

# CLEVELAND BROWNS SEASON TICKET TERMS AND CONDITIONS

## SECTION 1: NON-AUTO-RENEWING SEASON TICKET TERMS AND CONDITIONS

These Non-Auto-Renewing Season Ticket Terms and Conditions outlined in this Section 1, together with the General Terms and Conditions below (collectively, the "Terms and Conditions") govern the purchase, through a non-auto-renewing lump sum payment or a non-auto-renewing season ticket payment plan, of pre-season and regular season tickets for the Cleveland Browns home games played at FirstEnergy Stadium during the 2019-20 season (together, "Season Tickets"). **If I have chosen or if I subsequently choose to pay for my Season Tickets through the Auto-Renewing Season Ticket Payment Plan, this Section 1 does not apply to my Season Tickets; instead those terms and conditions listed under Section 2 apply.**

**THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION PROVISION WITH A CLASS ACTION AND JURY TRIAL WAIVER (SEE THE SECTION CAPTIONED "GENERAL TERMS AND CONDITIONS" BELOW FOR DETAILS). THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH I OR THE BROWNS RESOLVE ANY CLAIM (UNLESS I REJECT IT).**

In these Terms and Conditions, "I," "me," and "my" means the season ticket member identified on the associated Invoice (whether person or entity). "You," "your", "Cleveland Browns" and "Browns" mean, collectively Cleveland Browns Football Company LLC and Cleveland Browns Stadium Company LLC d/b/a the Cleveland Browns. "Invoice" means the 2019-20 season's invoice and any revised invoice (as described below) and any written timetable of scheduled payment amounts and due dates sent to me by the Cleveland Browns. "Payment Plan" means the schedule of payment amounts and due dates described on the Invoice or any such modified schedule of payment amounts and/or due dates to which the Browns and I may later agree. "Plan Year" means the period that begins the date when the first payment specified in an Invoice or Truth in Lending Act Disclosure is due (whichever date is later) and ends the date when the last payment specified in the same season's Invoice or Truth in Lending Act Disclosure is due (whichever date is later). "Truth In Lending Act Disclosure" means that document the Browns have sent or will send me if required under applicable law for the 2019-20 season and which specifies the dates and estimated amounts of the payments that are due under the Payment Plan.

### THE PAYMENT PLAN.

**This section applies to me only if I chose to pay via a Payment Plan.**

The Browns have sent or will send me an Invoice for the 2019-20 season specifying the dates and amounts of the payments that are due under the Payment Plan. If and to the extent required under applicable law, the Browns have sent or will send to me a Truth in Lending Act Disclosure for the 2019-20 season which specifies the estimated dates and estimated amounts of the payments that are due under the Payment Plan. The Browns may change ticket prices after a Plan Year has started, in which case I will be sent an Invoice to reflect the revised installment amounts for the remaining Plan Year's payments. In the event of a change in ticket prices, I will always have an opportunity to opt-out of my purchase of Season Tickets by a deadline to occur after an Invoice that reflects the revised ticket pricing is sent to me and, if I so choose to opt-out of the purchase of Season Tickets, I will receive a full refund of payments made to date under such Payment Plan. If I do not cancel my purchase by the applicable deadline, I agree to the change in ticket pricing and to making the revised installment payments specified in the Invoice under the terms set forth in the Payment Authorization below. (Certain disclosures in the Truth in Lending Act Disclosure are or may be labeled as estimates because of the possibility of a change in ticket prices or a change in the number of payments.) The Browns reserve the right to cancel the Payment Plan at any time and require that I pay for my tickets by some other means. I agree that the Browns may send me notices and Invoices related to the Payment via email at the email address I provide the Browns, and I agree to promptly notify the Browns of any updated email address that should be used to contact me.

If I fail to make a payment due under the Payment Plan within 30 days of its due date, (1) the Browns may cancel my Season Tickets, (2) I will remain responsible for all

remaining amounts due under the then-current Invoice (unless I have the right to cancel and I exercise this right as set forth above), and (3) my participation in the Payment Plan may be terminated. Failure to pay for Season Tickets may influence my rights and benefits under my PSL Agreement, if applicable, and my ability to retain or purchase Season Tickets for subsequent Cleveland Browns games.

