights, property and personal safety of other athletes or users of the Sites, or protect the public welfare; (iii) when disclosure is required to maintain the security and integrity of the Sites, or to protect any user's security or the security of other persons, consistent with applicable laws (iv) to respond to a court order, subpoena, search warrant, or other legal process, to the extent permitted and as restricted by law; or (v) in the event that we go through a business transition, such as a merger, divestiture, acquisition, liquidation or sale of all or a portion of our assets.

6. How long does Lakeshore Lacrosse retain your personal information?

Lakeshore Lacrosse will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Notice. We will retain and use personal information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. To determine the appropriate retention period for your personal information, we will consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we use your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Lakeshore Lacrosse will also retain usage data for internal analysis purposes. Usage data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Sites and/or Programs, or we are legally obligated to retain this data for longer periods.

7. Cookies and Other Website Tracking Technology

How We Use Cookies

Like many other Sites, we use cookies and other tracking technologies (such as pixels and web beacons) (collectively, "Cookies"). "Cookies" are small files of information that are stored by your web browser software on your computer hard drive, mobile or other devices (e.g., smartphones or tablets).

We may use Cookies to:

- Estimate audience size and usage patterns;
- Understand and save your preferences for future visits, allowing us to customize the Site and Services to your individual needs;
- Advertise new content and services that relate to your interests;
- Keep track of advertisements and search engine results;
- Compile aggregate data about site traffic and site interactions to resolve issues and offer better site experiences and tools in the future; and
- Recognize when you return to the Sites.

We set some Cookies ourselves and others are set by third parties. We use Cookies set by third parties to provide us with useful information to help us improve our Sites and Programs, to conduct advertising, and to analyze the effectiveness of advertising.

How You Can Opt-Out of Cookies

Browser Settings

Cookies can be blocked by changing your Internet browser settings to refuse all or some Cookies. If you choose to block all Cookies (including essential Cookies) you may not be able to access all or parts of the Sites.

You can find out more about Cookies and how to manage them by visiting www.AboutCookies.org or www.allaboutcookies.org.

Platform Controls

You can also opt out of Cookies set by specific entities by following the instructions found at these links:

Adobe: https://www.adobe.com/privacy/opt-out.html

Google: https://adssettings.google.com

Facebook: https://www.facebook.com/about/ads

LinkedIn: https://www.linkedin.com/psettings/guest-controls/retargeting-opt-out

Microsoft: https://account.microsoft.com/privacy/ad-settings/

Twitter: https://twitter.com/personalization

Advertising Industry Resources

You can understand which entities have currently enabled Cookies for your browser or mobile device and how to opt-out of some of those Cookies by accessing the Network Advertising Initiative's website or the Digital Advertising Alliance's website. For more information on mobile specific opt-out choices, visit the Network Advertising Initiative's Mobile Choices website. Please note that these opt-out mechanisms are specific to the device or browser on which they are exercised. Therefore, you will need to opt out on every browser and device that you use.

Google Analytics

We use Google Analytics, a web analytics service provided by Google, Inc. Google Analytics uses Cookies or other tracking technologies to help us analyze how users interact with the Sites and Programs, compile reports on their activity, and provide other services related to their activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a returning visitor, and any referring website. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google's <u>privacy policies</u>. To learn more about Google's partner services and to learn how to opt-out of tracking of analytics by Google, click <u>here</u>.

Google reCAPTCHA

We use Google reCAPTCHA, a free service provided by Google, Inc., to protect our Sites from spam and abuse. Google reCAPTCHA uses advanced risk analysis techniques to decipher humans and bots. Google reCAPTCHA works differently depending on what version is deployed. For example, you may be asked to check a box indicating that you are not a robot or Google reCAPTCHA may detect abusive traffic without user interaction. Google reCAPTCHA works by transmitting certain types of information to Google, such as the referrer URL, IP address, visitor behavior, operating system information, browser and length of the visit, cookies, and mouse movements. Your use of Google reCAPTCHA is subject to Google's Privacy Policy and Terms of Use. More information as to Google reCAPTCHA and how it works is available here.

Other Types of Collecting Activities

The Sites may use Cookies and similar technologies third-party vendors provide to collect information on user behavior (e.g., screens and pages visited, buttons and links clicked, limited information entered, and user taps and mouse movements). This information enables us to monitor and improve the user experience.

8. Third Party Advertisers

We may allow other companies, called third-party ad servers or ad networks, to serve advertisements within the Sites. These third-party ad servers or ad networks use technology to send, directly to your device, the advertisements and links that appear on the Sites. They automatically receive your device ID and IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content you see. You should consult the respective privacy policies of these third-party ad servers or ad networks for more information on their practices and for instructions on how to opt-out of certain practices. This Privacy Notice does not apply to them, and we cannot control their activities.

