

# Autograph

## Terms of Use

*Last Revised on October 16, 2023*

**SECTION 10 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES WITH US RELATED TO THE SERVICES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE ACTIONS IN CONNECTION WITH YOUR USE OF THE SERVICES. YOU HAVE THE RIGHT TO OPT-OUT OF ARBITRATION AS EXPLAINED IN SECTION 10.**

*We've created these Terms of Use (we'll shorten it to just "**Terms**" after this) to provide you with a clear understanding of the guidelines that define our interaction with you as a user of our services. While we have made an effort to simplify the language used in these Terms, certain sections may still resemble a typical legal agreement. This is intentional - these Terms establish a legally binding contract between you and Autograph. Therefore, we encourage you to carefully review them - then get back to enjoying the App!*

Welcome to the Autograph mobile application operated on behalf of LFG NFTs, Corp., doing business as Autograph ("**Company**", "**we**" or "**us**" or "**our**"). As mentioned above, these Terms constitute a legally binding agreement between Company and each user ("you" or "your") of the mobile app or other related services or applications (collectively, the "**App**"). The App and any content (including "**Content**" and "**Third Party Materials**," both as defined below), tools, features and functionality offered on or through the App, including making available third-party offers for purchase or sale, are collectively referred to as the "**Services**."

Please carefully review these Terms. These Terms govern your access to and use of the Services. By accessing and using the Services (including by creating an Account), you are deemed to have read, accepted, executed and agreed to be bound by these Terms.

You acknowledge and agree that the form and nature of the Services, and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Services. You agree that we shall not be liable to you for any modification, suspension, or discontinuance of the Services.

For purposes of these Terms, "**you**" and "**your**" means you as the user of the Services. If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf. These Terms do not supersede, modify or amend any separate terms you may have previously agreed to with Company as to the subject matter that such separate terms address, including the terms and conditions associated with the Autograph.io website and services.

IF ANY PROVISION OF THESE TERMS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE SERVICES AND DO NOT CREATE AN ACCOUNT. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

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### 1. Who May Use The Services.

*We love our young fans, but you need to be 18 to use our App!*

You must be 18 years of age or older to use the Services. Additional aspects of the Services may have further age restrictions that will be presented to you in connection with those Services. By using the Services, you represent and warrant that you meet these requirements.

If we have previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services. We also reserve the right to disable or close any Account at any time and for any reason or for no reason.

### 2. Certain Definitions.

*Here is your guide to some of the often-used terms in this Agreement.*

In addition to the terms used and defined throughout these Terms, the following capitalized terms will have the following meanings:

- 2.1 “**Content**” means content, materials, art, design, and drawings (in any form or media, including, without limitation, video or photographs) offered by Company.
- 2.2 “**Third Party IP**” means any third party copyrights, trade secrets, trademarks, know-how, patent rights or any other intellectual property rights recognized in any country or jurisdiction in the world.
- 2.3 “**Third Party Materials**” means content, data, information, applications or materials from third parties.

### 3. User Accounts.

*Here is information about creating your account.*

#### 3.1 Account Creation and Maintenance.

To use certain Services, you need to create an account (“**Account**”). You agree to provide us with accurate, complete and updated information for your Account. By creating an account, you represent and warrant that you have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our App to conduct any illegal or illicit activity. You can access, edit and update your Account via the account settings page of your profile. We are not liable for any acts or omissions by you in connection with your Account, and we are not liable for any loss as a result of your account being compromised. You must immediately notify us at support@ag.fan if you know or have any reason to suspect that your Account or password have been stolen,

misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

### 3.2 One Account Per User.

Each individual user may only have one Account. Company reserves the right, in its sole discretion, to determine whether you have or control more than one Account. Company further reserves the right to suspend or terminate any Account that it deems to be in excess of the one Account permitted per individual user. During any period of suspension of an Account, you will not be able to perform any actions on the Services through that Account. We may maintain different types of user Accounts for different types of users.

