

WARRIORS BASKETBALL FACILITY SHOOT 360 MEMBERSHIP TERMS AND CONDITIONS

V2.0 - Effective May 12, 2022

I. General

A. By registering for one or more non-equity Warriors Basketball Facility Shoot 360 program membership(s) with Golden State Warriors, LLC (your "Membership"), you (or, if Member is your child / ward, you on behalf of your child / ward) ("Member" or "you") agree that the following Terms and Conditions (these "Terms") shall govern, and shall be a binding agreement with regard to, your Membership with Golden State Warriors, LLC ("GSW"). TO THE EXTENT THAT MEMBER IS UNDER THE AGE OF 18, THEN BY SUBMITTING PAYMENT AND/OR REGISTERING FOR A MEMBERSHIP IN THE NAME OF YOUR CHILD / WARD, YOU ARE AGREEING TO ALL OF THESE TERMS ON BEHALF OF YOUR CHILD / WARD AND SUCH TERMS SHALL BE BINDING ON YOU AND YOUR CHILD / WARD. NOTWITHSTANDING THE FOREGOING, A MEMBER MUST BE AT LEAST FIVE (5) YEARS OLD IN ORDER TO HAVE A MEMBERSHIP.

B. THESE TERMS CONTAIN A RELEASE, DISCLAIMERS, AND LIMITATIONS OF LIABILITY, AS WELL AS A BINDING ARBITRATION CLAUSE AND WAIVER OF YOUR AND YOUR CHILD / WARD'S RIGHT TO ANY TRIAL BY JURY (SEE SECTION IX BELOW). THESE TERMS ALSO CONTAIN IMPORTANT INFORMATION ABOUT AUTOMATIC RENEWALS AND CANCELLATION OF YOUR MEMBERSHIP. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT REGISTER FOR A MEMBERSHIP.

C. Membership does not confer or include any interest or ownership in GSW or any of its assets, including the Warriors Basketball Facility in Oakland, CA (the "Facility"). Membership grants no right to govern or control the affairs of GSW, the Facility, or any activities in connection therewith. Your Membership and use of the Facility are subject in all respects to policies which may be amended from time to time without notice by GSW in its absolute discretion. Any such modifications or amendments will be binding upon posting on the Website. The "Website" is defined to include all of the following:

- www.gswacademy.com,
- <http://warriorscamps.leagueapps.com/camps/2893788-month-to-month-membership>,
- <http://warriorscamps.leagueapps.com/camps/2909055-3-month-membership>,
- <http://warriorscamps.leagueapps.com/camps/2909061-12-month-full-membership>,
- <http://warriorscamps.leagueapps.com/camps/2909067-annual-month-to-month-membership>, and/or
- any other website or URL as may be posted on the Warriors Basketball Academy website that may set forth an applicable Membership level and/or Minimum Term.

Your ongoing payment of Membership fees and/or use of your Membership (including, but not limited to, scheduling and/or utilizing a Workout (as hereinafter defined)) following any modifications or amendments to these Terms shall signify your acceptance thereof.

D. By registering for a Membership, you agree to the terms of GSW's Privacy Policy, located at <https://gswacademy.com/privacy-policy/>, which is incorporated herein by reference. All personal information provided to GSW as a result of your Membership will be handled in accordance with GSW's Privacy Policy. Please read through these Terms and Privacy Policy carefully.

II. Membership Information; Automatic Renewal

A. Your Membership permits you to use a portion of the Facility subject to these Terms and all applicable policies enacted by GSW. This Membership is for one person and does not include your spouse, children or any other family member. Member may schedule and complete no more than one (1) workout session per day (each such session, a "Workout"), which shall include the opportunity to use one (1) Shoot 360 shooting cage (a "Shooting Cage") and one (1) Shoot 360 skills cage (a "Skills Cage") and collectively with the Shooting Cages, the "Cages") in such time increments and subject to such availability as determined by GSW in its sole discretion. There are no refunds for unused minutes or for the unavailability of Member's desired time slots. Your

Membership applies only to the Facility and only entitles you to schedule Workouts at the Facility in accordance with these Terms. Further, no other Shoot 360 membership will provide you with any access to the Facility. All Memberships are non-transferable.

