



TERMS OF USE

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LFG Sports.AI, LLC d/b/a LFG Sports.AI (“LFG Sports.AI”, “we”, “our”, “us”) welcomes you to the LFG Sports.AI Platform (including Software Application(s), Website(s) and Services) and invites you to access and use our proprietary Platform (including Software Application(s), Website(s) and Services) (collectively, the “Platform” or “Service”), which allow users to participate in betting predictions, link to betting sites, sync and share their betting activity with others and chat in groups regarding their activities, all of which is subject to and conditioned upon users’ acceptance of and compliance with all the terms, conditions and notices contained or referenced herein (the “Terms of Use” or “Terms”) (which may be updated from time to time without notice), as well as any other written agreement between us and you. By accessing and using the Services or materials on the Platform, users are subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those set forth herein. Capitalized terms not defined in these Terms of Use shall have the same meaning as set forth in our Privacy Policy (the “Privacy Policy”), which Policy is incorporated into and forms a part of these Terms. The term “you” refers to the person or entity accessing and using our Services.

YOU ACKNOWLEDGE AND AGREE THAT BY BROWSING OR USING THE CONTENT, SERVICES AND TOOLS OFFERED BY THE COMPANY, YOU HAVE AGREED, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THESE TERMS OF USE AND ANY ADDITIONAL TERMS THAT MAY APPLY. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICE.

LFG SPORTS.AI IS INTENDED FOR ADULT USERS ONLY; YOU MUST BE AT LEAST 18 YEARS OLD TO USE THE SERVICE. IT IS THE RESPONSIBILITY OF THE USER TO ENSURE GAMBLING IS LEGAL IN HIS/HER JURISDICTION. LFG SPORTS.AI DOES NOT CONDONE UNDERAGE GAMBLING. THE INFORMATION ON LFG SPORTS.AI PLATFORM SHOULD BE USED FOR ENTERTAINMENT PURPOSES ONLY. IF YOU OR SOMEONE YOU KNOW HAS A GAMBLING PROBLEM AND WANTS HELP, CALL 1-800-GAMBLER.

THIS SERVICE IS PROVIDED WITH ABSOLUTELY NO GUARANTEE OF PROFIT. LFG SPORTS.AI WILL TRY TO SUPPLY YOU WITH THE BEST INFORMATION AVAILABLE TO USE. HUMAN ERROR CAN OCCUR IN THE DATA. ALTHOUGH WE WILL TRY OUR BEST TO ENSURE YOU ARE RECEIVING THE MOST ACCURATE DATA, WE CANNOT GUARANTEE THAT THE MOST UP-TO-DATE DATA IS ALWAYS PRESENTED. LFG SPORTS.AI ASSUMES NO LIABILITY WHATSOEVER FOR INACCURATE DATA.

IF YOU USE DATA FROM THE LFG SPORTS.AI PLATFORM TO MAKE A WAGER, PLEASE ONLY BET AMOUNTS THAT YOU CAN AFFORD TO USE.

LFG SPORTS.AI IS NOT AND SHOULD NOT BE CONSIDERED A SPORTSBOOK. LFG SPORTS.AI DOES NOT FUNCTION AS THE COUNTER-PARTY TO ANY WAGER, DOES NOT SET LINES, DOES NOT ESCROW CUSTOMER FUNDS AND DOES NOT PAY OUT CUSTOMERS FOR SUCCESSFUL WAGERS.

IMPORTANT: Carefully read these Terms prior to accessing or using our Platform and Services, as they affect your legal rights and obligations (sections below titled “Binding Arbitration” and “Class Action Waiver” contain a binding arbitration agreement and waiver of your rights to class action lawsuit, which affect your legal rights).



