

## Dick's Sporting Goods Vendor Portal Terms of Use

### Effective as of July 29, 2016.

Welcome and thank you for visiting this site (the "Site"), which is owned and operated by Dick's Sporting Goods, Inc. and Dick's Merchandising & Supply Chain, Inc. and their respective subsidiaries (collectively, "DICK'S", "Us" or "We"). These Terms of Use (these "Terms") are provided by DICK'S and are applicable to all DICK'S operations at or through our websites, our mobile/tablet sites, our social media presence, our applications, and our stores/locations. The Site is the property of DICK'S, and We provide these Terms subject to the following conditions.

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE. YOUR ACCESS AND/OR USE OF THE SITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS. IF YOU DO NOT FULLY ACCEPT THESE TERMS, DO NOT USE OR ACCESS THE SITE.**

1. Revisions to these Terms. DICK'S may revise these Terms at any time and from time to time by updating this posting, and such revisions shall be effective immediately upon being posted to the Site, however, any changes to the dispute resolution provisions set forth below will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Site. It is your responsibility to visit this page when using the Site to review the current Terms, as they are binding on you. Your continued use of the Site after any modifications indicates your acceptance of these Terms, as modified. The "Effective as of" date sets forth the date these Terms were last updated.
2. Additional Terms. Certain provisions of these Terms may be superseded by expressly designated legal notices, rules or other terms located on particular pages of the Site (the "Additional Terms"). Your use of such pages confirms your unconditional acceptance of the Additional Terms. If these Terms are inconsistent with such Additional Terms, such Additional Terms shall govern and apply to your use of that portion of the Site.
3. Privacy. Our Privacy Policy located on this Site applies to your access and use of the Site, including any personal information provided via the Site. The terms and conditions of our Privacy Policy are hereby incorporated by reference into these Terms. In addition, the Privacy Policy is subject to the terms and conditions of these Terms and in the event of conflict between these Terms and the Privacy Policy, these Terms shall govern and prevail.
4. Use of the Site and License. The Site is a general purpose site and is not targeted towards children under the age of thirteen (13). By accessing or using the Site, including by registering an account on the Site, you represent and warrant that you are eighteen (18) years of age or older. If you are under the age of eighteen (18), you may use the Site only with the involvement of a parent or guardian. Subject to your compliance with these Terms, We grant you a personal, non-exclusive, non-transferrable, limited privilege to access and use the Site solely for your personal, non-commercial use. This privilege does not include any resale or commercial use of the Site. We may revoke your access and use of the Site at any time (including if you violate these Terms), and nothing herein constitutes a representation that the Site will be available to you for your access or use.

5. Restrictions on Use of the Site. You agree that you will access and use the Site only in a lawful manner and only in accordance with these Terms. Additionally, you agree that you will not:

- a. Gain access, or attempt to gain access, to any portion of the Site, or any systems or networks connected to the Site, by hacking, password mining, or any other illegitimate or unlawful means;
- b. Create or maintain any link from another site to any page on the Site without DICK'S prior written permission;
- c. Run or display the Site (or any material on the Site) in frames or through similar means on another site, application or location, without DICK'S prior written permission;
- d. Modify the information or materials located on the Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public, non-personal or commercial purpose;
- e. Use any deep-link, page-scrape, robot, spider, site search application or other automatic device, program or methodology, or any similar or equivalent manual process, to access, copy, retrieve, monitor, mirror, reproduce or index the Site, or any portion of the Site;
- f. Collect any data or information regarding users and/or devices, including usernames, personal information, preferences, email addresses or accounts;
- g. Create or transmit unsolicited electronic communications, such as spam, use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or otherwise interfere with users' enjoyment of the Site;
- h. Transmit or upload to the Site any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other harmful or malicious code or feature that does or could interfere with, damage or degrade in any manner the performance or security of the Site or adversely affect a user;
- i. Take any action that imposes, in our sole discretion, an unreasonable or disproportionately large load on the Site or the IT infrastructure used to operate the Site;
- j. Submit to the Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity, or otherwise use the Site to transfer or store illegal material;
- k. Scan or test the vulnerability of the Site or any network connected to the Site;
- l. Access or use the Site or any User Content (as defined below) in any manner which would violate any applicable local, state, federal or international law (including any laws regarding the export of data or software to and from the United States or other countries); or
- m. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

6. Account. You may be required to create an account to access or use certain areas of the Site. If you choose to create an account, you are responsible for maintaining the confidentiality of your account (including your username and password information), and also for restricting access to such information, your account and your device. You agree to accept responsibility for all activities that occur under your account or password. Additionally, you agree to notify Us immediately of any unauthorized access or use of your account or password, or any other breach of security.

We reserve the right to terminate your account or registration, at any time. We do not permit children to have accounts. If you are under the age of eighteen (18), you may not have an account.

7. Content and Accuracy. All features and content described or depicted on the Site are subject to change at any time without notice. We attempt to ensure that information on the Site is complete, accurate and up-to-date.

Despite our efforts, the information on the Site may occasionally be inaccurate, incomplete or out-of-date. We make no representation as to the completeness, accuracy or currency of any information on the Site.

