

Bay FC Group Deposits Terms and Conditions

Last Updated: August 19, 2026

These Bay FC Group Deposits Terms and Conditions (these “**Deposit Terms**”) apply to each deposit submitted to Bay FC in connection with the opportunity to purchase Group Tickets to one or more Bay FC home matches during the applicable NWSL regular season (a “**Group Ticket Deposit**”). By submitting a Group Ticket Deposit, the person or entity submitting the deposit (“**you**” or “**Depositor**”) agrees to these Deposit Terms, **INCLUDING THE ARBITRATION PROVISION, JURY TRIAL WAIVER AND CLASS ACTION WAIVER CONTAINED HEREIN. THE ARBITRATION PROVISION SET FORTH IN THESE DEPOSIT TERMS MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR BAY FC RESOLVE ANY DISPUTE OR CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT.**

1. Purpose of Group Ticket Deposit. A Group Ticket Deposit provides you with priority status for a potential opportunity to purchase eligible group tickets for certain Bay FC events, subject to availability and these Deposit Terms. A Group Ticket Deposit **does not** guarantee that you will receive an offer to purchase Group Tickets, nor does it guarantee the availability of any particular event, seating location, ticket quantity, price, benefits, fan experience, or other ticket product. Bay FC will determine, in its discretion, the events, ticket products, seating locations, quantities, prices, benefits, priority order, and other terms available to depositors. For purposes of these Deposit Terms, “**Group Tickets**” means tickets purchased in quantities of at least ten (10) tickets, or such other minimum quantity as Bay FC may establish in its discretion.

2. Priority Access and Availability. Subject to availability and these Deposit Terms, Bay FC may provide Depositors with priority access to certain opportunities to purchase Group Tickets before those opportunities are offered to the general public (“**Priority Access**”). “**Events**” means events made available by Bay FC for Group Ticket purchase, which may include Bay FC home matches, regular-season matches, playoff matches, non-league friendly matches, and other events offered by Bay FC in its discretion. You will have Priority Access only while you maintain a Group Ticket Deposit on file with Bay FC of at least \$50.00, or such other amount as Bay FC may communicate to you in writing. Bay FC may use the date and time of your Group Ticket Deposit, the requested ticket quantity, your existing ticket-account status, availability, and other factors determined by Bay FC to establish priority for Group Ticket opportunities. Bay FC does not represent, warrant, or guarantee that you will receive first-priority access, that Group Tickets will be available for any particular Event, or that any particular ticket quantity, seating location, price point, benefit, or fan experience will be available. Group Ticket opportunities may be processed only after applicable renewal periods, member presales, league requirements, venue holds, partner commitments, and other priority ticket programs.

3. Application of Deposit; Purchase Deadline. If Bay FC offers you the opportunity to purchase eligible Group Tickets, you may apply your Group Ticket Deposit toward the purchase price of those Group Tickets, provided that you complete the purchase and satisfy all payment requirements by the deadline communicated by Bay FC (the “**Purchase Deadline**”). The Purchase Deadline may vary based on the Event, ticket quantity, seating availability, account status, or other circumstances. Bay FC may communicate a Purchase Deadline through your ticket account, by email, or through another method selected by Bay FC. All Group Ticket purchases are subject to separate ticketing, account, venue, league, event-entry, fan-experience, and other applicable terms and conditions made available at the time of purchase, including the [Bay FC Ticketing Terms and Conditions](#), Bay FC fan code of conduct, and any group sales fan-experience program terms and conditions separately provided by Bay FC.