## 4. **The App.**

*You made it to the fun stuff! Here is where we talk about our awesome mobile app, including the stuff Legal said we had to include.*

### 4.1 Use of the App.

In order to register your Account in the App, you must have a content provider, user, or other referral code. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App is or will be available in any particular geographic location. As part of the Services, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App ("**Push Messages**"). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages (if provided-for) through the Services or through your mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of push messages from the Company.

### 4.2 Additional Terms.

In order to redeem certain offers or use other services that we offer, you may be required to agree and enter into one or more additional agreements.

### 4.3 Mobile Software from the Apple App Store.

The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less

restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store's applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### 4.4 Beta Features.

From time to time, we may, in our sole discretion, include certain test or beta features in the Services ("**Beta Features**"). Your use of any Beta Feature is voluntary. Beta Features are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. You agree that once you use a Beta Feature, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. Beta Features may not operate properly or be fully functional. We have the right unilaterally to abandon development, maintenance, and operation of the Beta Features, at any time and without any obligation or liability to you.

THE BETA FEATURES ARE PROVIDED ON AN "AS IS" BASIS AND MAY CONTAIN ERRORS OR INACCURACIES THAT COULD CAUSE FAILURES, CORRUPTION OR LOSS OF DATA AND INFORMATION FROM ANY CONNECTED DEVICE. YOU ACKNOWLEDGE AND AGREE THAT ALL USE OF ANY BETA FEATURE IS AT YOUR SOLE RISK.

#### 4.5 Points.

Only eligible users may participate in the Autograph Offers program and collect points. Points may be accrued and expire over time periods (e.g., a week, a month, or a season) designated by the Company in the Autograph Points Guide. You may earn points within the App by engaging in defined behaviors, as listed in the Autograph Points Guide. Points that are determined to be earned in violation of these Terms will be removed from your Account. The accumulation of points is subject to Company's sole discretion and Company reserves the right to modify, limit, or terminate point-earning opportunities at any time without notice. Company may, at its sole discretion, change the number of points awarded for each activity and/or change the type of activities eligible to earn points. Points are non-transferable, have no monetary value, and cannot be purchased, sold or redeemed for cash.

#### 4.6 Autograph Offers.

Points you earn may qualify you for various offers and/or promotions ("**Offers**") provided by certain third-party offerors. Company does not guarantee the availability of any Offers and is not responsible for any changes or discontinuation of Offers made by any third-party offeror.

You may claim an Offer through the App; however, to redeem an Offer, you may be directed to a Third Party Platform (defined below) to complete the transaction. You acknowledge that you will need to agree to the specific terms and conditions and the privacy policy of that Third Party Platform in order to redeem such Offer. You understand and agree that Third Party Platforms are not controlled by Company, and that Company is not responsible for the content, availability, or privacy practices of the Third Party Platform.

#### 4.7 Purchase and Payment.

You acknowledge and agree that Company is not responsible for the transactions processed on any third-party website, including but not limited to payment processing, order fulfillment, or any issues arising from such transactions (e.g., unauthorized charges, payment disputes or refunds). We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the App, or via a third-party website linked through the App, or any other payment or transactions that you conduct via the App.

### 5. **Privacy.**

*We care about your privacy (umm, we see you there, hiding behind those sunglasses). Take a peek below.*

#### 5.1 Privacy Policy.

Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located here.

## 5.2 Consent to Cookies, Scripts, and Other Technologies.

You acknowledge and agree that we and our vendors will use cookies, scripts, and other technologies to collect and share information from you, including information about how you use our apps and websites, as described in our [Privacy Policy](#).