If I cancel my purchase of Season Tickets by providing a cancellation notice prior to my receipt of a Truth In Lending Act Disclosure, the Browns will refund to me any payments that I have made up to that point. There are no additional charges for the Payment Plan, the cancellation of the Payment Plan, or the cancellation of my purchase of Season Tickets.

The Browns have no obligation to resell my Season Tickets in the event of the termination of the Payment Plan or my purchase of Season Tickets. If the Browns do resell my Season Tickets, I will remain liable to the Browns to the extent permitted by law for the balance due under the then-current Invoice as well as any collections costs incurred by the Browns, except that any amounts collected by the Browns through the reselling of my Season Tickets will be credited to me only if, at the time of resale, there remains no other tickets in the same price level as mine in the Browns' ticket inventory.

### PAYMENT AUTHORIZATION

**This Payment Authorization applies to me only if I chose to pay by credit card, debit card, or other payment card.**

I authorize the Browns (which includes, for the purposes of this Payment Authorization, the team's service providers, agents and other representatives) to charge the payment card account identified on the Invoice or that I have otherwise provided to the Browns or any substitute payment card account I later provide to the Browns (the "Card") for the following:

- if I have chosen to pay in one lump sum, the total amount shown on the Invoice on or after the date I place my purchase with the Browns; or
- if I have chosen to pay in installment payments, the Payment Plan payments in the amounts on or after the dates specified in the Payment Plan.

In the event that the Browns make an error in processing a charge, I authorize the Browns to correct the error by initiating a credit or debit to the Card in the amount of such error on or after the date such error occurs. In the event that I make a partial payment or I am issued a credit, I authorize the Browns to charge the Card for the amount specified above less the amount of such credit. Instead of or in addition to any payments described above, I authorize the Browns to seek payment from the Card for any amount and on any date that I subsequently confirm by phone, text message or e-mail. I also authorize the Browns to reinitiate any charge to the Card that is rejected up to two times or any greater number of times permitted by network rules. I acknowledge that the Browns are not obligated to reinitiate any charge that is rejected and may terminate my Season Tickets in accordance with these Terms and Conditions if a charge is rejected. I agree to update my Card information if it changes by contacting the Browns at (440) 891-5050. I represent and warrant that I am the owner or authorized user of the Card.

**I may cancel this Payment Authorization at any time by contacting the Browns within such time as to allow the Browns a reasonable amount of time to process and act on my request.** Canceling this Payment Authorization will not affect any obligation I may have under the Payment Plan. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. Upon my request and the Browns' approval, multiple payment cards may be used to repay amounts due under the Payment Plan, provided a separate payment authorization is executed and returned to the Browns for any additional cardholders. I acknowledge that the Browns are not obligated to accept more than one payment card from me or any other cardholder. In the event of a conflict between this Payment Authorization and any other payment authorization I have previously provided to the Browns (whether written or verbal), this Payment Authorization shall supersede and govern.

Please see the General Terms and Conditions below which also govern the Non-Auto-Renewing Payment Plan and my Season Tickets and which are incorporated herein. **Please also print or download a copy of the Terms and Conditions for future reference.**

**BY CLICKING THE "I AGREE" BUTTON, I AM ELECTRONICALLY SIGNING AND ASSENTING TO THESE TERMS AND CONDITIONS (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW), WHICH INCLUDE: (A) AN ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER PROVISION (SEE THE GENERAL TERMS AND CONDITIONS BELOW); (B) IF I HAVE SELECTED TO PAY VIA A PAYMENT PLAN, PAYMENT PLAN TERMS AND, IF APPLICABLE, THE RELATED FEDERAL TRUTH IN LENDING ACT DISCLOSURE THAT HAS BEEN OR WILL BE MADE AVAILABLE TO ME; AND (C) IF I HAVE SELECTED TO PAY VIA PAYMENT CARD, A PAYMENT AUTHORIZATION. UPON REQUEST, THE BROWNS WILL MAKE AVAILABLE TO ME A COPY OF THESE TERMS AND CONDITIONS. IF I DO NOT WISH TO SIGN AND ASSENT TO THESE TERMS AND CONDITIONS, I SHOULD NOT CLICK "I AGREE".**