4. Non-Refundable Deposit; Deposit Credit; Three (3) Year Limitation. Except as required by applicable law or expressly stated otherwise by Bay FC in writing, Group Ticket Deposits are non-refundable. If Bay FC offers you the opportunity to purchase eligible Group Tickets and you do not apply your Group Ticket Deposit toward that purchase on or before the applicable Purchase Deadline, your Group Ticket Deposit will not be refunded. Instead, Bay FC may retain the Group Ticket Deposit as a credit (the “**Deposit Credit**”) that may be used only toward eligible Bay FC Group Ticket purchases identified by Bay FC, subject to availability and any additional terms Bay FC may establish. Unless Bay FC communicates a different expiration date in writing, a Deposit Credit must be used within three (3) years after the date of your initial Group Ticket Deposit. Any unused portion of a Deposit Credit will expire and be forfeited at the end of that three-year period, except as otherwise required by applicable law. A Deposit Credit has no cash value and may not be redeemed for cash, sold, assigned, transferred, exchanged, or otherwise conveyed without Bay FC’s prior written consent.

5. Failure to Complete Purchase. If Bay FC offers you an eligible Group Ticket purchase opportunity and you decline the offer, fail to respond by the applicable Purchase Deadline, fail to make a required payment, fail to accept applicable ticket terms, or otherwise do not complete the purchase requirements, Bay FC may cancel the purchase opportunity and make the applicable tickets available to another customer. In those circumstances, your Group Ticket Deposit will remain non-refundable and will be handled as a Deposit Credit only if and to the extent provided in Section 4 above.

6. Payment Authorization. By submitting a Group Ticket Deposit, you represent and warrant that you have the authority to use the payment method provided and authorize Bay FC and its authorized ticketing and payment-processing providers to charge the applicable deposit amount. You are responsible for ensuring that your payment and account information is accurate and current. If a payment is declined, reversed, disputed, returned, or otherwise not received, Bay FC may cancel or suspend your Group Ticket Deposit and any associated Group Ticket purchase opportunity.

7. Communications and Account Information. You are responsible for maintaining accurate contact and account information, including your current email address, phone number, and payment information. Bay FC may communicate with you regarding your Group Ticket Deposit, Group Ticket availability, purchase opportunities, deadlines, payment requirements, and related matters using the contact information associated with your Bay FC ticket account. Bay FC is not responsible for a missed communication resulting from inaccurate contact information, email filtering, technical issues, or other circumstances outside Bay FC’s reasonable control.

8. No Transfer or Resale. A Group Ticket Deposit, Deposit Credit, and any related purchase opportunity are personal to the Depositor and may not be sold, assigned, transferred, exchanged, or otherwise conveyed without Bay FC’s prior written consent. Bay FC may cancel a Group Ticket Deposit, Deposit Credit, or purchase opportunity if Bay FC determines that it was transferred, offered for sale, used for commercial purposes, or otherwise used in violation of these Deposit Terms or applicable ticket terms.

9. Bay FC Rights. Bay FC reserves the right, in its discretion and to the extent permitted by applicable law, to accept, reject, cancel, suspend, limit, or modify any Group Ticket Deposit, Deposit Credit, ticket offer, ticket allocation, seating assignment, fan experience, or purchase opportunity. Bay FC may exercise these rights for reasons including suspected fraud; inaccurate, false, deceptive, or misleading account information; payment issues; violation of these Deposit Terms or other applicable ticket terms; ticketing-system errors; ticket inventory limitations; venue or league requirements; safety considerations; or other operational reasons.

10. Additional Ticket Terms. Any ticket purchase made in connection with a Group Ticket Deposit is subject to all applicable Bay FC ticket terms, ticket-account terms, venue policies, league

policies, event-entry conditions, and other terms provided or referenced at the time of purchase. If there is a conflict between these Deposit Terms and the terms governing a completed ticket purchase, the terms governing the completed ticket purchase will control with respect to that purchase.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF BAFC TEAM OPERATOR, LLC, BAFC HOLDINGS, LLC, PAYPAL PARK, THE NATIONAL WOMEN'S SOCCER LEAGUE, AND EACH OF THEIR RESPECTIVE AFFILIATED ENTITIES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, AND CONTRACTORS (COLLECTIVELY, THE "**BAY FC PARTIES**") FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR GROUP TICKET DEPOSIT, INCLUDING BREACH OF CONTRACT, IS LIMITED TO THE AMOUNT OF THE APPLICABLE GROUP TICKET DEPOSIT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE BAY FC PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