8. Applicable Law. The Site is not intended to subject DICK'S to the laws or jurisdiction of any state, country or territory other than that of the United States, and We do not represent or warrant that the Site or any part thereof is appropriate or available for use in any jurisdiction besides the United States.
9. Intellectual Property. All text, graphics, information, images, content, video, data, music, code, software, trademarks, trade names, service marks, logos and other material displayed on, available via, or that can be downloaded from the Site, excluding User Content (collectively, the "DICK'S IP"), are either the property of, or used with permission by, DICK'S or our service providers and licensors, and are protected by copyright, trade dress, trademark and other laws. Additionally, the design, arrangement, and collection of the DICK'S IP on the Site, including the look and feel of the Site (the "Look and Feel"), is the exclusive property of DICK'S and protected by applicable copyright laws. We expressly reserve all intellectual property rights in all DICK'S IP and the Look and Feel. Nothing contained on the Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any DICK'S IP or the Look and Feel without the express written permission of Us or such third party owner.
10. User Content Posted by You. As a user of the Site, you may provide and/or post content, including reviews, comments, suggestions, profile information, photographs, videos, messages, communications and/or other materials (collectively, "User Content") and/or share it with other users. Subject to any licenses and rights expressly granted herein, any User Content posted by you, is owned by you.

User Content is and will be considered non-confidential and non-proprietary. We may, but are not obligated to, monitor or review any User Content. DICK'S will have no liability related to the content of any User Content, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We shall have no obligations to use, return, review, remove, or respond to any User Content (unless required by law). We retain the right to remove any or all User Content for any or for no reason, including User Content that, in our sole discretion, violates these Terms and reserve the right to terminate your access.

Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of users and/or devices using or accessing the Site. YOU WAIVE AND HOLD HARMLESS DICK'S AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You are solely responsible for any User Content you post, publish or display on the Site or transmit to others. You will post only User Content you believe in good faith to be true and accurate, and you will not post to the Site any User Content that is false, inaccurate, misleading or fraudulent. You are prohibited from posting or transmitting any content that:

- a. Is deceptive, misleading, fraudulent, unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material;
- b. Promotes illegal activity, encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violates any law;

- c. Violates the rights of a third party;
- d. Is offensive to users of the Site, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- e. Harasses or advocates harassment of another person or entity.

By uploading, posting or transmitting User Content to the Site, you hereby grant, and represent and warrant that you have all rights and authority necessary to grant:

- a. DICK'S and our service providers an irrevocable, perpetual, non-exclusive, royalty-free, fully sub-licensable, fully paid-up, worldwide license and right to use, copy, revise, publicly perform, digitally perform, publicly display and distribute such User Content, and to prepare derivative works based on, or incorporate into other works, such User Content with or without attribution; and
- b. All users of the Site an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each such user's personal, non-commercial use, subject to the restrictions set forth in these Terms.

You understand and acknowledge that We may: (a) be working on the same or similar idea to any ideas, expression of ideas or other materials you submit within your User Content (each, an "Idea"); (b) already know of such Idea from other sources; and/or (c) wish to develop such Idea or a similar idea on our own.

11. User Content Posted by Others. You acknowledge and agree that We do not control the User Content posted, transmitted or uploaded to the Site, or any links to other sites, including the content of any messages or posts, and that We do not guarantee the accuracy, integrity or quality of User Content. All User Content, including advice and opinions posted by users, comprises the views and responsibilities of those who post, transmit or upload such User Content and does not necessarily represent our views. We are not obligated to review or remove User Content and you understand that, by using the Site, you may be exposed to User Content that is offensive, indecent or objectionable.
12. Third Party Links. From time to time, the Site may contain links to and/or functionality interacting with third party sites that are not owned, operated or controlled by DICK'S. All such links and/or functionality are provided solely as a convenience and do not constitute an endorsement by DICK'S. If you use these links, you will leave the Site. We are not responsible for any content, materials or other information located on or accessible from any other site. We do not endorse, guarantee, or make any representations or warranties regarding any other site; any content, materials or other information located or accessible from such sites; or any results that you may obtain from using such sites. We also do not guarantee that links and/or functionality provided by third parties will be available or error-free, uninterrupted, free from viruses and/or unauthorized access, or otherwise meet your requirements.

IF YOU DECIDE TO ACCESS ANY OTHER SITE LINKED TO OR FROM THE SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

13. Disclaimers. We do not and cannot warrant that the Site (including any element of the Site) or its servers will be error-free, uninterrupted, free from viruses and/or unauthorized access, or otherwise meet your requirements.