## **SECTION 2: AUTO-RENEWING SEASON TICKET PAYMENT PLAN TERMS AND CONDITIONS**

These Automatically-Renewing Season Ticket Payment Plan Terms and Conditions outlined in this Section 2, together with the General Terms and Conditions below, (collectively, the "Terms and Conditions") govern the purchase through an auto-renewing season ticket payment plan of pre-season and regular season tickets for the Cleveland Browns home games played at FirstEnergy Stadium (together, "Season Tickets") during the 2019-20 season and subsequent seasons. **If I have chosen to pay for my Season Tickets in a non-auto-renewing lump sum or through a payment option other than the Auto-Renewing Season Ticket Payment Plan, this Section 2 does not apply to my Season Tickets; instead those terms and conditions listed under Section 1 apply.**

**THESE TERMS AND CONDITIONS CONTAIN AN AUTOMATIC RENEWAL FEATURE. PLAN PAYMENTS WILL CONTINUE UNTIL I OPT-OUT OF THE PLAN. I MAY OPT OUT EITHER BEFORE A NEW PLAN YEAR BEGINS (IN WHICH CASE NO PLAN PAYMENTS FOR THE NEW PLAN YEAR WILL COME DUE) OR I MAY OPT OUT AFTER A NEW PLAN YEAR BEGINS BUT BEFORE THE OPT-OUT WINDOW SPECIFIED ON MY INVOICE EXPIRES (IN WHICH CASE I WILL RECEIVE A REFUND OF THE PLAN PAYMENTS I HAVE MADE FOR THE APPLICABLE PLAN YEAR). PLEASE SEE THE SUBSECTION BELOW CAPTIONED "AUTO-RENEWING PAYMENT PLAN" FOR DETAILS.**

**THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION PROVISION WITH A CLASS ACTION AND JURY TRIAL WAIVER (SEE THE SECTION CAPTIONED "GENERAL TERMS AND CONDITIONS" BELOW FOR DETAILS). THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH I OR THE BROWNS RESOLVE ANY CLAIM (UNLESS I REJECT IT).**

In these Terms and Conditions, "I," "me," and "my" means the Season Ticket owner identified on the associated Invoice (whether person or entity). "You," "your," "Cleveland Browns," and "Browns" mean, collectively Cleveland Browns Football Company LLC and Cleveland Browns Stadium Company LLC, d/b/a the Cleveland Browns. "Invoice" means each season's invoice and any revised invoice (as described below) and any written timetable of scheduled payment amounts and due dates sent to me by the Cleveland Browns. "Truth in Lending Act Disclosure" means each season's Truth in Lending Disclosure and any revised Truth in Lending Act Disclosure the Browns may have sent or will send you. "Auto-Renewing Payment Plan" means the payment plan that automatically renews each year under which I purchase Season Tickets offered to me by the Browns. "Plan Year" means the period that begins the date when the first payment specified in a season's Invoice or Truth in Lending Act Disclosure is due (whichever date is later) and ends the date when the last payment specified in the same season's Invoice or Truth in Lending Act Disclosure is due (whichever date is later). ***I understand that I am under no obligation to enroll in the Auto-Renewing Payment Plan. I may instead purchase my tickets by paying for them in a lump sum or by choosing a different payment option.***

## **AUTO-RENEWING PAYMENT PLAN**

For each applicable Plan Year, the Browns will send me a Truth in Lending Act Disclosure specifying the estimated dates and estimated amounts of the payments that are scheduled to come due under the new Plan Year's Auto-Renewing Payment Plan. If I do not wish to purchase Season Tickets in the new Plan Year, I may cancel any time before the new Plan Year begins. If I timely do this, no payments for the new Plan Year will come due. I may also cancel my purchase of Season Tickets after the new Plan Year begins and receive a refund of amounts I have paid during the then-current Plan Year (less any amounts I may otherwise owe the Browns) so long as I do so before the end of the opt-out window as indicated in my Invoice or revised Invoice. I may cancel my purchase of Season Tickets by calling the Browns at (440) 891-5050 or in such other manner specified in the applicable Invoice. I may also cancel my participation in the Auto-Renewing Payment Plan (but continue with my purchase of Season Tickets) at any time by calling the Browns at (440) 891-5050. If I do not cancel the Auto-Renewing Payment Plan or my purchase of Season Tickets before the end of the opt-out window, I agree to purchase my Season Tickets by making the payments specified in the Invoice or Truth in Lending Act Disclosure under the terms set forth in the Automatic Payment Authorization below.