B. The one-time setup fee is non-refundable. If Member's Membership is cancelled or otherwise terminated in any way, and Member re-subscribes to a Membership, such Member will be required to pay an additional Setup Fee upon such re-subscription.

C. IF YOU REGISTER FOR A MONTH-TO-MONTH, THREE-MONTH, ANNUAL OR OTHER TERM (EACH, A "MINIMUM TERM"), THEN AFTER THE COMPLETION OF YOUR MINIMUM TERM, YOU WILL AUTOMATICALLY BE ENROLLED IN A MONTH-TO-MONTH PLAN AT THE THEN-CURRENT MONTHLY RATE UNLESS YOU TIMELY (1) OPT IN TO A NEW MINIMUM TERM OR (2) CANCEL YOUR MEMBERSHIP AS OUTLINED IN SECTION III.A. BELOW. TO TIMELY OPT IN TO A NEW MINIMUM TERM, YOU MUST SPEAK TO AN AUTHORIZED STAFF REPRESENTATIVE BY PHONE AT 510-986-5310 OR IN-PERSON AT THE FACILITY NO LATER THAN TEN (10) DAYS BEFORE THE EXPIRATION OF YOUR MINIMUM TERM. TO TIMELY CANCEL YOUR MEMBERSHIP, COMPLETE THE CANCELLATION PROCESS OUTLINED IN SECTION III.A. BELOW, NO LATER THAN THE LAST DAY OF YOUR MINIMUM TERM. If you do not timely opt-in to a new Minimum Term or cancel your Membership, monthly fees shall continue to accrue after the Minimum Term has been met regardless of your Facility usage. Neither your failure to use your Membership nor your fulfillment of any Minimum Term will excuse you from any obligation to make any payment required to be made hereunder or otherwise pursuant to your Membership.

D. Any Minimum Term will begin in the calendar month after you register for your Membership. By way of example only, if you register for a Membership on June 15 for (1) a month-to-month Minimum Term, your Minimum Term will expire on July 31, (2) a three-month Minimum Term, your Minimum Term will expire on September 30, or (3) a one-year Minimum Term, your Minimum Term will expire on June 30 of the subsequent calendar year.

E. Members acknowledge that the Facility may experience increased attendance at various times during the year and at peak periods during the day. GSW shall not be liable for breach of contract if a Member encounters overcrowding during the term of their Membership. There is no guarantee of any minimum number of Workouts.

F. GSW reserves the right at any time to remove, discontinue, repair or replace the Cages and related equipment and available services without any effect on these Terms or your Membership. GSW also reserves the right to make changes to the type or quantity of equipment, programs or services offered to Members and to alter the hours of operation in GSW's sole discretion. You acknowledge and agree that the equipment, programs and services currently available at the Facility are subject to change from time to time and use thereof is subject to availability.

III. Cancellation, Suspension and other Membership Changes

A. To cancel a Membership, you must send an email to GSW at academy@warriors.com notifying GSW of your intent to cancel your Membership and follow the cancellation process outlined by GSW in response to your email. Any cancellation of a Membership in accordance with this Section III.A will be effective as of the 1st day of the month after the Member entirely completes the Membership cancellation process as outlined by GSW. There are no refunds, prorations or credits given for cancellations made after the 1st of the month.