1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

- a. The Platform and Services are designed and intended for adult use only, not for people under the legal age required for betting in their jurisdiction (commonly 21 years old, however this varies by jurisdiction).
- b. By clicking the “accept” button, completing this registration process and using the LFG Sports.AI Platform and Services, you acknowledge, understand and agree:
 - i. to be legally bound by these Terms of Use;
 - ii. that you are older than the minimum age for permissible use of the Platform in your jurisdiction;
 - iii. that you are legally allowed to engage in these activities in your jurisdiction; and
 - iv. that you have read and are bound by these Terms of Use, as well as any other usage agreement of LFG Sports.AI that may govern your conduct.
- c. If you do not agree with all the terms and conditions contained in these Terms of Use or our Privacy Policy (which is incorporated herein by reference), you may NOT access or use the LFG Sports.AI Platform or Services. Your remedy for dissatisfaction with the Platform, Services or any products, services, content or other information available on or through the Platform is to stop using the Platform and/or any products or services. Your agreement regarding compliance with these Terms of Use becomes effective immediately upon commencement of your access and use of the Platform and/or Services.
- d. As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors and advertisers, as well as (without limitation) all parties involved in creating, producing and/or delivering the Platform and/or its contents.
- e. Collecting personal information from children under the age of 18 years old (“minor children”) through the Platform and Services is prohibited; minor children are expressly prohibited from using the site and we ask that no personal information regarding same be submitted to us and no content of any user should be directed toward minor children.

2. DESCRIPTION OF SERVICES

- a. We make various Services available on our Platform including, but not limited to, sports betting information, reviews, news, analysis, forums and other content and like services. You are responsible for providing, at your own expense, all equipment necessary to use the Services, including (but not limited to) a computer, modem and internet access (including payment of all fees associated with such access).
- b. Our Platform does not accept real money wagers.
- c. There are no guarantees that tips or analysis provided on our Platform will result in success or profit; all such tips are the opinions of the respective authors’, and all users are encouraged to use any such information to form their own opinion regarding the outcome of an event.
- d. The content, odds, services and information on our Platform are intended to be used for information and entertainment purposes only; we do not recommend or endorse illegal or irresponsible gambling and advise all users to be aware of and respect the laws regarding betting in your jurisdiction, and to always bet within your means.

3. MEMBER ACCOUNT REGISTRATION, DATA & PRIVACY, SUBSCRIPTIONS

- a. To access the Platform, you must register with us and become a member (“Member”), which will request certain information and data (“Registration Data”), and you will further be expected to maintain and update your Registration Data as required.
- b. When registered as a Member, you will be allowed to:
 - i. create a profile;
 - ii. create and join groups and channels for exchanging betting ideas with other Members;
 - iii. track and manage your betting activity;
 - iv. sign up for/receive alerts when Members post User Content (defined below) or make investments;
 - v. share your investment information and post commentary and other content (collectively, “User Content”); and



vi. contact us via email.

- c. We are under no obligation to accept any individual as a Member and may accept or reject any registration in our sole and exclusive discretion.
- d. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required to keep it current, complete and accurate.
- e. By registering, you also grant us the right to disclose certain Registration Data to third parties; all information obtained through your use of the Platform and Services (including Registration Data) is subject to our Privacy Policy, which is specifically incorporated into these Terms of Use by reference.

4. SUBSCRIPTIONS

- a. Certain parts of the Services offered by LFG Sports.AI may be offered on a subscription basis (“Subscription(s)”) with payment through Stripe (or a like payment platform), but many subscriptions and in-app purchases may require purchasing directly through third party payment services such as apps purchased from Google (Google Play) or Apple (App Store), who will handle payments for same.. For any Subscription, you will be billed in advance on a recurring and periodic basis (“Billing Cycle”), which Billing Cycle will be determined by the subscription plan you select; **at the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you or LFG Sports.AI cancels the Subscription.**
- b. To process the payment for any Subscription selected, a valid payment method (e.g., credit card) is required, therefore, you must provide accurate and complete billing information, including full name, address, city, state, zip code, telephone number and a valid payment method. Upon submitting this payment information, you are authorizing LFG Sports.AI to charge all Subscription fees incurred through your account to the provided payment method.
- c. If automatic billing should fail, LFG Sports.AI may issue an electronic invoice notifying you of same and that you must manually pay in full as indicated on the invoice by a certain payment deadline.

5. SUBSCRIPTION REFUNDS

- a. For Services provided on the Platform, payment may be handled by the Company through “Stripe” (or a similar payment processor). However, many subscriptions and in app purchases are purchased through third-party services such as apps purchased from Google (Google Play) or Apple (App Store) who will handle all payments for same; any refunds said Services may be sought through the individual refund policy of such respective app service.
- b. While you may cancel your subscription at any time, LFG Sports.AI does not guarantee refunds for any Subscription; payments are nonrefundable and there are no refunds or credits for partially used billing periods. However, we may, at our sole and exclusive discretion, consider Subscription refund requests on a case-by-case basis (with any refunds being granted at our sole and exclusive discretion).

