

Hearts Of Pine Ticket Terms & Spectator Waiver

Revision Date: March 1, 2026

PLEASE READ THIS AGREEMENT COMPLETELY AND CAREFULLY. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THESE TERMS 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.

Except as provided below or as posted on Vivenu's and/or Portland Hearts of Pine website(s), this ticket may not be resold and no refunds or exchanges will be provided. Resale or attempted resale is grounds for seizure and cancellation, among other possible penalties. This ticket may not be used for advertising, promotional (including contests and sweepstakes) or other trade or commercial purposes without the express written consent of the Issuers.

Hearts of Pine LLC (the "**Club**") and the owner/operator of any venue (as applicable, the "**Venue**") within which Hearts of Pine hosts its "home" games, whether Fitzpatrick Stadium in Portland, Maine or otherwise (collectively the "**Issuers**") reserve the right to eject any ticket holder from the Venue without a refund for disorderly conduct or any breach of the issuers code of conduct, rules or regulations. The Issuers reserve the right to change the date and/or starting time and/or opponent and/or competition type (e.g. League match, Cup match, or Friendly) of any event at the Venue and no such change shall entitle the ticket holder to a refund. In the event of cancellation of this event, the Issuers shall not be required to issue a refund provided that the ticket holder is given the right, within a reasonable period of time from the originally scheduled event, to attend a rescheduled exhibition of the same event or to exchange this ticket for a comparable ticket to another similar event as designated by the Issuers, in their sole discretion.

The ticket holder grants permission to the Issuers, United Soccer Leagues LLC ("**USL**"), any of Club's commercial sponsors, partners or vendors, and any visiting soccer club, and their respective agents and affiliates to utilize the ticket holder's name, image, likeness or voice in connection with any broadcast, photograph or any other transmission, reproduction in whole or in part of this event via any media and for any purpose, without further authorization or compensation. By entering the Venue, and/or the adjacent parking lots, walkways and entrances, the ticket holder consents to being photographed and videotaped by the Issuers for the use in any promotional and/or marketing purposes without compensation.

The ticket holder voluntarily assumes all risk and danger (including of personal injury, death, property damage and all other hazards) arising from or related in any way to this event, whether occurring prior to, during or after the event, including, without limitation, the risk of injury due to the negligence or misconduct of other spectators or players, errant balls and thrown objects, and accidents occurring in or around the venue and parking lots, and agrees that the Issuers, promoter(s) and participants involved in the event, and each of their respective employees, players, musicians, officers, directors, members, partners, owners, affiliates, sponsors,

contractors, and other agents shall not be responsible or liable for any loss, damage or injury resulting from such causes.

DISPUTE RESOLUTION

THIS IS A SUMMARY OF MANDATORY TERMS. FOR FULL TERMS RELATED TO DISPUTE RESOLUTION AND BINDING ARBITRATION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER, AND CHOICE OF LAW PLEASE CONTACT THE CLUB.

- **ANY CURRENT OR FUTURE DISPUTE RELATING TO THIS TICKET, THE EVENT, OR THE STADIUM ARISING BETWEEN HOLDER AND THE CLUB, ISSUER, OR USL (COLLECTIVELY, "MANAGEMENT"), 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 TRANSACTION, ACTIVITY, AND ACCOUNT AT ISSUE; (II) CONTACT INFORMATION OF THE CLAIMANT (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 ANY TRANSACTION OR ACTIVITY AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR IT. THE NOTICE MUST BE PERSONALLY SIGNED BY HOLDER (AND THEIR COUNSEL, IF REPRESENTED). IF HOLDER HAS A DISPUTE, THEY SHALL SEND A COMPLETED NOTICE OF DISPUTE BY MAIL TO HEARTS OF PINE LLC, 1 UNION WHARE, 3rd FLOOR, PORTLAND, MAINE 04101; AND BY EMAIL TO [info@heartsofpine.com]. THIS IS A CONDITION PRECEDENT TO ARBITRATION. TICKET HOLDER AND MANAGEMENT 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.**
- **THIS AGREEMENT AND ANY DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MAINE WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE STATE AND FEDERAL COURTS OF CUMBERLAND COUNTY, MAINE 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 PROVISIONS OF THIS AGREEMENT
(INCLUDING THE ARBITRATION PROVISIONS AND CLASS ACTION
WAIVER) TO THE EXTENT ENFORCEABLE.**

**IF HOLDER DOES NOT CONSENT TO THESE DISPUTE RESOLUTION
PROVISIONS, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM**