

Credential Use Conditions

PLEASE READ THESE CREDENTIAL USE CONDITIONS CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY AND YOUR INDEMNITY TO US. PLEASE NOTE THAT THESE CREDENTIAL USE CONDITIONS INCLUDE A DISPUTE RESOLUTION SECTION (INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER). IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

1. Acceptance and use of this credential (this "Credential") constitutes (i) agreement by the individual holding this Credential (the "Bearer"), on behalf of Bearer and Bearer's employer or the entity with which Bearer is obtaining this Credential (collectively, the "Bearer Parties"), to abide by the (A) following terms and conditions (the "Credential Use Conditions"), which are also available at mlssoccer.com/legal/credentials, (B) conditions on reporting and transmitting updates regarding the Event (as defined herein), and (C) Soccer United Marketing, LLC ("SUM"), Major League Soccer, L.L.C. ("MLS"), any professional soccer team that plays in MLS (each an "MLS Club" and collectively the "MLS Clubs"), and/or applicable LAFC StadiumCo, LLC and/or Stadium (as defined herein) code of conduct and rules, including any rules governing access to the playing area and (ii) the Bearer's acknowledgement that it has read these Credential Use Conditions.
2. This Credential is issued for the sole purpose of providing BMO Stadium ("Stadium") access to the Bearer in connection with a MLS Club game or other MLS or SUM operated event at the Stadium, including excerpts thereof, in accordance with the details set forth on the front of this Credential (the "Event"). Compliance with these terms is a condition of all uses permitted by this Credential. Any unauthorized use or violation of any term of this Credential (including, without limitation, requesting autographs, taking non-work related photographs, or making any other personal use of this Credential or the Stadium access conferred by this Credential) automatically and immediately revokes all permissions granted in this Credential and subjects Bearer to ejection from the Stadium, prosecution for criminal trespass, Bearer employer revocation of Credentials for future Events, and any other remedies available under law. MLS, the MLS Clubs, SUM, or any of their designees, in their sole discretion, may at any time revoke this Credential and/or any of the rights granted hereunder for any reason. The Bearer's right to enter (or re-enter) and remain at the Stadium is conditioned upon compliance with the terms of this Credential and with any and all applicable policies of MLS, the MLS Clubs, or SUM including, without limitation, any security and conduct policies, and any health and safety policies and assessments (including, without limitation, with respect to the risk of exposure to Communicable Diseases. This Credential must be surrendered upon demand by MLS, an MLS Club, or SUM. MLS, any MLS Club, or SUM may revoke this Credential at any time in its sole discretion and reserves the right to deny admission or eject any person who MLS, the MLS Club, or SUM, in its sole discretion, determines poses a risk to the health and safety of other attendees and the Bearer waives any claims that Bearer might have against MLS, an MLS Club, or SUM with respect thereto.
3. This Credential is issued solely to provide Stadium access to an individual with a legitimate working function at the Event solely to perform such function, and Bearer hereby represents, warrants, and covenants that Bearer is attending the Event solely for such purpose. The Bearer must be on a specific assignment as an employee or agent for the organization to which this Credential is issued. If the Bearer ceases to be an employee or agent for such organization, this Credential is hereby automatically revoked. It is forbidden to lend, sell, or otherwise transfer this Credential,

including to post or otherwise distribute any photograph or other depiction of this Credential on any mobile or social networking/media platform, any other website or in any other media now existing or invented in the future. This Credential must be worn by the Bearer in full view at all times when entering and within the Stadium.