6. FREE TRIALS

- a. LFG Sports.AI may from time to time (in its sole and exclusive discretion) offer a free trial of certain paid portions of its Platform and Services for a limited time (“Free Trial”). In such cases, you may be required to enter full billing information to sign up for the Free Trial; upon providing such information for the Free Trial, you will not be charged until expiration of the Free Trial Period.
- b. If you fail to cancel the Subscription prior to the last day of the Free Trial expiration, on the last day of the Free Trial you will be automatically charged the applicable subscription fees for the type of subscription you selected. Once a charge is made, there is no refund available and you will need to follow the cancellation process to avoid being charged at the completion of your current billing period.
- c. At any time, and without notice to you, LFG Sports.AI reserves the sole and exclusive right, at any time and without notice, to:
 - i. Modify the terms and conditions of the Free Trial offer; or



- ii. Cancel any such Free Trial offer.

7. **FEE CHANGES**

- a. LFG Sports.AI reserves the right, at any time and in our sole and exclusive discretion, to modify subscription fees for the Subscriptions.
- b. Any subscription fee modification will be effective at the end of the billing cycle.
- c. Notice will be set forth upon accessing the Platform and/or sent to the email address you provided to us prior to any change in subscription fees becoming effective, such notice will give each subscriber the opportunity to cancel the subscription prior to the subscription fee change becoming effective.
- d. Should you continue to utilize the Platform and Service after a subscription fee change, you agree to pay the modified subscription fee amount.

8. **MULTI-ACCOUNT USAGE PROHIBITED**

- a. LFG Sports.AI strictly prohibits multi-account usage on our Platform (i.e., creating or using more than one account per person). We only allow one account per person and all accounts created are non-transferable and intended for personal use only; any attempt to transfer, sell, buy or collude on multiple accounts is prohibited (if we suspect multiple accounts under common control, LFG Sports.AI may in its sole and exclusive discretion suspend or permanently terminate all such accounts under common control).

9. **COMMUNITY CONDUCT AND GUIDELINES**

- a. Within LFG Sports.AI's community, we require mutual respect and that all users follow the community rules and treat others in such a way as they would like to be treated. Your use of the Platform is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Platform. Specifically, and in addition, users agree that they will not upload, share, post or otherwise distribute or facilitate distribution of any content (including text, communications, software, images, sounds, data or other information) that:
 - i. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group), or otherwise violates LFG Sport.AI's rules or policies.
 - ii. Victimizes, harasses, degrades or intimidates an individual or group of individuals based upon religion, gender, sexual orientation, race, ethnicity, age or disability.
 - iii. Infringes on any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party.
 - iv. Constitutes unauthorized or unsolicited advertising, junk or bulk email (i.e., "Spamming"), chain letters, any other forms of unauthorized solicitation or any form of lottery or gambling.
 - v. Contains software viruses or any other computer code, files or programs designed or intended to disrupt, damage, limit the functioning of, interfere with or attempt to interrupt the proper operation of the Platform by any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means.
 - vi. Impersonates any person or entity, including any LFG Sports.AI employees or representatives.
- b. You further agree:
 - i. You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Platform.
 - ii. You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of,



and solely to the extent necessary for, creating publicly-available searchable indices of the materials, but not caches or archives of such materials.

- iii. You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure. Please let us know about inappropriate content or if you find anything that violates our community guidelines so we can review it.
- c. We neither endorse nor assume liability for the contents of any material uploaded or submitted by third-party users of the Platform and Services, and generally do not pre-screen, monitor or edit content posted by users. However, we and our agents reserve the right, in our sole and absolute discretion, to deny you access to the Platform or any portion thereof, remove your access to and use of the Services and/or remove any of your content in the event that we consider your statements or conduct to be inaccurate, illegal, harmful, obscene, defamatory, threatening, infringing on intellectual property rights, invasive of privacy, injurious, objectionable or otherwise in violation of these Terms of Use or applicable law. We are not responsible for any failure or delay in removing any such content, and you hereby consent to such removal and waive any claim against us arising out of any such content removal.
- d. You may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server; you must not interfere with anyone's use and enjoyment of the Platform or services (users violating systems or network security may incur criminal and civil liability).
- e. We may at any time, and at our sole discretion, terminate a membership, account or other affiliation with our Platform without prior notice for violating any of the above provisions; and you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities investigating suspected criminal violations.

10. INTELLECTUAL PROPERTY

- a. The Platform contains material, such as information, data, software, communications, text/words, titles, phrases, logos, photos, images, illustrations, artwork, video, designs, graphics, music, sound recordings, audiovisual works, message boards, chat, trademarks and other material and services provided by or on behalf of LFG Sports.AI (collectively, the "Content") that can be viewed by users on our Platform. The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, service mark, patents or other proprietary rights and laws. You have no rights in or to the Content, and you will not use the Content except as expressly permitted under these Terms of Use. No other use is permitted without prior written consent from us or the specific content provided. You may not sell, transfer, assign, license, sublicense, or modify the Content or copy, reproduce, modify, republish, upload, post, transmit, distribute, display, publicly perform, make derivative works based upon or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of these Terms of Use, your permission to access and/or use the Content and the Platform automatically terminates, and you must immediately destroy any copies you have made of the Content.
- b. The trademarks, service marks, and logos of LFG Sports.AI ("LFG Sports.AI Trademarks") used and displayed on the Platform are our registered and unregistered trademarks or service marks. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with the LFG Sports.AI Trademarks, the "Trademarks"). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each use. Use of the Trademarks as part of a link to or from any site is prohibited unless we approve establishment of the link in advance in writing. All goodwill generated from use of the LFG Sports.AI Trademarks inures to our benefit. No Content may be retransmitted without our express, written consent for each instance.



11. COMMUNICATING WITH US; USER SUBMISSIONS; AND PUBLICITY

- a.** As noted above, we encourage you to submit User Content and communicate with us and other Members; however, you are prohibited from submitting any User Content or other information that contains confidential or non-public information. Subject to our Privacy Policy, with respect to all communications or materials that you transmit to the Platform or us concerning LFG Sports.AI, our Platform or otherwise (including, but not limited to, feedback, questions, comments, suggestions) will be treated as non-confidential and non-proprietary, such that we will be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever (including, but not limited to, the development, production, and marketing of products and services that incorporate such information) without compensation or attribution to you. While you retain all copyrights and other intellectual property rights in and to your User Content, you do, however, grant us and our agents and affiliates a non-exclusive, worldwide, royalty-free, perpetual license, with the right to grant sublicenses, to use, copy, publicly display, distribute, publish, compile, combine with other content, translate, adapt, modify (solely to conform such User Content to the technical requirements of the Platform), publicly perform and otherwise use all User Content you provide to us in any media now known or hereafter devised solely in connection with providing the functionalities of the Platform, and the right, but not the obligation, to reproduce and use any such User Content, including, without limitation, your name, image, likeness, photograph, and Sign-In Name to advertise and promote the Platform and/or LFG Sports.AI. Without limiting the foregoing, you acknowledge and agree that uses of your User Content, name, image, likeness, photograph, and Sign-In Name permitted by the foregoing rights and licenses may include the display of such materials adjacent to advertising and other material or content, including for profit.
- b.** Each submission of User Content to us constitutes a representation and warranty to LFG Sports.AI that it is your original creation, you otherwise have the right to provide it or you have the rights necessary to grant the license to the User Content under this Section, and that it and its use by LFG Sports.AI and its content partners as permitted by this Agreement does not and will not infringe or misappropriate intellectual property, privacy, publicity, or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates Applicable Law or our community guidelines.
- c.** We may make email, messaging, blogging or chat services communications available to users of our Platform, either directly or through third parties; we may further make available supplemental agreements characterizing our relationship with users that may include these terms. We will not inspect or disclose the contents of private Communications except with consent of the sender or recipient, or as otherwise required by law, court or government order (see our Privacy Policy for more information). We may employ automated monitoring devices or techniques to protect users from mass unsolicited “spam” communications or other electronic communications inconsistent with our purpose, however, such techniques and devices are not perfect; we will not be responsible for any legitimate communication that is blocked or not blocked (if unsolicited). If you exceed the maximum permitted storage space of a mailbox, we may employ automated devices that delete or block email messages that exceed the limit of the storage capacity (we will not be responsible for any such deleted or blocked messages).
- d.** We respect the intellectual property of others, such that if any user of the Platform believes its copyright, trademark or other property rights have been infringed by a posting on the Platform, the user should send a notification to our Designated Agent (see below) immediately, which notification **MUST** include:
 - i.** Identify in sufficient detail the copyrighted work the user believes has been infringed upon or other information sufficient to specify the copyrighted work allegedly being infringed.
 - ii.** Identify the material the user claims is infringing the copyrighted work allegedly being infringed.
 - iii.** Provide any available information sufficient to permit us to notify the owner/administrator of the allegedly infringing site or content (i.e., email address).
 - iv.** Include the following statement: “I swear, under penalty of perjury, that the information in the foregoing notification is accurate and that I am the copyright owner or authorized to act on the behalf of the owner of an exclusive right I allege is being infringed upon.”



