

Organizational notice: The National Federation of Middle School Sports (NFMS) is a 501(c)(3) nonprofit organization operating under In Time of Need, Inc. NFMS is a registered trademark with the United States Patent and Trademark Office (USPTO). This template should be reviewed by a qualified attorney before publication or public use.

1 Acceptance of These Terms

These Website Terms of Use ("Terms") govern your access to and use of websites, webpages, digital platforms, forms, registration pages, account features, media pages, rankings pages, athlete profiles, team profiles, event pages, sponsor pages, content, and online services operated by or on behalf of the National Federation of Middle School Sports ("NFMS"), In Time of Need, Inc., and their authorized representatives ("Sites" or "Platforms"). By accessing or using the Sites, creating an account, submitting information, registering a school, registering a team, creating or submitting athlete profile content, uploading media, purchasing or paying for a membership or event, or otherwise interacting with the Platforms, you agree to these Terms. If you do not agree, do not use the Sites.

2 Who May Use the Sites

The Sites are intended for use by parents/legal guardians, school administrators, athletic directors, coaches, authorized school representatives, sponsors, partners, media representatives, and other users who support middle school athletics. Minors may only use the Sites with the consent and supervision of a parent/legal guardian or through an authorized school, coach, or adult representative. Users under the age of 13 may not create an account or submit personal information unless a parent/legal guardian has provided required consent through an approved NFMS process.

3 About NFMS and In Time of Need, Inc.

NFMS operates as a national nonprofit sports initiative under In Time of Need, Inc., a 501(c)(3) nonprofit organization. NFMS focuses on school membership, state championships, national championship pathways, middle school athletic structure, student-athlete recognition, coach and athletic director engagement, and expanded opportunities for grades 6–8.

4 Accounts, Registration, and User Information

Certain features may require account creation, registration, payment, school approval, parent/guardian approval, coach approval, or other verification. You agree to provide accurate, current, and complete information and to update information when it changes. You are responsible for maintaining the confidentiality of login credentials and for all activity that occurs under your account. You agree not to share login credentials with unauthorized users or use another person's account without permission. NFMSS may deny, suspend, remove, or restrict access to accounts, profiles, submissions, schools, teams, or users when information is inaccurate, incomplete, unauthorized, harmful, misleading, or inconsistent with these Terms or organizational policies.

5 Schools, Coaches, Athletic Directors, and Authorized Representatives

If you submit information on behalf of a school, team, coach, student-athlete, league, organization, or program, you represent that you have authority to submit that information and to accept these Terms on behalf of the applicable entity or individuals, where allowed. Schools and authorized representatives are responsible for obtaining any required parent/guardian consent, school approval, athlete eligibility confirmation, media permission, data sharing authorization, and other required documentation before submitting student-athlete information, media, rosters, statistics, or other content to NFMSS.

6 Athlete Profiles, Rankings, Statistics, and Recognition Content

NFMSS may display athlete profiles, team profiles, coach profiles, school profiles, rankings, statistics, scores, awards, highlights, photos, videos, articles, recognition features, and related sports information. Rankings, statistics, scores, athlete features, and recognition content may be based on available information, submitted information, event results, coach reports, school reports, or other sources. NFMSS does not guarantee that rankings, statistics, scores, or profile information will be complete, error-free, current, or inclusive of every athlete, team, school, game, or event. NFMSS reserves the right to review, edit, correct, remove, reject, reclassify, update, or decline content, rankings, submissions, profiles, statistics, media, or recognition features at any time.

7 User-Submitted Content

Users may be allowed to submit content including names, school information, team information, rosters, statistics, scores, photos, videos, highlights, profile information, articles, forms, documents, and other materials ("User Content"). By submitting User Content, you represent that you have all rights, permissions, licenses, school approvals, parent/guardian approvals, and consents necessary to submit the content and allow NFMSS to use it as described in these Terms and related consent forms. You agree not to submit content that is false, misleading, unauthorized, defamatory, harassing, discriminatory, obscene, sexually explicit, exploitative, threatening, invasive of privacy, infringing, illegal, unsafe, or harmful to minors or the organization.

8 License to Use Submitted Content

By submitting User Content, you grant NFMSS, In Time of Need, Inc., and authorized representatives a non-exclusive, royalty-free, worldwide license to use, display, publish, reproduce, edit, crop, format, distribute, archive, promote, and create derivative works from User Content for organizational, operational, educational, media, event, recognition, sponsor, public relations, archival, and promotional purposes. This license includes use on websites, social media, newsletters, flyers, event programs, sponsorship materials, rankings pages, athlete profiles, team profiles, press releases, videos, livestreams, and other official platforms or materials. For minors, additional parent/guardian consent may be required before certain information, images, videos, or personal data are displayed publicly.

9 Intellectual Property and Trademark Notice

The Sites, names, logos, graphics, designs, text, photos, videos, rankings formats, documents, templates, platform features, page layouts, and other materials owned or controlled by NFMSS or In Time of Need, Inc. are protected by intellectual property laws. NFMSS is a registered trademark with the United States Patent and Trademark Office (USPTO). You may not use the NFMSS name, logo, trademark, seal, branding, or confusingly similar marks without prior written permission. You may not copy, reproduce, scrape, republish, sell, modify, misrepresent, or commercially exploit any part of the Sites or Platforms without written authorization, except as expressly permitted by NFMSS.