The Browns may change ticket prices after a Plan Year has started, in which case I will be sent an Invoice to reflect the revised installment amounts for the remaining Plan Year's payments. Such Invoice will always be sent before the opt-out window ends (or provide for an additional opt-out period) so that I have the opportunity to cancel and receive a refund as specified above if I do not wish to pay the revised ticket prices. If I do not cancel within the applicable opt-out period, I agree to the revised ticket prices and to making the revised installment payments specified in the Invoice under the terms set forth in the Automatic Payment Authorization below. (Certain disclosures in the Truth in Lending Act Disclosure are or may be labeled as estimates because of the possibility of a change in ticket prices or a change in the number of payments.)

I understand that enrollment in the Auto-Renewing Payment Plan does not constitute a guaranty that the Browns will offer me the opportunity to purchase Season Tickets for any given season. The Browns reserve the right to cancel the Auto-Renewing Payment Plan at any time and require that I pay for my tickets by some other means. I agree that the Browns may send me notices and Invoices related to the Auto-Renewing Payment Plan via email at the email address I provide the Browns, and I agree to promptly notify the Browns of any updated email address that should be used to contact me.

If I fail to make a payment due under the Auto-Renewing Payment Plan within 30 days of its due date, (1) the Browns may cancel my Season Tickets, (2) I will remain responsible for all remaining amounts due under the then-current Invoice (unless I have the right to cancel and I exercise this right as set forth above), and (3) my participation in the Auto-Renewing Payment Plan may be terminated. Failure to pay for Season Tickets may influence my rights and benefits under my PSL Agreement, if applicable, and my ability to retain or purchase those Season Tickets for subsequent Cleveland Browns games.

If I cancel my purchase of Season Tickets by providing a cancellation notice prior to my receipt of a Truth In Lending Act Disclosure for the then-current Plan Year, the Browns will refund to me any payments that I have made up to that point for the then-current Plan Year. There are no additional charges for the Auto-Renewing Payment Plan, cancellation of the Auto-Renewing Payment Plan, or the cancellation of my purchase of Season Tickets.

The Browns have no obligation to resell my Season Tickets in the event of the termination of my purchase of Season Tickets (unless I have the right to cancel and I exercise this right as set forth above). If the Browns do resell my Season Tickets, I will remain liable to the Browns to the extent permitted by law for the balance due under the then-current Invoice as well as any collections costs incurred by the Browns, except that any amounts collected by the Browns through the reselling of my Season Tickets will be credited to me only if, at the time of resale, there remains no other tickets in the same price level as mine in the Browns' ticket inventory.

## **AUTOMATIC PAYMENT AUTHORIZATION**

I authorize the Browns (which includes, for the purposes of this Payment Authorization, the team's service providers, agents and other representatives) to

charge the payment card account(s) identified on the Invoice or that I have otherwise provided to the Browns or any substitute payment card account I later provide to the Browns (the "Card") for the Auto-Renewing Payment Plan payments in the amounts and on or after the dates specified in the Truth in Lending Act Disclosure, Invoice or any modified payment arrangement agreement to which the Browns and I may agree, as applicable. In the event that the Browns make an error in processing a charge, I authorize the Browns to correct the error by initiating a credit or debit to the Card in the amount of such error on or after the date such error occurs. In the event that I make a partial payment or I am issued a credit, I authorize the Browns to charge the Card for the amount specified above less the amount of such credit. Instead of or in addition to any payments described above, I authorize the Browns to seek payment from the Card for any amount and on any date that I subsequently confirm by phone, text message or e-mail. I also authorize the Browns to reinstate any charge to the Card that is rejected up to two times or any greater number of times permitted by network rules. I acknowledge that the Browns are not obligated to reinstate any charge that is rejected and may terminate my Season Tickets if a charge is rejected. I agree to update my Card information if it changes by contacting the Browns at (440) 891-5050. I represent and warrant that I am the owner or authorized user of the Card.

**I may cancel this Payment Authorization at any time by contacting the Browns within such time as to allow the Browns a reasonable amount of time to process and act on my request.** Canceling this Payment Authorization will not affect any obligation I may have under the Auto-Renewing Payment Plan. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. Upon my request and the Browns' approval, multiple payment cards may be used to repay amounts due under this Auto-Renewing Payment Plan, provided a separate payment authorization is executed and returned to the Browns for any additional cardholders. I acknowledge that the Browns are not obligated to accept more than one payment card from me or any other cardholder. In the event of a conflict between this Payment Authorization and any other payment authorization I have previously provided to the Browns (whether written or verbal), this Payment Authorization shall supersede and govern.