## 6. **Rights We Grant You.**

*In this section, we share what you can and cannot do with our Services. Please don't do the things we ask you not to do. What would your mother say?!*

### 6.1 Right to Use Services.

We permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your authorized use of the Services (e.g., an iOS App), then subject to the terms and conditions herein, we grant you a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to download, execute and display such software, content and materials provided to you as part of the Services (and the right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

### 6.2 Restrictions On Your Use of the Services.

You may not do any of the following in connection with your use of the Services (as determined in our sole discretion), unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) create multiple Accounts or misrepresent your identity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services;



- (e) use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to establish Accounts, perform any transaction on the Services or on a third-party website linked through the Services, or modify or make use of the Services in any way;
- (f) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (g) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (h) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (i) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (j) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, engage in any manual process to do the same, or violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
- (k) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (l) use the Services for illegal, harassing, unethical, or disruptive purposes, or otherwise use the Services in a manner that is fraudulent, deceptive, threatening, defamatory, obscene, hateful, or otherwise objectionable or that creates any risk of harm, damage or liability to any of the Company Entities (as defined below), including without limitation, reputational risks, data loss, or damage to the Services or third parties;
- (m) violate any applicable law or regulation in connection with your access to or use of the Services, or engage in any activity that could cause us to violate any applicable law or regulation;
- (n) access the Services or content to build a similar or competitive website, product, or service;
- (o) access or use the Services in any way not expressly permitted by these Terms;  
or
- (p) attempt to indirectly undertake any of the foregoing.

Company has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

## **7. Ownership and Content.**

*No finders-keepers here. What's ours is ours. Make a suggestion to us? We can use those too. We thank you! See something that's yours? Look for that DMCA language below.*

### **7.1 Ownership of the Services.**

The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or third party content providers and/or offerors, as applicable, own all right, title and interest in and to their contributions provided within the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Company and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Company and such others. We and such third parties and/or offerors, as applicable, reserve all rights in connection with the respective aspects of the Services and content (other than Your Content, defined below) including, without limitation, the exclusive right to create derivative works.

### **7.2 Ownership of Trademarks.**

The Company’s name, Autograph, the “A Logo” and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or suppliers. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

### **7.3 Ownership of Feedback.**

We welcome feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services. By sending us any feedback, comments, questions, or suggestions you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual,

worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account, these Terms, the Services, or your participation in the Services.

#### 7.4 Your Content License Grant.

In connection with your use of the Services, you may be able to submit content (e.g., your username) to be made available through the Services (“**Your Content**”). We do not claim any ownership of Your Content. However, in order to operate the Services, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and submitting Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content to (a) operate, provide, improve, troubleshoot, and debug our Services, including any machine learning or algorithms informing the Services; (b) protect the Services; (c) customize the Services; (d) develop or improve new products or features; (e) as directed by you; and (f) as otherwise set forth in our Privacy Policy, as applicable. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, for the purposes provided in this Section 7.4, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. By submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to a third party’s copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to submit the material and to grant us the license described above.

You understand that when using the Services, you may be exposed to content from a variety of sources, including user content that you may consider offensive or objectionable. Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such user content, and such user content is not the responsibility of Company. Any user content is solely the responsibility of the person or entity submitting such user content, and we expressly disclaim any and all liability in connection with such user content. You understand and agree we are not responsible or liable for the deletion of, or the failure to store or integrate into the Services, any user content.

#### 7.5 Notice of Infringement – DMCA Policy.

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that

constitutes copyright or other intellectual property infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “**DMCA**”), by providing the following information in writing:

- (a) identification of the copyrighted work or other intellectual property that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright (or other applicable intellectual property) owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright (or other applicable intellectual property) owner or the authorized person to act on behalf of the copyright (or other applicable intellectual property) owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright (or other applicable intellectual property) or of an exclusive right that is allegedly infringed.

Notices of copyright (or other applicable intellectual property) infringement claims should be sent by mail to: LFG NFTs, Corp., Attn: COPYRIGHT AGENT, 3130 Wilshire Ave, Santa Monica, CA 90403; or by e-mail to support@ag.fan. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or other intellectual property rights of others.