9. Children's Privacy

The Programs provided by Lakeshore Lacrosse are intended for use in athletic, training, or team settings and children's personal information may be collected, though the Sites are not specifically designed for use by or marketed to children under the age of 13. Lakeshore Lacrosse does not receive information directly from children, and we rely solely on parents/guardians to provide any information about individuals under the age of 13. Lakeshore Lacrosse requires the personal information of any individual under the age of 13 to be under the control of a parent/guardian, who is responsible for managing that child's personal information available to Lakeshore Lacrosse. Please note that any information collected via a third-party hosted application or site, like LeagueApps, may be governed by a separate privacy notice. Specifically, information about LeagueApps' privacy practices can be found here: https://leagueapps.com/privacy-policy/.

10. Information Security and User Responsibility

We employ industry-standard security measures designed to protect the security of all information submitted through the Sites. However, the security of information transmitted through the internet or via a mobile device can never be guaranteed. We are not responsible for any interception or interruption of any communications through the internet or for changes to or losses of data.

Users of the Sites are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to password protected or secure areas of the Sites. In order to protect you and your information, we may suspend your use of any of the Sites, without notice, pending an investigation, if any breach of security is suspected.

11. External Links

The Sites may link to other websites that are not sites controlled or operated by us (collectively, "Third-Party Sites"). Please be aware that we exercise no control over Third-Party Sites and Lakeshore Lacrosse is not responsible for the privacy practices or the content of such sites. You acknowledge that the Third-Party Sites may have different privacy policies and terms and

conditions and/or user guides and business practices than us, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides.

We provide links to the Third-Party Sites to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Sites, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Sites to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

12. Changes to this Privacy Notice

Lakeshore Lacrosse reserves the right to modify this Privacy Notice from time to time in order that it accurately reflects the regulatory environment and our data collection principles. When material changes are made to this Privacy Notice, Lakeshore Lacrosse will post the revised Privacy Notice on our website. This Privacy Notice was last modified as of **December 31, 2023**.

13. General Website Terms

Lakeshore Lacrosse maintains the Sites as a convenience to online users. The information located on the Sites was believed to be accurate at the time it was posted. Lakeshore Lacrosse makes no commitment to update or correct any information that appears on the Sites. We reserve the right to withdraw or amend the Sites in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Sites are unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the Sites, or the entirety of the Sites.

To access the Sites or certain parts of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide on the Sites is correct, current, and complete, and that you have the authority to provide such information to us.

If you choose a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Sites or portions of it using your username, password, or other security information. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information or any other means to access the Programs, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

Proprietary Rights and Your Use of the Site

Unless otherwise specified in these Terms, all information and screens appearing on this Sites are the sole property of Lakeshore Lacrosse. We provide content through the Sites that is copyrighted or contains protectable trademarks of us or our third-party licensors and suppliers (collectively, the "Materials"). Materials may include documents, services, software, site design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof. Subject to these Terms, we hereby grant to you a revocable, limited, personal, nonexclusive, and non-transferable license to use, view, print, display, and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use the Sites solely for your personal use. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Sites or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Sites or Materials in any manner or for any purpose that would constitute infringement of our, our licensors', or the Sites' other user's intellectual property rights. All rights not expressly granted herein are reserved. You shall abide by all additional copyright notices, information, or restrictions contained in any Materials accessed through the Sites. You are prohibited from using the Sites and Materials to train a machine learning or artificial intelligence (AI) system.

Permitted Uses of the Site

By accessing or using the Sites, you agree that:

- Your use of the Sites are subject to and governed by these Terms;
- You will only access or use the Site and transact business with us if you are at least eighteen (18) years old;
- You will use the Sites solely for its Programs offered in the normal course of business;
- You will always act in accordance with the law and custom, and in good faith;
- Each use of the Sites by you indicates and confirms your agreement to be bound by these Terms.

You further agree to not use the Sites in any way that:

- Changes or alters the Sites or content or Programs that may appear on the Sites;
- Impairs in any way the integrity or operation of the Sites;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses from the Sites;
- Interferes with or attempts to gain unauthorized access to our network services;
- Impairs or limits our ability to operate the Site or any other person's ability to access and use the Sites:
- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;

- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy;
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information;
 or
- Uses the Sites and Materials to train a machine learning or artificial intelligence (AI) system.

We have no obligation, but maintain the right, to monitor the Sites. This list of prohibited activities provides examples and is not complete or exclusive.

Reliance on Information Posted on the Sites

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

The Sites may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Disclaimer of Warranties

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITES, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SITES AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITES IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE SITES, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITES AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITES, OR ON

ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITES, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SITES, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50).

14. Contact Us

If you have any questions or comments about this Privacy Notice or the Sites provided by Lakeshore Lacrosse, please contact us at: info@lakeshorelacrosse.com or via the webform available on our Contact Us page.