Please see the General Terms and Conditions below which also govern the Auto-Renewing Payment Plan and my Season Tickets and which are incorporated herein. **Please also print or download a copy of the Terms and Conditions for future reference.**

**BY CLICKING THE "I AGREE" BUTTON, I AM ELECTRONICALLY SIGNING AND ASSENTING TO THESE AUTOMATICALLY-RENEWING SEASON TICKET PAYMENT PLAN TERMS AND CONDITIONS (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW), WHICH INCLUDE: (A) AN ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER PROVISION (SEE THE GENERAL TERMS AND CONDITIONS BELOW); (B) THE RELATED FEDERAL TRUTH IN LENDING ACT DISCLOSURE THAT HAS BEEN OR WILL BE MADE AVAILABLE TO ME (IF APPLICABLE); (C) AN AUTO-RENEWAL PROVISION; AND (D) A RECURRING PAYMENT AUTHORIZATION. UPON REQUEST, THE BROWNS WILL MAKE AVAILABLE TO ME A COPY OF THESE TERMS AND CONDITIONS. IF I DO NOT WISH TO ENROLL IN THE AUTO-RENEWING PLAN, I SHOULD NOT CLICK "I AGREE" AND SHOULD CONTACT THE BROWNS AT (440) 891-5050 TO CHANGE MY PAYMENT PLAN PREFERENCE.**

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## **GENERAL TERMS AND CONDITIONS (applicable to both Sections 1 and 2)**

**INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER ("Arbitration Agreement").** The Browns and I each may unilaterally elect to resolve any and all claims and disputes whatsoever, including, but not limited to those relating in any way to any these Terms and Conditions and/or any Season Tickets, memberships, season ticket plans, payment plans (including, without limitation, the Auto-Renewing Payment Plan if applicable), Invoices, games, marketing efforts, promotions, PSL Agreement(s), Truth in Lending Act Disclosures, or any of our dealings with one another during any current or future season (individually and collectively, the "Claims"), except for claims concerning the validity, scope or enforceability of this Arbitration Agreement, through **BINDING INDIVIDUAL ARBITRATION.** This Arbitration Agreement involves interstate commerce and shall

be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

If the Browns or I elect to resolve a dispute by arbitration, neither of us will have the right to a court or jury trial or to participate in a class action or class arbitration. Other customary rights that the Browns and I would otherwise have if either went to court will not be available or will be more limited in arbitration, including the right to appeal. The Browns and I each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. IF EITHER PARTY ELECTS ARBITRATION, THE APPLICABLE DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. I may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting [www.adr.org](http://www.adr.org). If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that both parties agree upon in writing or that is appointed pursuant to section 5 of the FAA. The arbitration shall take place in Cleveland, Ohio, where most Cleveland Browns home games are played. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to the Browns and me alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The Browns and I agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to those I permit to use my tickets and relevant Browns employees, affiliated companies and vendors. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The Browns will be responsible for paying all arbitration fees other than the lower amount of filing fees I would have incurred in either a state or federal court in Cleveland, Ohio, as applicable. Notwithstanding any other provision herein, the Browns and I may each seek relief in a small claims court for Claims within its jurisdiction. In addition, the Browns and I each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Arbitration Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of any Season Ticket plan and any related agreement, my fulfillment or default of my obligations under any Season Ticket plan or any related agreement, and/or my or the Browns' bankruptcy or insolvency (to the extent permitted by applicable law).

**I HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT I MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW.** If I do not wish to be bound by this Arbitration Agreement, I must notify the Browns in writing within sixty (60) days after the date I agree to these Terms and Conditions. I must send my request to: Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017, Attn: Membership Services Department. The request must include my full name, address, account number, and the statement "I reject the Arbitration Agreement contained in my Cleveland Browns season ticket plan." If I exercise my right to reject arbitration, the other terms of my Season Ticket Plan shall remain in full force and effect as if I had not rejected arbitration.