- v. Sign the Notification.
- vi. Send the Notification to the following Designated Agent:
 - 1. Registered Agents, Inc.
515 E 5th St., Ste. 202
Waterloo, IA 50703
- vii. By sending such a notification, the user acknowledges and agrees upon our receipt of a notice of claim of copyright infringement, we may immediately remove the alleged infringing materials from our Platform without liability to the user or others and that claims of the notifying party and party that originally posted the materials may be referred to the United States Copyright Office for adjudication.

12. CONFIDENTIALITY

- a. Inaccurate, incomplete or outdated information may result in the immediate termination of your account.
- b. Each user is solely responsible for maintaining the confidentiality of his/her password and account and for all statements made and acts or omissions that occur using their password and account; thus, you must take necessary steps to ensure others do not gain access to your password and account information. We will never ask a user for their password. You agree to accept responsibility for activities or actions occurring under your account and/or password, whether your password is with our Services or a third-party; you must promptly notify us of any unauthorized use of your account or any breach of security.
- c. While we encourage all users to create and upload user content to communicate it to use and other members, please note any ideas, content or information you post or share with others through the Platform will be seen and may be used by others; we cannot guarantee other members will not use your posted ideas, content or information. If you have certain information that you prefer to remain confidential and do not want others to use it or it's subject to third-party rights that may be infringed, DO NOT POST it on or through the Platform. Further, you are required to comply with all applicable laws when posting user content, including (but not limited to) the Security Exchange Act of 1934 (as amended). LFG Sports.AI is not responsible for any Member's misuse or misappropriation of any idea, content or information that a user posts on or through the Platform.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- a. ALL CONTENT, MATERIALS, WEBSITE, PLATFORM, APP AND SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT ANY WARRANTY OF ANY KIND (EXPRESS OR IMPLIED), INCLUDING (BUT NOT LIMITED TO), WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. WE DO NOT WARRANT THAT THE WEBSITE, PLATFORM, APP, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS, OR WILL OPERATE ERROR-FREE OR THAT THE THEY, THEIR SERVERS, OR CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS. YOU UNDERSTAND AND AGREE THAT LFG SPORTS.AI DOES NOT WARRANT THAT ANY TRANSACTION WILL BE EXECUTED, OR THAT TRANSACTIONS WILL BE EXECUTED WITHOUT DELAY. IN ADDITION, LFG SPORTS.AI WEBSITE, PLATFORM, AND APP MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED THEREIN, AND WE DO NOT WARRANT THAT PRICE QUOTES ARE ACCURATE OR WILL BE FREE OF DELAY OR ERROR.
- b. THE WEBSITE, PLATFORM, AND APP MAY CONTAIN INFORMATION ON INVESTMENTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO AN INVESTMENT ON THE WEBSITE, PLATFORM, OR APP DOES NOT IMPLY THAT SUCH INVESTMENT IS OR



WILL BE AVAILABLE WHEN YOU WOULD LIKE TO PURSUE IT. YOU UNDERSTAND AND AGREE THAT THE EXECUTION OF MARKET AND STOP-MARKET ORDERS MAY BE AT A PRICE SIGNIFICANTLY DIFFERENT FROM THE QUOTED PRICE OF THAT SECURITY. LIMIT ORDERS WILL BE EXECUTED ONLY AT A SPECIFIED PRICE OR BETTER, BUT THERE IS THE POSSIBILITY THAT THE ORDER WILL NOT BE EXECUTED; LFG SPORTS.AI IS NOT RESPONSIBLE FOR ANY SUCH ORDERS THAT ARE NOT EXECUTED.

