

TAC-TV SUBSCRIBER AGREEMENT

By purchasing the TAC-TV service or any other product or service offered by or through TAC-TV, you accept and agree to be bound by this TAC-TV Subscriber Agreement. If you do not agree to this TAC-TV Subscriber Agreement, you may not use the TAC-TV service. You also understand that by signing up for an TAC-TV subscription, you will receive updates, special offer, and other information from the Triangle Aquatic Center, its Partners and TAC Programs. You are responsible for all activities that occur under your account (e.g., use of TAC-TV by your child/ward). The TAC-TV streaming video services are available only in the United States, and its territories and possessions. You must be 16 years of age or older to purchase the TAC-TV service.

Subscription and Auto-Renewal

Your subscription to the TAC-TV service may include enrollment into an ongoing/recurring payment plan. In such event, your subscription will automatically renew at the end of the billing period you choose, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. You can turn off this auto-renewal by canceling your subscription as described below. We reserve the right to change our pricing and billing. In the event of a price change, we will attempt to notify you in advance by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions for cancellation below. If you do not cancel your subscription after the price change and prior to the start of your new subscription period, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. **YOU ARE RESPONSIBLE FOR ALL INTERNET ACCESS CHARGES. PLEASE CHECK WITH YOUR INTERNET PROVIDER FOR INFORMATION ON POSSIBLE INTERNET DATA USAGE CHARGES.** Your subscription to

the TAC-TV service (and any other services or events ordered via TAC-TV) is a personal, revocable, non-exclusive, non-commercial, non-transferable license to privately stream the content made available to you via the service. We do not allow transmission of the TAC-TV service (or any other services or events ordered via TAC-TV) for any commercial or business-related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater, etc.). You may not rebroadcast, transmit or perform the programming available via the TAC-TV service (or any other services or events ordered via TAC-TV) or charge admission for its viewing.

Free Trials

Your TAC-TV service subscription may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available to those who have not previously used one for the TAC-TV service. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription any time before the end of your free trial. You will not receive a notice that your free trial is about to end or has ended, or that your paid subscription has begun.

Subscription Options

TAC-TV's primary subscription option is an Annual Subscription with an automatic renewal at the anniversary date of the purchase. Subscriber can elect to pay a one-time annual fee or monthly installments. There is no refund or remedy for early termination. We will also offer one-time Pay per View events. You will be charged for Pay per View events when purchased. We may offer different subscription options, including subscriptions to third-party products and services and plans or subscriptions with differing conditions and limitations or subscription bundles. You agree that we may charge your payment method on file for any such third-party products or services, or pay per view events, or that if you consent in the purchase flow, we may share your payment method on file across the TAC Programs, for your future purchases. You also agree that we may charge your payment method on file if you decide to restart a subscription to TAC-TV.

Cancellation

Annual subscriptions cannot be canceled until the end of the subscription term. Pay per View subscriptions cannot be canceled. You can cancel your subscription and any third-party subscriptions you purchase through your TAC-TV service subscription at any time before the end of the current subscription term or free trial, which will take immediate effect. You can cancel your subscription at the end of your subscription term by logging in to your account at tv.triangleaquatics.com or calling Customer Support at 1(919) 459-4045. If you purchased your TAC-TV service subscription or any third-party subscription via a third party (e.g., an app store), please follow the cancellation instructions set out by the applicable third party. Late cancellation of an Annual or Monthly (no longer offered as a subscription plan) subscription after the completion of the subscription term will be charged a service fee before any refund is issued.

Refund Policy

We do not provide refunds or credits, including for partially used billing periods or events. If you cancel your monthly (no longer offered as a subscription plan) or annual subscription, access to the service continues only through the end of the cancellation date (for annual subscribers who pay monthly in monthly installments or a one-time payment).

TAC-TV Service Limitations

The number of simultaneous streams of the TAC-TV service under your account is currently limited to three (3) streams. Further, you may only view any subscription from one (1) device at a time. The number of simultaneous streams available for use may change from time to time at our discretion, and there may be other limits on simultaneous streams for certain content and/or events.

Stream and Network Outages and Interruptions

TAC-TV utilizes 3rd Party network services and stream services to provide programming to our Subscribers. TAC-TV is not to be held responsible for reasonable interruptions or outages in program distribution to its Subscribers. As with all streaming and on-demand

services, technical issues may arise. In those instances, TAC will provide remedy, if required, for the live stream events only.

Blackouts

Certain live sporting events and other content available through the TAC-TV service subscription may be subject to blackouts.

Suspension and Termination

You agree that we may, in our sole discretion and without notice, a refund, or liability to you, restrict, suspend, or terminate your access to part or all of the TAC-TV service if we believe you are using or have used the TAC-TV service (including services and events ordered via TAC-TV) in violation of this TAC-TV Subscriber Agreement or applicable law or regulations or in any manner other than for its intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to content upon reasonable notice to you, for cause, which includes, but is not limited to, (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if we reasonably believe that your access to content has been obtained fraudulently, or anyone uses your username and password to commit fraud or for other than their intended purpose. In addition, you understand that we may modify or cease providing all or a portion of the TAC-TV service at any time.

Changes to Subscriber Agreement

We may, from time to time, change this TAC-TV Subscriber Agreement. Such revisions shall be effective immediately; provided however, for existing subscribers, such revisions shall, unless otherwise stated, be effective 30 days after posting.