**ACCOUNT OWNERSHIP AND TRANSFER.** Membership accounts, Payment Plans (including the Auto-Renewing Payment Plan, if applicable), Season Tickets and/or account numbers are not transferable from one person or entity to another unless otherwise permitted per Cleveland Browns' policy or in my PSL Agreement, if applicable. The member name under which an account has been established may not be changed (unless required by law or otherwise permitted by the Browns), with the following exceptions: legal name change, change in marital status, change in business name, dissolution of business, sale of business, or death of account holder upon presentation of a valid will or similar legal documentation to the Browns. The

account holder is responsible for providing the Browns with up-to-date contact information; the failure to provide up-to-date contact information may affect my rights and benefits outlined herein. All requests for account information changes must be submitted in writing. Notwithstanding anything to the contrary herein, only one (1) individual or entity shall be listed as the account holder on the account.

**REVOCABLE LICENSE.** Cleveland Browns tickets (including the Season Tickets) are a limited, revocable license issued by the Browns to the individual or corporate entity name that appears on the account of record. The Browns reserve the right to revoke this license for any lawful reason, including breach (directly or indirectly) of any of the provisions of these Terms and Conditions or the Cleveland Browns Fan Code of Conduct. Any such breach may impact the rights and benefits I receive under my PSL Agreement, if applicable, and shall entitle the Browns to all available legal remedies, including but not limited to revocation or cancellation of my season ticket membership, Payment Plan (including the Auto-Renewing Payment Plan, if applicable), Season Tickets and/or other tickets. Upon such revocation or cancellation, neither the Browns nor any of its agents shall have any obligation to issue a credit, refund or any other compensation to me for any payments paid and originally scheduled to be paid prior to the date of such revocation or cancellation.

**ALL SALES ARE FINAL. NO REFUNDS OR EXCHANGES.** All ticket sales are final, and no refunds of payments or deposits for tickets, or exchanges, will be made except as provided for herein or in the Browns' sole discretion.

**LOST OR STOLEN TICKETS.** The Browns are not responsible for lost or stolen tickets, and any reissuance of tickets shall be at the sole discretion of the Browns and may be subject to additional fees determined by the Browns.

**SEASON TICKETS.** The Browns will make the Season Tickets available to me in or around the July immediately preceding the start of the applicable NFL season (or at a later time if the season is postponed). The Browns reserve the right to not activate or deactivate any Season Tickets for which payment has not been made. In the event that a payment I make or authorize is later reversed, disputed or otherwise not credited to the Browns, I understand that, to the fullest extent permitted by law and without limiting any other rights or remedies that may be available to the Browns, I will be personally responsible for such payment and for any collection costs and attorneys' fees incurred by the Browns.

**POSTSEASON; SPECIAL GAMES.** The Season Tickets purchased under these Terms and Conditions are only for those pre-season and regular season games played by the Browns at home at FirstEnergy Stadium (the "Stadium") during the season specified in the applicable Invoice or Truth in Lending Act Disclosure ("Current Season Regular Home Games"). Nothing in the Season Tickets, the season ticket membership, Truth in Lending Act Disclosure, an Invoice or these Terms and Conditions does create or should be construed to create a right on the part of me or any holder of a Season Ticket to current or further games or events (e.g., postseason games, special games, next-season games, international games or neutral site games) other than Current Season Regular Home Games.

**RELOCATED OR UNPLAYED GAMES.** In the event that less than ten (10) total preseason or regular season home games are played at the Stadium during the season, whether because of a labor dispute, strike, Act of God, or any other reason, the Browns will either (1) reduce the total amount due for the Season Tickets by the ticket cost of the game(s) not played at the Stadium, as determined by the Browns and variable by game (the "Unplayed Ticket Value"); (2) issue a credit to my membership account for the Unplayed Ticket Value; or (3) at my written request to the following address, issue a refund in the amount of the Unplayed Ticket Value: The Membership Services Department, Attn: Unplayed Game Refunds, 76 Lou Groza Blvd., Berea, OH 44017. Nothing herein, including without limitation the Browns' issuance of Season Tickets, shall operate as or constitute any representation, warranty, covenant or guarantee by the Browns that any number of games shall occur at the Stadium.