4. The Bearer's right to film, tape, photograph or create other recordings, broadcasts, descriptions, accounts or other publications or reports pursuant to this Credential ("Recordings") is limited to creation, reproduction, transmission, and distribution by accredited linear television networks of the Event solely for news coverage in the ordinary course of their business ("Media Uses"). Television and radio stations may make Media Uses of Events or excerpts thereof only pursuant to MLS or SUM's news access guidelines, receipt of which is hereby acknowledged by such stations. Any other Media Uses of Events, including without limitation, books, motion pictures, posters, interactive products, advertising, marketing, promotional contests, sweepstakes, or other trade or merchandising uses, or in any form of media whether now or hereafter known, requires the prior specific written agreement of MLS or SUM. The rights to any Media Use or any other use of Recordings or Events, including, without limitation, all copyright, trademark, and other property or ownership rights in Events, and any intellectual property or other proprietary items created or used in connection therewith, are reserved to and shall remain the sole property of MLS.
5. The Bearer Parties understand that (i) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") and/or other communicable diseases (collectively referred to herein as "Communicable Diseases") can lead to severe illness and death, and there is an inherent risk of exposure to Communicable Diseases in any place where people are present; (ii) no precautions, including the protocols that will be implemented from time to time by MLS, an MLS Club, or SUM and any of their respective direct and indirect parents, affiliates, subsidiaries, members, administrators, designees, licensees, agents, owners, officers, directors, employees, sponsors, invitees, and contractors (and all employees of such contractors), and other personnel and/or third parties (including, without limitation, federal and state governmental agencies) (collectively, the "Facilities Protocols"), can eliminate the risk of exposure to Communicable Diseases; (iii) while people of all ages and health conditions can be and have been adversely affected by Communicable Diseases, according to public health authorities (A) people with certain underlying medical conditions are or may be especially vulnerable, and (B) the risk of severe illness from the contraction of a Communicable Disease may increase with age, and contracting a Communicable Disease can result in the further transmission of that disease to my spouse, family members, and other contacts; and (iv) exposure to Communicable Diseases can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. The Bearer Parties on behalf of themselves and their respective successors, assigns, heirs, next of kin, or other persons acting or purporting to act on their behalf ("Related Persons") fully understand and knowingly and voluntarily assume all risks related to obtaining a Credential and being granted access to, traveling to and from, entering, re-entering, or remaining, and providing services at, the Stadium, including, without limitation, the risk of bodily injury and/or risk of exposure to communicable diseases, viruses, bacteria, or illnesses (including, without limitation, COVID-19), and the causes thereof, e.g., sickness, personal injury, disability, other short-term or long-term health effects, and death), and lost, stolen, or damaged property, which might result not only from the Credential bearer's own actions, inactions or negligence, but from the actions, inactions, or negligence of any of the Released Parties (as defined below). The Bearer

Parties accept personal responsibility for any and all damages, liability, and other losses that they or any of their Related Persons may incur in connection with the foregoing risks.

6. The Bearer understands and agrees that by using this Credential to enter the Stadium, they are granting MLS, Soccer United Marketing, LLC, LAFC StadiumCo, LLC, and the MLS Clubs (and each of their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, partners, and agents) an exclusive worldwide, irrevocable, perpetual, sublicensable, royalty-free license to use, publish, distribute, edit, modify and/or alter the Bearer's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Event, in whole or in part, for any purpose, including, without limitation, the advertising or promotion of future MLS games or other services provided by MLS or by the MLS Club, without further authorization or compensation, and the Bearer waives all claims and potential claims relating to such use unless prohibited by law.
7. The Bearer Parties, on behalf of themselves and each of their Related Persons, hereby knowingly, voluntarily, and irrevocably and forever release, waive, and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to) any and all claims, suits, causes of action, and claims for damages, whether past, present, or future, and whether known or unknown, including, without limitation, claims arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which their or any of their Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) the Bearer's exposure to a Communicable Disease; (ii) the Bearer's provision of services at the Stadium; (iii) the Bearer's travel to or presence within the Stadium or compliance with any Facilities Protocols or any of the other policies or protocols applicable to the Stadium; (iv) any interaction between the Bearer and any personnel of any of the Released Parties present at the Stadium (including, without limitation, any ushers, ticket-takers, event security, health and safety personnel, or cleaning, concessions, or parking personnel); (v) any of the risks identified above in Section 5, in each case whether caused by any action, inaction, or negligence of any Released Party or otherwise; or (vi) arising from or relation in any way to the Event, whether occurring before, during, or after the Event (including, without limitation, the risk of personal injury or death, however caused, whether by players or objects such as balls, or otherwise, as well as the risks of lost, stolen, or damaged property and all other hazards arising from or related in any way to the Event). Nothing in the release set forth in this Section 6 shall be construed as a release of any claims the Bearer may have against his or her employer or any rights he or she may have to receive workers' compensation. Additionally, the Bearer Parties jointly and severally agree to indemnify and hold harmless the Released Parties from and against all liability, loss, damages, or expenses resulting from or arising out of (i) Bearer's presence at the Stadium; (ii) Bearer's acts or omissions; (iii) the presence at the Event of any cameras, wires, cabling, or other equipment brought on the premises or used by Bearer; and (iv) breach of the terms of this Credential. For the purposes hereof, the "Released Parties" are (i) MLS, SUM, LAFC StadiumCo, LLC, LAFC Sports, LLC, each MLS Club, and each of their respective direct and indirect affiliates, members, administrators, designees, licensees, agents, owners, officers, directors, employees, sponsors, invitees, and other contractors (and all employees of such contractors), and other personnel; (ii) the direct and indirect owners, lessees, and sublessees of the Stadium; (iii) concessionaires, merchandisers, other vendors, and all other contractors performing services at the Stadium; (iv) other third parties present at or from time to time brought to the Stadium (including, without limitation, medical

