

Bay FC Suite Deposits Terms and Conditions

Last Updated: August 19, 2026

These Bay FC Suite Deposit Terms and Conditions (these “**Deposit Terms**”) apply to each deposit submitted to Bay FC in connection with the opportunity to rent one or more suites or other premium spaces for eligible Bay FC events (a “**Suite Deposit**”). By submitting a Suite Deposit, the person or entity submitting the deposit, on behalf of itself and any organization, legal entity, or other group it purports to represent (collectively, “**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 Suite Deposit. A Suite Deposit provides you with priority status for a potential opportunity to obtain a license to use one or more suites or other premium spaces for eligible Bay FC events, subject to availability and these Deposit Terms. A Suite Deposit does not guarantee that you will receive an offer to obtain a Suite License, nor does it guarantee the availability of any particular event, suite, premium space, seating location, ticket quantity, price, benefits, term, or other premium product. Bay FC will determine, in its discretion, the events, premium products, suite or premium-space locations, capacities, prices, benefits, priority order, and other terms available to depositors. For purposes of these Deposit Terms, a “**Suite License**” means a license to use one or more suites or other premium spaces for an eligible Event, whether for a single Event, multiple Events, an entire season, or another license term made available by Bay FC.

2. Priority Access and Availability. Subject to availability and these Deposit Terms, Bay FC may provide Depositors with priority access to certain opportunities to obtain a license to use a suite or other premium space before those opportunities are offered to the general public (“**Priority Access**”). “**Events**” means events made available by Bay FC for Suite License purchase, which may include Bay FC home matches, regular-season matches, playoff matches, non-league friendly matches, entire National Women’s Soccer League (“**NWSL**”) seasons, and other events offered by Bay FC in its discretion. You will have Priority Access only while you maintain a Suite Deposit on file with Bay FC of at least one thousand dollars (\$1,000.00), or such other amount as Bay FC may communicate to you in writing. Bay FC may use the date and time of your Suite Deposit, the requested Suite License, your existing ticket-account status, availability, and other factors determined by Bay FC to establish priority for Suite License opportunities. Bay FC does not represent, warrant, or guarantee that you will receive first-priority access, that any Suite License will be available for any particular Event or number of Events, or that any particular suite, premium space, price point, benefit, or license term will be available. Suite License opportunities may be processed only after applicable renewal periods, existing premium-space-holder opportunities, member presales, league requirements, venue holds, partner commitments, and other priority programs.

3. Application of Deposit; Suite License Deadline. If Bay FC offers you the opportunity to enter into an eligible Suite License, you may apply your Suite Deposit toward the applicable Suite License fee, provided that you execute the applicable suite license agreement and satisfy all payment requirements by the deadline communicated by Bay FC (the “**Suite License Deadline**”). The Suite License Deadline may vary based on the Event, Suite License type, suite or premium-space availability, license term, account status, or other circumstances. Bay FC may communicate the Suite License Deadline through your ticket account, by email, or through another method selected by Bay FC. All Suite Licenses, including any Suite License for a term of three (3) or more NWSL seasons (a “**Multi-Season Suite License**”), are subject to the execution of a separate single-event, multi-event, season, multi-season, or other applicable suite license

agreement. Each Suite License also will be subject to applicable ticketing, account, venue, league, event-entry, and other terms and conditions provided or referenced at the time of the Suite License.

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, Suite Deposits are non-refundable. If Bay FC offers you the opportunity to enter into an eligible Suite License and you do not apply your Suite Deposit toward that Suite License on or before the applicable Suite License Deadline, your Suite Deposit will not be refunded. Instead, Bay FC may retain the Suite Deposit as a credit (the “**Deposit Credit**”) that may be used only toward eligible Bay FC Suite Licenses 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 Suite 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 Suite License. If Bay FC offers you an eligible Suite License opportunity and you decline the offer, fail to respond by the applicable Suite License Deadline, fail to execute the applicable suite license agreement, fail to make a required payment, fail to accept applicable terms, or otherwise do not complete the Suite License requirements, Bay FC may cancel the Suite License opportunity and make the applicable suite or premium space available to another customer. In those circumstances, your Suite 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 Suite Deposit, you represent and warrant that you have the authority to use the payment method provided and to bind any organization, legal entity, or group on whose behalf you submit the Suite Deposit. You 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 Suite Deposit and any associated Suite License 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 Suite Deposit, Suite License availability, Suite License 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 Suite Deposit, Deposit Credit, and any related Suite License 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 Suite Deposit, Deposit Credit, or Suite License 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 suite license or 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 Suite Deposit, Deposit Credit, Suite License offer, suite or premium-space allocation, seating assignment, benefit, or Suite License 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 suite license or ticket terms; ticketing-system errors; availability limitations; venue or league requirements; safety considerations; or other operational reasons. Bay FC may require Depositors to maintain a legitimate permanent address within 200 miles of San Francisco. Bay FC may discontinue the Suite Deposit and Priority Access program at any time by providing notice to you by email or another written method. If Bay FC discontinues the program, you will no longer have Priority Access; however, Bay FC will continue to hold your Suite Deposit on file and you may apply it toward eligible Suite Licenses, subject to availability and these Deposit Terms.

10. Additional Suite License and Ticket Terms. Any Suite License obtained in connection with a Suite Deposit is subject to the applicable suite license agreement and 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 the Suite License. If there is a conflict between these Deposit Terms and the terms governing a completed Suite License, the terms governing the completed Suite License will control with respect to that Suite License.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF BAFCTEAM OPERATOR, LLC, BAFCTEAM 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 SUITE DEPOSIT, INCLUDING BREACH OF CONTRACT, IS LIMITED TO THE AMOUNT OF THE APPLICABLE SUITE 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 Suite Deposit, use of a Deposit Credit, or participation in a Suite License opportunity after the effective date of updated terms constitutes acceptance of the updated terms.

13. 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.

14. Miscellaneous. These 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](#).