

MVPSCENE.COM Terms of Service

This JDCcommerce Inc. MVPSCENE.COM Agreement ("Agreement") is by and between JDCcommerce Inc. ("JDCcommerce") a Texas corporation and You, Your heirs, agents, successors and assignees ("You"), and is made effective as of the date of execution. This Agreement sets forth the terms and conditions of Your use of JDCcommerce's MVPSCENE.COM software ("Software") and services ("Services") and represents the entire agreement between You and JDCcommerce concerning the subject matter hereof. By using the Services, You acknowledge that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies including, but not limited to, the [JDCcommerce Inc. Terms of Service](#), and any agreements that JDCcommerce is currently bound by or may become bound by in the future.

SERVICES

JDCcommerce provides, through MVPSCENE.COM, services:

1. to host varied sports source content ("Source Content") provided by source owners ("Source Content Owners")
2. to allow the creation and storage of sports highlight reels from source content
3. for making available to the public highlight reels stored on MVPSCENE.COM
4. to store and organize varied sports and athlete statistics and other related information

FEES

Up to date MVPSCENE.COM fees will be available online. Your use of MVPSCENE.COM acknowledges acceptance of the fees posted online.

CONTENT

Hosted source content includes, but is not limited to, videos, images, statistics, rosters, and other related information used in the creation of highlight reels and athlete and team profiles on MVPSCENE.COM. It is the obligation of the customer to provide copies (not originals) of Source Content for use on MVPSCENE.COM by one of the accepted delivery methods ("Accepted Content Delivery Methods") described online. Source Content must be supplied in one of the accepted formats ("Accepted Content Formats") described online, and will be available on MVPSCENE.COM no later than 5 business days after being received through one of the Accepted Content Delivery Methods. Failure to provide Source Content in one of the Accepted Content Formats via one of the Accepted Content Delivery Methods may delay availability on MVPSCENE.COM.

In general, Source Content will consist of one or more full seasons of a sport filmed at one or more camera angles. Each season can include pre-season, regular season, and post-season games that can reasonably be considered a full game against a valid opponent. Source Content will remain on MVPSCENE.COM for the 4 years following the end of the season for which the Source Content is taken. For old seasons, Source Content will be removed when 4 years have passed from the end of the old season.

SECURITY

Access controls on MVPSCENE.COM will be made possible by username/password combinations for individual users. Please refer to the [JDCcommerce Inc. Terms of Service](#) for details. In addition to individual usernames and passwords, each Source Content Owner (i.e. Booster Club or Athletic Department) will maintain a group password ("Group Password"). During registration of a new user account on MVPSCENE.COM, the Group Password can be entered along with the group to which it belongs in order to prove membership to that group. If successfully authorized, users with the Group Password will have access to private areas of MVPSCENE.COM for creating, editing, and performing related actions to highlight reels in relation to their authorized group membership. JDCcommerce will not be responsible for creating user accounts. Group administrators will have access to private areas of MVPSCENE.COM that will allow for the maintenance of Source Content, user accounts, highlight reels, and other related information. Group administrators will be assigned prior to the availability of any Source Content or the creation of any normal group user accounts.

DVD ORDERS

MVPSCENE.COM highlight reels in DVD format can be ordered online. DVD orders will be processed and shipped within 7 business days of order placement. A base price for DVD orders will be available on MVPSCENE.COM. In general the base price will include the full highlight reel and may contain promotional video effects. Details of what is included in the DVD base price will be available online.

ADVERTISING INCENTIVES

JDCcommerce will provide certain advertising incentives in order to offset some of the costs for Source Content providers. Each advertising incentive will be equivalent to a fixed sum of money, and can be combined to offset the cost of an order up to a maximum offset that will be available on MVPSCENE.COM. The advertising incentives are a promotional offer and may not be available at all times. JDCcommerce may choose to discontinue advertising incentives at any time with or without notice. Choices for advertising incentives will be available on MVPSCENE.COM.

DISCOUNTS

Certain discounts may be offered as part of a promotion on MVPSCENE.COM to offset order prices for particular types of payment arrangements. Discount details and descriptions will be available on MVPSCENE.COM.

CANCELLATION

In the event that hosting services are canceled in accordance with the [JDCcommerce Inc. Terms of Service](#), any prepaid Services will be refunded if the Services have not been consumed. For recurring Services, usage will be determined on a monthly basis, so Services used on any day of the month will be considered to have been consumed for the entire month. Any discounts applied at the time of purchase will be removed if Services are canceled prior to the end of the Service term.

OTHER AGREEMENTS

JDCcommerce may arrange other agreements with individual MVPSCENE.COM customers ("Customer Specific Agreement") that specify terms in addition to those stated above. In the event that a Customer Specific Agreement conflicts with these Terms of Service, these Terms of Service will be the official agreement between the parties.

Revised: 10/09/2007

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