personnel); and (v) any parents, subsidiaries, affiliated and related companies, and officers, directors, owners, shareholders, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors, and/or assigns of each of the foregoing entities and persons, whether past, present, or future, and whether in their institutional or personal capacities.

8. THE FOLLOWING IS A SUMMARY OF MANDATORY DISPUTE RESOLUTION TERMS. FOR FULL TERMS RELATED TO DISPUTE RESOLUTION AND BINDING ARBITRATION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER, AND CHOICE OF LAW PLEASE VISIT MLSSOCCER.COM/LEGAL/TERMS-OF-SERVICE.

- **ANY CURRENT OR FUTURE DISPUTE RELATING TO THE TERMS OF THIS CREDENTIAL, THE ACCEPTANCE AND USE OF THIS CREDENTIAL, THE EVENT, OR THE STADIUM, ARISING BETWEEN THE BEARER PARTIES AND ANY PERSON OR PARTY INCLUDED WITHIN THE DEFINITION OF "RELEASED PARTIES," SHALL BE RESOLVED IN BINDING INDIVIDUAL ARBITRATION. THIS ARBITRATION AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**
- **EITHER PARTY HAS THE ABILITY TO BRING DISPUTES IN SMALL CLAIMS COURT (THIS RIGHT DOES NOT ALLOW A PARTY TO REMOVE OR APPEAL A DISPUTE TO A COURT OF GENERAL JURISDICTION. ANY DISAGREEMENT AS TO WHETHER A DISPUTE IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT IS FOR A COURT TO DECIDE AND ANY ARBITRATION SHALL BE STAYED.**
- **BEFORE INITIATING ANY ARBITRATION PROCEEDING, A WRITTEN "NOTICE OF DISPUTE" MUST CONTAIN THE FOLLOWING INFORMATION: (I) INFORMATION SUFFICIENT TO IDENTIFY ANY CREDENTIAL AND OCCURRENCE AT ISSUE; (II) BEARER'S CONTACT INFORMATION (INCLUDING NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS); AND (III) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE (INCLUDING THE DATE OF CREDENTIAL USE AND OCCURRENCE AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR IT. THE NOTICE MUST BE PERSONALLY SIGNED BY THE BEARER (AND THEIR COUNSEL, IF REPRESENTED). IF BEARER HAS A DISPUTE, THEY SHALL SEND A COMPLETED NOTICE OF DISPUTE BY MAIL TO L AFC SPORTS, LLC, 818 W 7TH STREET #1200, LOS ANGELES, CA 90017, ATTN: LEGAL DEPARTMENT, AND BY EMAIL TO L AFCLEGAL@L AFC.COM AND LEGALNOTICES@MLSSOCCER.COM. THIS IS A CONDITION PRECEDENT TO ARBITRATION. THE PARTIES AGREE TO MAKE A GOOD FAITH EFFORT TO RESOLVE ANY DISPUTE FOR AT LEAST SIXTY (60) DAYS FOLLOWING RECEIPT OF A COMPLETED NOTICE OF DISPUTE. ALL APPLICABLE LIMITATIONS PERIODS (INCLUDING STATUTES OF LIMITATIONS) WILL BE TOLLED FROM THE DATE OF RECEIPT OF A COMPLETED NOTICE OF DISPUTE THROUGH THE CONCLUSION OF THIS PROCESS.**
- **IF THE PARTIES CANNOT RESOLVE A DISPUTE WITHIN SIXTY (60) DAYS FOLLOWING RECEIPT OF A COMPLETED NOTICE OF DISPUTE, IT SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") AND HEARD BY A SINGLE, NEUTRAL ARBITRATOR. THE NAM RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED. THERE ARE ADDITIONAL PROCEDURES FOR "MASS FILINGS."**