B. Any cancellation that is made effective before completion of the applicable Minimum Term is an "Early Cancellation". To make an Early Cancellation, you must follow the procedures outlined in Section III.A above. Any Early Cancellation will result in the application of an Early Cancellation Fee to your account as follows:

- For any Early Cancellation of an Annual Minimum Term Membership, the Early Cancellation Fee is \$300.00;

WARRIORS BASKETBALL FACILITY SHOOT 360 MEMBERSHIP TERMS AND CONDITIONS

- For any Early Cancellation of a Three-Month Minimum Term Membership, the Early Cancellation Fee is \$150.00; and
- For any Early Cancellation of a Month-to-Month Minimum Term Membership, the Early Cancellation Fee is \$75.00.

C. In the event of an injury or other medical reason (as evidenced by a written confirmation from a licensed medical physician), a Membership may be put on Medical Hold for no more than six (6) months in any twelve (12)-month period. In order to request a Medical Hold, Member must send an email to GSW at academy@warriors.com with such request and follow the Medical Hold process that is outlined by GSW in its response to Member. GSW will consider on a case-by-case basis any request for a Medical Hold that is longer than six (6) months in a twelve (12)-month period.

D. If Member desires to suspend his or her Membership for any reason other than injury or other medical reason (a "Suspension"), Member must send an email to GSW at academy@warriors.com with such request and follow the Suspension process that is outlined by GSW in its response to Member. Any Membership Suspension will be effective as of the 1st day of the month after Member entirely completes the Suspension process as outlined by GSW. There are no refunds, prorations or credits given for suspensions made after the 1st of the month. During the Suspension, Member may use the Facility subject to payment by Member of the then-current "drop-in" rate. Member may not Suspend a Membership for longer than 2 months in any given twelve (12)-month period.

E. To request to end a Suspension, you must send an email to GSW at academy@warriors.com with such request and complete the steps outlined by GSW in its response to Member. Upon completion of such process, your Membership will resume on the 1st day of the month following the end of the Suspension; provided, that you may alternatively resume your Membership immediately upon payment of a monthly fee, pro-rated to account for the time remaining in the month during which you wish to resume your Membership.

F. If Member Suspends the Membership before completion of any applicable Minimum Term, the Minimum Term of Member's Membership will be extended by the amount of time for which the Membership is Suspended.

G. If you desire to change the Minimum Term and/or other applicable level of your Membership, you may initiate such process by meeting with an authorized representative of GSW in-person at the Facility or by phone at 510-986-5310. Member acknowledges that any such change may require Member to register or subscribe for a new Membership agreement and that any upgrade in a Membership may result in a requirement that Member pay a pro-rated difference between the applicable Membership fees.

IV. Membership Accounts

A. To remain a Member and retain the privileges of the type of Membership you have selected, all fees, taxes and other charges due under these Terms must be timely paid. Your fees (and all applicable taxes or other charges) are payable monthly (except for prepaid fees, as outlined on the Website), run continuously, and are in effect for one month at a time.

B. All applicable fees will be charged on the 1st of each month (except where otherwise indicated on the Website). If GSW receives any closed account, stop payment, or insufficient fund returns or any other chargeback for your monthly fees or any other amounts payable under these Terms, your Membership privileges will be denied until such payment is received and new banking and/or payment information is provided, if necessary.

C. If no payment has been received by GSW within five (5) days after GSW provides you with notice of your delinquent payment (which notice may be sent by GSW via email), your Membership privileges may be denied and/or your Membership may be cancelled by GSW in its sole discretion.

D. **While you may cancel your Membership at any time, GSW does not offer refunds or credits, except in GSW's sole discretion, or as required by**

applicable law. In the event that GSW issues any refund or credit, GSW is under no obligation to offer similar refunds or credits in the future.

E. GSW may contact you via telephone, email or other means from time to time for the purpose of notifying you of issues related to your membership or billing information, for offers that may be of interest to you, or for automatic payment processing issues. By providing your contact information and subscribing to a Membership, you give your prior express written consent to receive, at any address or phone number provided to GSW, membership and billing-related communications from GSW or its authorized delegate to the extent permitted by applicable law. You are not required to authorize calls or text messages to become a Member, and you may opt out at any time by request if called.