**RESTRICTIONS.** I agree not to transmit or aid in transmitting any photographs, images, videos, or other accounts or descriptions (whether text, data or visual) in any media of all or any part of the applicable football game or related events (the "Works"). Transmissions or other distributions by, to, or for any commercial enterprise, and any public performances or displays, direct or indirect, are also strictly prohibited. I agree that by causing the applicable Season Ticket to be scanned upon entry to the Stadium, I (or the applicable ticket holder) shall be understood to have granted the

NFL and/or the Browns an exclusive, worldwide, sub-licensable, royalty-free license to all copyrights associated with the Works. Tickets may not be used for any form of commercial or trade purposes, including, but not limited to, the sale of all or substantially all of my Season Tickets for non-personal, business use, advertising, promotions, contests or sweepstakes, without the express written consent of the Cleveland Browns and the NFL. Breach of the foregoing may result in legal action.

**ASSUMPTION OF RISK / RELEASE OF LIABILITY.** I, and/or the holder of the ticket to any game or event, voluntarily assume all risk and danger of personal injury (including death) and all hazards arising from, or related in any way to, the game (including, but not limited to, the risk of lost, stolen or damaged property or personal injury caused by players, fans, footballs or other objects) whether occurring prior to, during or after the game, however caused and whether by negligence or otherwise. I recognize and accept the inherent risk in attending sporting events, including football games. My guests and I agree that neither the Cleveland Browns, the NFL, nor any of their respective affiliates, employees, agents, owners, players, contractors or other representatives or agents (collectively, "Releasees") are liable for any injuries, damages or other losses from such causes.

**FAN BEHAVIOR; INDEMNIFICATION.** Any ticket holder who behaves in an unruly or disruptive manner, including, but not limited to, foul language, intoxication, physical or verbal abuse of other fans, Browns or Stadium employees, game officials, players or coaches, or other violations of the Cleveland Browns Fan Code of Conduct, whether during, before or after a game (including via telephone or in person) may be asked to leave the Stadium and may be subject to other consequences. I am responsible for such behavior by anyone using my tickets and any damage to the Stadium caused by such ticket holder except ordinary wear and tear. The Browns reserve the right to restrict entry to Season Ticket member events, including Browns games, in accordance with the Browns Fan Code of Conduct and NFL policy. The Browns further reserve the right to terminate my tickets or to cancel any tickets I have purchased without refund or other compensation for any lawful reason, including for reasons of ticket holder misconduct. I understand that I and all ticket holders will be subject to the following Browns' policies which can be found via the "Stadium" navigation link at [www.clevelandbrowns.com](http://www.clevelandbrowns.com) and which may be updated from time to time: Fan Code of Conduct, the NFL Bag Policy, and Prohibited Items policy, and such policies are hereby incorporated into these Terms and Conditions. **I agree to indemnify and hold harmless, to the fullest extent permitted by law, all Releasees from and against any losses, damages, liabilities, claims or demands (including attorneys' fees and costs of investigation) arising out of or related to any act or omission, breach of any provision of these terms and conditions, or violation of any applicable law, rule, regulation, order or policy, by myself or any holder of my tickets.**

**USE OF IMAGE.** I (and/or the user of my ticket for any particular game) grant permission to the Cleveland Browns and the NFL (and their respective designees, agents and other representatives) to utilize my or their image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of or at the applicable game in any medium or context for any purpose, including commercial, advertising or promotional purposes, without any further authorization or compensation.

**PSL AGREEMENT.** Except with respect to the Arbitration Agreement, if any terms and conditions contained herein conflict with my PSL Agreement, the terms and conditions in the PSL Agreement shall prevail.

**MISCELLANEOUS.** Except as set forth in the Arbitration Agreement, these Terms and Conditions shall be governed by the laws of the state of Ohio applicable to agreements made and to be performed entirely in Ohio, without regard to any conflicts of laws principles thereof. To the fullest extent permitted by law, the Browns reserve the right to modify the pricing and/or seat locations of tickets, Browns' policies, and these Terms and Conditions in its sole discretion and for any lawful reason and subject to my PSL Agreement, if applicable. Notwithstanding anything to the contrary herein, the Browns reserve all rights under all other applicable law. Except as set forth in the Arbitration Agreement, if any provision of these Terms and Conditions is determined to be invalid or unenforceable, such provision shall be amended to the minimum extent necessary to make such provision enforceable, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. I represent and warrant that I have the authority to sign on behalf of, and bind, the licensee of the Season Tickets governed by these Terms and Conditions.