- **ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING, WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE: (1) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT AND (2) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS.**
- **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT PARTICIPATE AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING.**
- **UNLESS BOTH PARTIES AGREE OTHERWISE, AN ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. AN ARBITRATOR WILL APPLY THESE DISPUTE RESOLUTION TERMS AS A COURT WOULD. IF, AFTER EXHAUSTION OF ALL APPEALS, ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED INJUNCTIVE OR DECLARATORY RELIEF AND CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDINGS ARE FOUND TO BE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), THEN SUCH A CLAIM OR REQUEST FOR RELIEF WILL BE DECIDED BY A COURT OF COMPETENT JURISDICTION AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.**
- **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.**
- **THE TERMS OF THIS CREDENTIAL AND ANY DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE STATE AND FEDERAL COURTS OF LOS ANGELES COUNTY, CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR DISPUTES BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION OR OVER ANY ACTION INVOLVING THE APPLICABILITY OR ENFORCEABILITY OF ANY PROVISION OF THE TERMS OF THIS CREDENTIAL (INCLUDING THE ARBITRATION PROVISIONS AND CLASS ACTION WAIVER) TO THE EXTENT ENFORCEABLE.**

IF THE BEARER DOES NOT CONSENT TO THESE DISPUTE RESOLUTION PROVISIONS, BEARER MUST NOT ACCEPT AND/OR USE THIS CREDENTIAL.

9. The Bearer grants permission to the Released Parties to use the Bearer's image, likeness, actions, and statements, in perpetuity, in any Media Use relating to the Event in any context for any purpose, including commercial or promotional purposes, without further authorization from or compensation to the Bearer.
10. The Bearer consents to allowing MLS, each MLS Club, or SUM to inspect Bearer's person and any bags, clothing, or other articles for security purposes, whether by walk-through metal detection, handheld metal detection, bag checks, or otherwise, and acknowledges and agrees that Bearer may be denied entry to or ejected from the Event by MLS, an MLS Club, or SUM in its sole

discretion. Bearer consents to security searches and/or screening of Bearer and waives any claims that Bearer might have against MLS, an MLS Club, or SUM.

11. In order to help mitigate the risk of transmission of a Communicable Disease, the Bearer agrees that he or she will not attend the Event if any one or more of the following is true on the day of such Event: (i) within the 14 days prior to the Event, Bearer has (or any person with whom the Bearer has had close contact has) tested positive for, or been exposed to someone who has tested positive for, a Communicable Disease; (ii) within the 48 hours prior to the Event, Bearer has (or any person with whom the Bearer has close contact has) experienced symptoms of a Communicable Disease (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue, or any other symptoms associated with a Communicable Disease identified by the Centers for Disease Control and Prevention or Health Canada, as applicable); or (iii) within the 14 days prior to the Event, Bearer has (or any person with whom the Bearer has close contact has) traveled to any state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to any Communicable Disease.
12. Bearer agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the Event for any commercial, non-personal, purpose.