V. Check-In; Parking; Other Privileges

A. Members and guests using the Facility must check in with the staff person at the front desk upon arrival.

B. To the extent that your Membership level includes any parking privileges, such privileges shall be fully revocable at any time by GSW and shall be subject in all respects to separate parking policies as may be enacted by GSW from time to time.

C. To the extent that your Membership level and/or Minimum Term entitles you to any tickets or ticket credit to any Golden State Warriors or Santa Cruz Warriors basketball games or any similar benefits, such credit or tickets shall be revocable by GSW in its sole discretion and shall at all times be subject to availability and compliance with all applicable ticketing policies, terms and conditions.

D. To the extent that your Membership level and/or Minimum Term entitles you to any additional "perks" or "benefits", including, without limitation, any discounts on other Warriors Basketball Academy programming, private training, merchandise or other related benefits, such benefits shall be revocable and modifiable by GSW in its sole discretion and shall at all times be subject to availability. To the extent you are entitled to any such benefits, such benefits shall be available only during the Minimum Term of your Membership.

VI. Facility Reservations and Usage

A. Cages may be reserved for Workouts in such time increments and subject to such availability as determined by GSW in its sole discretion. Cages may be reserved up to 7 days in advance.

B. Workout reservations must be canceled at least 24 hours in advance of the applicable Workout reservation. Any cancellation made after such time shall be subject to a No-Show Fee (as defined below). To cancel or change a scheduled Workout, email GSW at academy@warriors.com or speak to an authorized representative of GSW by phone at 510-986-5310.

C. Workout reservations will be held no more than 10 minutes unless you notify GSW by phone that you will be late for your reservation. If you do not make such notification, your reservation is subject to release and you may be assessed a No-Show Fee.

D. Subject to Sections VI.B and VI.C above, if you do not arrive for a scheduled Workout or if you do not arrive in time for such Workout, you authorize GSW to charge your card on file a fee of \$25.00 (the "No-Show Fee").

E. Workout reservations may only be made (1) via the Shoot 360 mobile application operated by Shoot 360, Inc. (the "App"), (2) in-person at the Facility, or (3) by phone at 510-986-5310 during normal business hours.

F. No black-soled shoes, spiked high heels or shoes with soles that may mar the court surface may be worn on any courts. Proper etiquette is to be observed at all times. This includes relinquishing Cages or other parts of the Facility on schedule. Shirts and shoes must be worn at all times. No outside food or drink allowed, with the exception of water and/or sports beverages in designated areas. Violators of the foregoing and any other policies pertaining to the Facility

WARRIORS BASKETBALL FACILITY SHOOT 360 MEMBERSHIP TERMS AND CONDITIONS

are subject to expulsion without refund and/or Membership cancellation.

G. Any guidance or other training provided in connection with the Membership is designed for educational and informational purposes only and is not intended to be, nor does it constitute, medical or other professional advice. GSW strongly recommends that you consult with your physician before completing any Workout. It is your responsibility to evaluate your own medical and physical condition to determine whether to utilize the Cages and/or otherwise engage in any physical activity at the Facility. If you experience faintness, dizziness, pain or shortness of breath at any time while exercising you should stop immediately. You represent and warrant that you are in good physical condition and have no medical condition or impairment that might prevent you from your intended use of the Services.

H. GSW reserves the right to utilize the Facility for special events, private parties, seminars, tournaments, camps, and/or any other activities in its sole discretion. Nothing in these Terms entitles you to any specific window of availability for scheduled Workouts.

I. Neither GSW nor any of its employees or agents will be responsible for lost or stolen articles of any kind or type upon the premises. Any property found by GSW will be held by GSW at Member's sole risk for a period of 48 hours. GSW shall have no responsibility for such found property.

J. Monthly fees, annual fees, Early Cancellation Fees, No-Show Fees, taxes and all other charges and rates are subject to change at the discretion of GSW, which changes will be posted on the Website. Any increase in Monthly Fees will be posted at least 30 days prior to the effective date of such increase.