10 Acceptable Use Rules

You agree that you will not use the Sites to harass, bully, threaten, exploit, stalk, impersonate, defame, abuse, or harm any student-athlete, parent, coach, school, official, sponsor, partner, staff member, volunteer, or user. You agree that you will not attempt to gain unauthorized access to any account, system, database, server, registration system, payment system, profile, roster, or restricted area of the Platforms. You agree not to upload malware, spam, phishing materials, automated scraping tools, bots, fake accounts, misleading data, or content that violates laws, school policies, youth safety standards, or these Terms.

11 Youth Safety, Sportsmanship, and Conduct

NFMSS serves middle school student-athletes and expects all users to support a safe, respectful, and appropriate environment. Users must not engage in bullying, hazing, harassment, discriminatory behavior, exploitation, inappropriate communications with minors, or any conduct that could harm students, schools, families, events, or the reputation of the organization. NFMSS may remove content, deny participation, restrict access, suspend accounts, revoke credentials, report concerns, or take other action when youth safety, student privacy, event integrity, or organizational reputation may be at risk.

12 Privacy and Children's Privacy

Use of the Sites is also governed by applicable Privacy Policies, Children's Privacy Policies, COPPA-related consent forms, media release forms, athlete profile consent forms, school data authorization forms, and other consent documents used by NFMSS. Parents/legal guardians may request review, correction, limitation, deletion, or removal of certain minor information from official platforms by contacting NFMSS in writing. Removal from third-party websites, screenshots, search engines, archived content, printed materials, or reposted content may not always be possible.

13 Payments, Memberships, Registrations, and Refunds

Certain memberships, event registrations, sponsorships, vendor fees, school participation fees, digital services, or other offerings may require payment. All fees, deadlines, payment terms, cancellation terms, credits, refunds, and restrictions will be stated in the applicable registration form, invoice, membership agreement, event agreement, sponsorship agreement, or refund/credit policy. Unless otherwise stated in a written agreement or official policy, registration and membership payments are subject to NFMSS policies and may not be refundable. Credits, transfers, or rescheduling may be handled according to the applicable event or membership terms.

14 Sponsors, Partners, and Third-Party Links

The Sites may include sponsor logos, partner information, vendor information, advertising, sponsored content, or links to third-party websites. Sponsor or partner placement does not mean NFMSS endorses every product, service, statement, or practice of that third party. NFMSS is not responsible for third-party websites, policies, products, services, payment systems, content, or privacy practices. Users should review third-party terms and privacy policies before interacting with external websites or services.

15 No Professional Advice

Content on the Sites is provided for general informational, promotional, educational, event, recognition, and sports-related purposes. It is not medical, legal, tax, financial, recruiting, athletic eligibility, school compliance, or professional advice. Users should consult qualified professionals, schools, athletic associations, medical providers, legal counsel, or other appropriate experts when needed.

16 No Guarantee of Results, Exposure, or Recognition

Use of the Sites, creation of a profile, participation in an event, membership in NFMSS, or submission of statistics does not guarantee rankings, media coverage, scholarships, recruiting attention, team selection, awards, event invitations, sponsorships, college opportunities, school approval, or any specific outcome.

17 Content Removal, Corrections, and Takedown Requests

NFMSS may remove, edit, correct, restrict, or decline content at any time. If you believe content is inaccurate, unauthorized, violates privacy, infringes rights, or raises youth safety concerns, contact the organization in writing and provide enough information to review the request. Content Review / Removal Contact: compliance@nfmss.org

18 Termination or Suspension of Access

NFMSS may suspend, terminate, restrict, or deny access to the Sites, accounts, profiles, registrations, submissions, or event participation at any time if a user violates these Terms, submits unauthorized or harmful content, misrepresents authority, fails to pay required fees, creates youth safety concerns, harms the organization, or engages in conduct inconsistent with the mission of NFMSS.

19 Disclaimer of Warranties

The Sites and Platforms are provided on an "as is" and "as available" basis. NFMSS and In Time of Need, Inc. do not guarantee that the Sites will be uninterrupted, secure, error-free, current, complete, accurate, or free from harmful components. To the maximum extent permitted by law, all warranties, express or implied, are disclaimed.

20 Limitation of Liability

To the maximum extent permitted by law, NFMSS, In Time of Need, Inc., and their directors, officers, staff, contractors, volunteers, representatives, partners, sponsors, and agents shall not be liable for indirect, incidental, consequential, special, punitive, exemplary, or similar damages arising from use of or inability to use the Sites, content, profiles, rankings, statistics, events, registrations, third-party links, or submissions. Nothing in these Terms is intended to limit liability where such limitation is prohibited by applicable law.

21 Indemnification

You agree to defend, indemnify, and hold harmless NFMSS, In Time of Need, Inc., and their directors, officers, staff, contractors, volunteers, representatives, partners, sponsors, and agents from and against claims, damages, losses, liabilities, costs, and expenses arising from your use of the Sites, your submitted content, your violation of these Terms, your violation of another person's rights, your lack of authority to submit information, or your violation of applicable law or policy.

22 Changes to These Terms

NFMSS may update these Terms from time to time. Updated Terms may be posted on the Sites with a new effective date. Continued use of the Sites after changes are posted means you accept the updated Terms.

These Terms shall be governed by the laws of the State of Georgia, without regard to conflict of law principles, unless another jurisdiction is required by applicable law. Any legal action related to these Terms or the Sites shall be brought in a court of competent jurisdiction in Georgia, unless otherwise required by law or a written agreement.

For questions about these Terms, website content, athlete profiles, data removal, sponsorship, school membership, or media permissions, contact: National Federation of Middle School Sports (NFMSS) Website: www.nfmss.org Email: compliance@nfmss.org Phone: (404) 477-8781 Effective Date: June 23, 2026 • Governing Law: State of Georgia

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