12. Changes to Deposit Terms. Bay FC may amend, supplement, suspend, or terminate these Deposit Terms at any time, to the extent permitted by applicable law. Bay FC may provide notice of changes by posting updated terms on its website or ticketing platform, by email, or through another reasonable method. Changes will be effective on the date stated in the updated terms or notice. Your continued maintenance of a Group Ticket Deposit, use of a Deposit Credit, or participation in a Group Ticket purchase opportunity after the effective date of updated terms constitutes acceptance of the updated terms.

13. Governing Law. Except as set forth in the Arbitration Agreement below, this Agreement shall be governed by the laws of the state of California applicable to agreements made and to be performed entirely in California, without regard to any conflicts of laws principles thereof.

14. Individual Arbitration Agreement and Class Action Waiver ("Arbitration Agreement")

a. Any and all claims and disputes whatsoever, including, but not limited to those relating in any way to this Agreement and/or any season tickets, memberships, season ticket plans, payment plans, invoices, games, marketing efforts, promotions, or any of our dealings with one another during any current or future season ("**Claims**"), including for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, shall exclusively be resolved 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.

b. By agreeing to be bound by this Arbitration Agreement, 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 Bay FC and You would otherwise have if either went to court will not be available or will be more limited in arbitration, including the right to appeal. Bay FC and You each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, **BAY FC AND YOU ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL ON ANY CLAIM. IF EITHER PARTY COMMENCES 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.** Neither the American Arbitration Association ("**AAA**"), which shall administer the arbitration, nor the arbitrator may consolidate the claims of multiple parties.

c. Arbitrations shall be administered by the AAA pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If the 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 San Francisco, California. 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 Bay FC and You 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. Bay FC and You agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to those You permit to use Your tickets and relevant Bay FC 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.

d. Notwithstanding any other provision herein, You and Bay FC may each seek relief in a small claims court for Claims within its jurisdiction. In addition, either party 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 this Agreement and any related agreement, Your fulfillment or default of Your obligations under this Agreement or any related agreement, and/or Your or Bay FC's bankruptcy or insolvency (to the extent permitted by applicable law).

e. **YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW.** If You do not wish to be bound by this Arbitration Agreement, You must notify Bay FC in writing within sixty (60) days after the date You agree to these Deposit Terms. You must send my request to: Bay FC, Attn: Legal Department, 609 Mission St, San Francisco, CA 94105. The request must include Your full name, address, account number, and the statement to the effect of "I reject the Arbitration Agreement contained in Bay FC's Season Ticket Terms and Conditions." If You exercise Your right to reject arbitration, the other terms of Bay FC's Season Ticket Terms and Conditions shall remain in full force and effect as if You had not rejected arbitration.

15. Communications Consent: By providing Your telephone number(s) and email address, You expressly consent to receive communications from Bay FC, including but not limited to autodialed calls, prerecorded messages, and text messages (SMS/MMS), at any telephone number You provide, and emails at any email address You provide, for purposes of: (i) servicing Your account; (ii) providing notices and invoices relating to this Agreement; (iii) marketing Bay FC or related events, merchandise, and services; and (iv) promoting NWSL and Bay FC sponsor offerings. Standard message and data rates may apply. You may opt-out of marketing communications at any time by following the unsubscribe instructions in such communications, but You may not opt-out of transactional communications relating to Your account, payments, or this Agreement.

16. Miscellaneous. These Deposit Terms reflect the entire agreement of the parties with respect to the matters provided for herein. Your personal information will be collected, processed and used in accordance with Bay FC's Privacy Policy at [Privacy Policy](#).