- c. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE, PLATFORM, OR APP AT ANY TIME WITHOUT NOTICE; BUT WE MAKE NO COMMITMENT TO UPDATE ANY OUTDATED MATERIALS OR SERVICES. THE CONTENT IS FOR INFORMATIONAL PURPOSES ONLY. NO MATERIAL AVAILABLE THROUGH THE WEBSITE, PLATFORM, OR APP SHALL BE USED OR CONSIDERED AS AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY THE SECURITIES OR PRODUCTS OR SERVICES OF ANY ENTITY. INVESTMENT OFFERS CAN ONLY BE MADE WHERE LAWFUL UNDER, AND IN COMPLIANCE WITH, APPLICABLE LAW. THE WEBSITE, PLATFORM, AND APP PROVIDE NO INVESTMENT OR OTHER ADVICE, AND NO INFORMATION OR MATERIAL AVAILABLE THROUGH THEM IS TO BE RELIED UPON FOR THE PURPOSE OF MAKING OR COMMUNICATING INVESTMENT OR OTHER DECISIONS. IN MAKING AN INVESTMENT DECISION, YOU MUST RELY ON YOUR OWN EXAMINATION OF THE INVESTMENT AND THE TERMS OF THE OFFERING. WE DO NOT ADVISE ON THE TAX CONSEQUENCES OF ANY INVESTMENT. TO THE EXTENT THAT PAST PERFORMANCE IS AVAILABLE THROUGH THE WEBSITE, PLATFORM, OR APP, PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS, AND NO REPRESENTATION IS BEING MADE THAT ANY INVESTMENT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE ACHIEVED IN THE PAST, OR THAT SIGNIFICANT LOSSES WILL BE AVOIDED.
- d. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; TO THE EXTENT THAT LFG SPORTS.AI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS:
 - i. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM TRADING LOSSES, LOST DATA, OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE, PLATFORM, APP, CONTENT, OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
 - ii. ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE, PLATFORM, APP, CONTENT, OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

14. **INDEMNIFICATION**

- a. Upon our request, you agree to defend, indemnify, and hold harmless LFG Sports.AI, our affiliates, and our and their respective past, current, and future shareholders, employees, officers, directors, attorneys, principals, trustees, representatives, agents, partners, predecessors, successors, and assigns from and against all liabilities, claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement (including, without limitation, breach of any warranties or representations made by you herein), your uses or misuse of the Platform and Services, or any of your Transactions or Investments. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is



subject to indemnification under this section, in which case, you agree to cooperate with any reasonable requests in assisting our defense of such matter.

15. THIRD-PARTY PROVIDERS

- a. If you install or enable any online, web-based applications provided by third parties that communicate and operate with the Platform (“Third-Party Applications”) for use with the Platform, you acknowledge that we may allow providers of those Third-Party Applications to access your information as required for the operation of such Third-Party Applications with the Platform. We shall not be responsible for any disclosure, modification, or deletion of your information resulting from any such access by Third-Party Application providers, and any such access and use of your information shall be subject to the privacy policies of such Third-Party Application providers. Certain feature of the Platform may integrate with third-party APIs or widgets, but such features depend on the continuing availability of such APIs or widgets. If these providers cease to make their API or widgets or program available on reasonable terms for the Platform, we may cease providing such features without notice or liability.

16. THIRD-PARTY SPORTSBOOK ACCOUNT INFORMATION

- a. Our Platform may employ proprietary technology to allow you to retrieve, view and maintain information and conduct transactions with certain state-licensed sportsbook operators (“Third-Party Sportsbooks”). LFG Sports.AI is not responsible for any account information obtained from Third-Party Sportsbooks. When you direct LFG Sports.AI to retrieve your account information from Third-Party Sportsbooks, you grant LFG Sports.AI a limited power of attorney to access the third-party services to retrieve such account information solely as you direct. LFG Sports.AI will be acting as your agent, not acting on behalf of any Third-Party Sportsbooks. You agree that the Third-Party Sportsbooks featured on all LFG Sports.AI Platforms shall be entitled to rely on the foregoing authorization and agency granted by you. LFG Sports.AI does not review information from Third-Party Sportsbooks for accuracy and is not responsible for any issues or expenses resulting from such account information, including any inaccuracy, error, delay, or non-delivery. LFG Sports.AI is not responsible for any payment processing errors or fees arising from inaccurate account information provided by third parties.