K. You are required to pay for any damage to the Facility caused by you, you dependent children and/or any of your guests.

L. Tobacco products or usage are strictly prohibited in any area of the Facility.

M. Member shall refrain from using loud, foul or slanderous language at the Facility. Member shall also refrain from molesting, badgering or soliciting other Members or employees of GSW. Physical, verbal or intentional emotional distress or abuse by a Member or anyone attending the Facility with Member to any other person will result in immediate termination or suspension of such Member's Membership for a period to be determined by GSW in its sole discretion.

N. Violations of any GSW policies by a Member or anyone attending the Facility with Member shall subject the Member to termination of their Membership or a suspension of Membership privileges for a period to be determined by GSW in its sole discretion.

O. Parents/Guardians who are not Members will be allowed to enter the Facility to pick up their children after they have completed a Workout. Parents/guardians are allowed to observe their children's Workouts in designated viewing areas; provided, that parents/guardians may not use any of the Facility's training areas or equipment or participate in practices or any other activities their child is participating in without a separate Membership. **No person under the age of nine (9) may enter or be in the Facility without parent or guardian supervision.**

P. In no event shall any teaching professional, coach or professional trainer who is not employed or contracted by GSW be allowed to use the Facility to provide any training, coaching or other instruction to any person.

VII. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GSW, OAKLAND RENAISSANCE ASSOCIATES, SHOOT 360 NATION LLC, AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, AND AGENTS (THE "INDEMNIFIED PARTIES") EXCLUDE AND DISCLAIM ALL LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE LOSS, DAMAGE, OR PENALTY, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR

CHARACTER, WHETHER FORESEEABLE OR UNFORESEEABLE, BY REASON OF ANY BREACH OF THESE TERMS OR OTHERWISE ARISING OUT OF ANY MEMBERSHIP, YOUR USE OF THE FACILITY, APP OR THE WEBSITE, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY FOR ALL CLAIMS ARISING FROM OR ASSOCIATED WITH YOUR MEMBERSHIP, YOUR USE OF THE FACILITY, APP OR WEBSITE OR OTHERWISE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE GREATER OF: (1) THE AMOUNT PAID, IF ANY, BY YOU FOR YOUR MEMBERSHIP IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM OR (2) FIFTY DOLLARS (\$50). THE FOREGOING SHALL NOT PRECLUDE RECOVERY OF DAMAGES FROM AN INDEMNIFIED PARTY TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY SUCH INDEMNIFIED PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

VIII. Risk of Use of Facility; Image Waiver

A. Member acknowledges that Member's use and/or attendance at the Facility or otherwise in connection with the Membership may expose the Member to certain risks which include (without limitation):

- Injury, illness (including, but not limited to, exposure to COVID-19) or death
- Loss of or damage to personal property
- Injury or damage to property caused by the participation of other persons in such activities
- Liability to Member by way of Member causing injury, illness, death or damage to property of other persons
- Lack of adequate facilities for treatment or transport in the event of Member's injury

MEMBER ASSUMES ALL RISK OF AND RESPONSIBILITY FOR ANY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE RESULTING FROM MEMBER'S PARTICIPATION IN ACTIVITY AT THE FACILITY OR OTHERWISE IN CONNECTION WITH THE FACILITY IN ANY WAY.

B. Member acknowledges and agrees as follows:

- Member is participating at Member's sole risk and responsibility; and
- Member hereby releases, indemnifies, defends and holds harmless each of the Indemnified Parties from and against all and any actions or claims which may be made by Member or on Member's behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to Member or Member's property whether by negligence, breach of contract or in any way whatsoever.

C. If Member is under the age of 18, the parent or guardian registering for the Membership hereby agrees to indemnify, defend and hold the Indemnified Parties harmless for any claims made by or on behalf of Member against any Indemnified Party.