YOUR USE OF THE SITE (INCLUDING ANY ELEMENT OF THE SITE) AND OF ANY USER CONTENT, IS AT YOUR OWN RISK. THE INFORMATION AND MATERIALS PROVIDED ON OR IN CONNECTION WITH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER DICK'S, NOR ANY OF ITS AFFILIATES, SERVICE PROVIDERS OR SUPPLIERS, WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND MATERIALS PROVIDED ON OR THROUGH THE SITE. THE INFORMATION AND MATERIALS PROVIDED ON OR THROUGH THE SITE MAY BE OUT-OF-DATE, AND NEITHER DICK'S NOR ANY OF ITS AFFILIATES, SERVICE PROVIDERS OR SUPPLIERS MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION OR MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DICK'S HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR INFORMATION OR MATERIAL DEFECTS OR FAILURES, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION (INCLUDING UNAUTHORIZED ACCESS OR MISAPPROPRIATION OF YOUR PERSONAL INFORMATION). WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT.

THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

14. Limitations of Liability. Except where prohibited by law, We do not assume any responsibility, and shall not be liable for any damages to, or viruses or other harmful or malicious code that may infect or affect, your computer, device, telecommunication equipment, or other property, caused by or arising from your access to, use of, or browsing of the Site, linking to a third party site, or your downloading of any materials or information from the Site and will not be liable for any loss or damage arising from the unlawful, malicious, negligent or wrongful conduct of third parties.

THE FOLLOWING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. IN NO EVENT WILL DICK'S OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, PARTNERS, VENDORS NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SITE (OR ANY PART OF THE SITE) BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, ACCESS, OR THE RESULTS OF USE OF THE SITE, ANY SITES LINKED TO THE SITE, OR THE INFORMATION, MATERIALS OR SERVICES CONTAINED IN ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING OUR NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT OF ANY PROBLEM WITH THE SITE, OR ANY MATERIAL OR CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN YOU AND DICK'S.

15. Indemnity. You agree to defend, indemnify and hold DICK'S and its respective affiliates, licensors, directors, officers, employees, agents and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever, including attorneys' fees and court costs, arising from any claim, cause of action, suit or demand of any third party due to, arising out of or relating to your breach of these Terms.

16. Copyrights. If you believe any User Content or any other aspect of the Site infringes your copyright, you should send written notice of the alleged copyright infringement to our designated copyright agent at this address:

Copyright Agent  
Dick's Sporting Goods  
345 Court Street  
Coraopolis, PA 15108  
or by email at [copyrightagent@dcs.com](mailto:copyrightagent@dcs.com)

Such notice must meet the requirements of the Digital Millennium Copyright Act by providing the following information:

- a. A description of the copyrighted work that you claim has been infringed;
  - b. A description of where the allegedly infringing material is located on the Site;
  - c. Your name, address, telephone number and email address;
  - d. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
  - e. A statement by you, made under penalty of perjury, affirming that the above information in your notice is accurate, and that you are the owner of the copyright at issue or are authorized to act on the copyright owner's behalf; and
  - f. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.
17. Counter-Notice. If you believe that your User Content was removed or disabled but is not infringing; or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the content in your User Content; you may send a counter-notice to the Copyright Agent containing the following information:
- a. Your physical or electronic signature;
  - b. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
  - c. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
  - d. Your name, address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Pittsburgh, PA, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, DICK'S may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days.

Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at DICK'S sole discretion.

18. Disputes, Choice of Law, and Jurisdiction. Unless expressly addressed in the Additional Terms, these Terms supersede any other agreement between you and DICK'S to the extent necessary to resolve any inconsistency or ambiguity between them. The Site is administered by DICK'S from its offices in Pennsylvania. These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of laws. Any matter and/or dispute relating in any way to your visit to or interaction with the Site, including compliance with these Terms, shall be submitted to binding confidential arbitration in Pittsburgh, Pennsylvania, as provided in Section 21 (herein). Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights, We may seek injunctive or other appropriate relief in the state courts of the Commonwealth of Pennsylvania or the United States District Court for the Western District of Pennsylvania, and you consent to exclusive personal jurisdiction and venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Any dispute resolution proceedings relating to these Terms or the Site will be conducted only on an individual basis and not as a class, consolidated, joined or representative action and the parties expressly waive all rights to commence or participate in any class, consolidated or representative action/proceeding. You agree that DICK'S agreement to arbitrate claims constitutes consideration for such waiver.**

Notwithstanding DICK'S right to modify these Terms, DICK'S agrees that any such modification to the dispute and/or arbitration requirements in this Paragraph 20 or to Paragraph 21 shall not apply to claims arising prior to the date of such modification.

19. Arbitration. Any dispute between the parties related to this Site shall be resolved through binding arbitration in accordance with this Section 19. Arbitration under these Terms shall be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. In the event, for any reason, arbitration is not permitted by applicable law, the parties waive all rights to trial by jury and waive all right to commence or participate in any class action, consolidated, representative or class proceedings.
20. Admissible. A printed version of these Terms shall be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
21. Waiver and Severability. No waiver by DICK'S of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of DICK'S to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

22. Entire Agreement. These Terms and our Privacy Policy and Additional Terms constitute the sole and entire agreement between you and DICK'S with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.
  
23. Termination. You or DICK'S may suspend or terminate your account or your use/access of the Site at any time, for any reason or for no reason. You are personally liable for any activity prior to such termination. DICK'S reserves the right to change, suspend, or discontinue all or any aspect of the Site at any time without notice.