17. BET PLACEMENT WITH YOUR THIRD-PARTY SPORTSBOOK ACCOUNT

- a. Our Platform may integrate with bet placing services provided by certain Third-Party Sportsbooks. If you choose to use such features of the Platform, opening a bet slip on the Platform will either connect you to the Third-Party Sportsbooks’ betting API service or send you to their website. Please check to ensure all your bet details are correct on the bet slip before placing a bet. You are solely responsible and liable for all activity that occurs on both your LFG Sports.AI and Third-Party Sportsbooks accounts. Terms and conditions vary between Third-Party Sportsbooks and apply to bets placed with Third-Party Sportsbooks regardless of whether the bet was facilitated through an integration with our Platform. If you have any questions relating to a bet, including requests to void a bet, contact the Third-Party Sportsbooks directly.

18. THIRD-PARTY CONTENT

- a. The Platform may contain links, including, without limitations, in the form of banners/advertisements, to third-party websites or reference information, documents, software, materials and/or services by other parties (collectively, “Third-Party Content”), which sites may contain information or material that some may find inappropriate or offensive. These links are provided solely as a convenience to you and/or as part of LFG Sports.AI’s participation in affiliate revenue programs and not as an endorsement by us of such Third-Party Content, our association with said site or party, or any warranty regarding same (express or implied). The content of such Third-Party Content is developed and provided by others and any correspondence or promotions as well as any terms, conditions, warranties or representations associated with same are solely between you and the advertiser; these other sites and parties are not under our



control, and you acknowledge we are not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of such content, nor are we responsible for errors or omissions in any references to other parties or their products and services. You should contact the site administrator or webmaster for those Third-Party Content if you have any concerns regarding such links or any content located on such Third-Party Content. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Content, you do so at your own risk.

19. COMPLIANCE WITH APPLICABLE LAWS

- a. The Platform is based in the United States. Although the Platform may be accessible worldwide, we make no claims concerning whether the Platform or Content may be downloaded, viewed, available or be appropriate for use outside of the United States. If you access the Platform or the Content from outside of the United States, you do so at your own risk and are responsible from compliance with local laws, as accessing them from jurisdictions or territories where their contents are illegal is prohibited. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Any offer for any product, service and/or information made in connection with the Platform is void where prohibited.

20. CHANGES TO THESE TERMS OF USE; TERMINATION OF ACCESS/REMOVAL OF CONTENT

- a. These Terms are effective as of the date stated at the top of these Terms of Use and will always be kept up to date. LFG Sports.AI may modify or update these Terms of Use periodically, which will be reflected by the “Last Updated” date posted above. We expressly reserve the right, at our sole discretion, to modify, change, suspend, discontinue or terminate all or any part of the Platform (including, but not limited to, price, features and availability of Services), or to modify these Terms of Use, at any time without prior notice to you (consistent with applicable law); we will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on the Platform shall also be subject to these Terms of Use. Please revisit these Terms to remain aware of any updates.
- b. It is your responsibility to review these Terms of Use periodically for changes. LFG Sports.AI will post a notification on the Platform/Site or otherwise provided notice to you should these Terms materially change; any such changes (whether modifications, additions or deletions) shall become effective when specified in the relevant notification.
- c. Your continued access or use of the Platform and Services after any modification constitutes your acknowledgment, express acceptance and agreement to abide and be bound by the modified Terms of Use. If the modified Terms are not acceptable to you, your only recourse is to cease using the Platform.
- d. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to all or any part of the Platform and/or remove any of your Content, at any time and for any reason without prior notice or liability (including for breach of these Terms of Use).
- e. Upon termination or suspension, your right to use the available Services on the Platform immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files, barring any further access to same. We are not liable to you or any third party for any claims or damages arising out of any termination of suspension, or any actions taken in connection with such termination or suspension.

21. DOWNLOADING THE APP FROM THE APP STORE

- a. The following terms apply when you download the App from Apple’s App Store. These terms are in addition to all other terms contained in the Agreement:
 - i. You acknowledge and agree:
 1. These Terms of Use are concluded between you and LFG Sports.AI only, and not Apple; and



2. LFG Sports.AI, not Apple, is solely responsible for the App and content thereof (your use of the App must comply with the App Store's Terms of Service).
- ii. You acknowledge Apple has no obligation whatsoever to furnish any maintenance and support services regarding the App.
- iii. If there should be a failure of any of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the applicable App to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Between LFG Sports.AI and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of LFG Sports.AI.
- iv. In the event of any third-party claim that the App or your possession and use of it infringes that third-party's intellectual property rights, you acknowledge that between LFG Sports.AI and Apple, LFG Sports.AI (not Apple) will be solely responsible for investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.
- v. You acknowledge further acknowledge that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App against you as a third-party beneficiary.