D. Member irrevocably grants GSW and its designees and agents the worldwide and perpetual right to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, Member's name, image, likeness, actions and statements, as well as any photographs, audio, videotapes, motion pictures, recordings, or other record of Member's participation in activities at the Facility (or any excerpt thereof) in any live or recorded audio, video, film, electronic or photographic display or other transmission, exhibition, publication or reproduction made by or on behalf of GSW or its designees or agents at or in connection with Member's participation in any and all media, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further notification, authorization or compensation to Member, and Member represents and warrants that no further permission is required to use Member's participation as provided, or otherwise exercise the rights granted, herein.

E. None of the foregoing, and nothing in these Terms, shall be deemed to limit or alter any other waiver or disclaimer that is signed by or otherwise agreed to by Member in connection with the Membership.

WARRIORS BASKETBALL FACILITY SHOOT 360 MEMBERSHIP TERMS AND CONDITIONS

IX. ARBITRATION; WAIVER OF JURY TRIAL

THESE TERMS AND YOUR MEMBERSHIP SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. THE PARTIES AGREE THAT ANY AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATED TO THE VALIDITY, ENFORCEABILITY, INTERPRETATION, PERFORMANCE OR BREACH OF THESE TERMS, WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE SHALL BE DECIDED BY ARBITRATION ADMINISTERED BY JAMS UNDER ITS STREAMLINED ARBITRATION RULES AND PROCEDURES CURRENTLY IN EFFECT AND IN ACCORDANCE WITH TITLE 9 OF THE UNITED STATES CODE, UNLESS THE PARTIES EXPRESSLY AGREE OTHERWISE IN WRITING. THE ARBITRATION WILL BE INITIATED, SEATED, AND CONDUCTED IN SAN FRANCISCO, CALIFORNIA. ANY ARBITRATION MAY BE INITIATED BY A WRITTEN DEMAND TO THE OTHER PARTY. THE ARBITRATOR'S DECISION SHALL BE FINAL, BINDING, AND CONCLUSIVE. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO HAVE SUCH CONTROVERSIES DECIDED BY A COURT OR JURY. IF ANY ACTION IS BROUGHT TO ENFORCE THESE TERMS OR OTHERWISE UNDER THE MEMBERSHIP, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES FROM THE OTHER PARTY, IN ADDITION TO ANY OTHER RELIEF TO WHICH THE PREVAILING PARTY MAY BE ENTITLED. A PARTY IS CONSIDERED A "PREVAILING PARTY" UNDER THESE TERMS ONLY WHERE THE ARBITRATOR GRANTS THE RELIEF REQUESTED BY SUCH PARTY AND GRANTS NO SUBSTANTIVE RELIEF SOUGHT BY THE OTHER PARTY. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING THE HEARING, EXCEPT AS MAY BE NECESSARY TO PREPARE FOR OR CONDUCT THE ARBITRATION HEARING ON THE MERITS, OR EXCEPT AS MAY BE NECESSARY IN CONNECTION WITH A COURT APPLICATION FOR A PRELIMINARY REMEDY, A JUDICIAL CHALLENGE TO AN AWARD OR ITS ENFORCEMENT, OR UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF YOUR MEMBERSHIP AND/OR THESE TERMS.

X. Miscellaneous

A. Neither these Terms nor your Membership may be assigned or delegated to any other person or entity. GSW may freely assign, license, transfer or delegate these Terms and/or your Membership or any part or parts of GSW's rights or obligations under these Terms or with respect to your Membership. These Terms will be for the benefit of each of the parties' successors and, in the event of GSW, assigns. These Terms constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

B. If any provision of these Terms is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby. These Terms and all physical or electronic copies hereof will be deemed to be valid and authentic.

C. No term or provision hereof will be considered waived by GSW, and no breach excused by GSW, unless such waiver or consent is in writing signed by an authorized person of GSW. The waiver by GSW of, or consent by GSW to, a breach of any provision of these Terms by Member, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Member.