22. GOVERNING LAW

- a. These Terms of Use and our Platform and Services (excluding any linked sites) are controlled by us from our offices in Iowa, United States of America. While the Platform and Services can be accessed from all 50 states (as well as other countries), they are governed by internal substantive laws of the State of Iowa (without respect to its conflict of law provisions and the United Nations Convention on the International Sales of Goods, where applicable). By accessing the Platform and Services, you expressly agree:
 - i. to submit to the exclusive personal jurisdiction and venue of the state and federal courts sitting in the State of Iowa; and
 - ii. that the Platform shall be deemed a passive service that does not give rise to personal jurisdiction over LFG Sports.AI, either specific or general, in jurisdictions other than Iowa.
- b. YOU AGREE ANY COMMON-LAW CAUSE OF ACTION ARISING UNDER TORT, CONTRACT, OR WARRANTY RELATED TO THE PLATFORM OR OTHERWISE ARISING UNDER THESE TERMS OF USE MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

23. BINDING ARBITRATION

- a. In the event of a dispute arising under or relating to these Terms of Use, the Content, or the Platform (each, a "Dispute"), either party wishing to raise said Dispute elect to do through binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION.
- b. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS'



Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 25 below, nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

- c. When you initiate arbitration proceedings, each party will be responsible for paying its share of any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules and as set forth in JAMS' Arbitration Schedule of Fees in effect at the time the arbitration is initiated.
- d. You may hire an attorney to represent you, and to the extent permissible under applicable law, you are responsible for your own attorneys' fees and costs. You may recover any such arbitration attorneys' fees and costs from LFG Sports.AI to the same extent as in court or as permitted under JAMS Rules.
- e. **30-Day Right to Opt Out.** *You have the right to opt out of the provisions of this Binding Arbitration Agreement by sending written notice of your decision to opt out to the address at the end of these Terms of Use, within 30 days after first accepting these Terms and becoming subject to this Arbitration Agreement. Notice must be signed and must include your name and address, your LFG Sports.AI username (if any), the email address that is associated with your LFG Sports.AI account (if any), and an unequivocal statement that you want to opt out of this Binding Arbitration Agreement. If you opt out of this Binding Arbitration Agreement, all other parts of this Terms of Use will continue to apply to you.*

24. CLASS ACTION AND JURY TRIAL WAIVER

- a. You acknowledge and waive the right to prosecute or participate in a class action, collective action or other representative action, and further waive any right to have any dispute resolved by a judge or jury.
- b. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law:
 - i. no arbitration or proceeding shall be joined with any other;
 - ii. there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and
 - iii. there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

25. EQUITABLE RELIEF

- a. You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

26. MISCELLANEOUS

- a. If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will



remain in full force and effect. The following provisions will survive any expiration or termination of this Agreement: “Intellectual Property”, “Confidentiality”, “Disclaimer of Warranties; Limitation of Liability”, “Indemnification”, “Compliance with Applicable Laws”, “Governing Law”, “Binding Arbitration”, “Class Action Waiver”, “Equitable Relief”, and “Miscellaneous”. Our failure to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver shall be effective against us unless made in a signed writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in a signed writing, these Terms of Use constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. These Terms of Use will inure to the benefit of our successors, assigns, licensees, and sublicensees.

27. LANGUAGE OF TERMS OF USE

- a. The parties have expressly requested that these Terms be drafted in English. Il est de la volonté expresse des parties que cet accord soit rédigée en anglais. Where we have provided a translation of the English version of these Terms, you agree that the translation is provided for your convenience only and the English language version of these Terms governs your relationship with LFG Sports.AI; if there is any inconsistency between the English language version of these Terms and a translation thereof, the English language version will take precedence.

28. NOTICES

- a. Any notice to a party shall be in writing and shall be made either via email or conventional mail.
- b. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the Platform to inform users of changes or other matters of importance (which shall constitute adequate notice to any such user at the time of sending).
- c. If you have questions, concerns or feedback about these Terms of Use, please contact us at support@LFGSports.AI; for other notification purposes, please mail to LFG Sports.AI LLC, Attn: Registered Agents Inc. (Registered Agent), 315 E 5th St., Ste. 202, Waterloo, IA 50703.