A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

## **8. Third Party Services and Materials.**

*We have friends and, like good friends do, they share. So here is where we make sure you know what they share belongs to them. And if you head on over to their sites, what you do on their sites is governed by them. Isn't the saying something like, what happens on a third-party site, stays on a third-party site? No? That's not the saying?*

## 8.1 Use of Third Party Materials in the Services.

The Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to and/or frames of certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites, including what may be available in webview within our App. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

## 8.2 Purchases on Third Party Platforms.

The Services contain or may direct you to Offers (e.g., merchandise, experiences) available for purchase or redemption only on a third-party site or sites that we may direct you to when you choose to claim an Offer (a “**Third Party Platform**”). For clarity, a Third Party Platform is not part of the App. When you click “Claim Offer” for a Product that is only available for purchase or redemption on a Third Party Platform, you will be redirected to a page on the Third Party Platform where you may complete your transaction (subject to the applicable rules), or to a staging area (e.g., a queue) before the transaction is available for completion. Your use of any Third Party Platform is subject to that site’s terms of use or terms of service, as applicable, and you must comply with applicable third party terms of use or terms of service when completing your purchase and for any subsequent engagement with the Product through the Third Party Platform. If you do not have an account with the Third Party Platform at the time you attempt a purchase, you may be required to establish a user account, with an approved payment method, to complete a purchase for the selected Product.

## 9. **Disclaimers, Limitations of Liability, Indemnification, and Assumption of Risks.**

### 9.1 Disclaimers.

*In this section, you acknowledge that, while we will try our best to have the Services work to the best of our ability, at times the Services may not work as expected or out and out break. You agree that we will not be liable for those instances.*

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, officers, directors, employees, agents, representatives, partners, suppliers and licensors (the “**the Company Entities**”) and all operators of Third Party Platforms DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, quality, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility of the Services with any other application or any particular system or device, (d) whether such Services will be supported, hosted or accessible in the future; and (e) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 9.2 Limitations of Liability.

*In this section, you agree to limit our liability to you resulting from certain types of damages and limiting the overall liability to \$100 or the amount you paid us over the last six months.*

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE LESSER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE

FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND IS MATERIAL TO COMPANY'S DECISION TO ENTER THE AGREEMENT BETWEEN US AND YOU. THE SERVICES, INCLUDING THE CONTENT AVAILABLE WITHIN THE SERVICES, WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

### 9.3 Indemnification & Release.

*In this section, you agree that if you do something you are not supposed to do relating to the Services and we get sued as a result, you will defend us from such claims.*

By entering into these Terms and accessing or using the Services, you agree that you shall release, defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs), actions, inquiries, or investigations of any kind arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services or any Third Party IP; or (d) your negligence or wilful misconduct. Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Company in the defense of such matter.

In the event that you have a dispute with one or more other users, you release Company, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Services. If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

### 9.4 Force Majeure.

*Stuff Happens. In this section, you agree that we are not responsible for any failures of the Service related to big events outside of our control, such as pandemics, war, floods, or dogs and cats living together!*

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in operating the App, when and to the extent such failure or delay is caused by or results from any events beyond Company's ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, blockchain failures, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

## 10. **Arbitration And Class Action Waiver.**

*Please read this section carefully. Actually, read all of these sections carefully but this one most of all. It concerns your ability to bring a legal action against us. In this section, you agree to limit disputes to private arbitration instead of a public court. However, there is a process for opting out of the private arbitration at the beginning of your relationship with us, and circumstances where you could bring a claim in small claims court.*

### 10.1 Informal Process First.

If a dispute arises between you and Company, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This requires first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account, if any, to the following email address: support@ag.fan. For any dispute that Company initiates, we will send our written description of the dispute to the email address associated with your Account. The written description must be on an individual basis and provide, at minimum, the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute and either party wishes to continue to pursue a resolution of the dispute, you and Company will proceed with the further formal dispute resolution provisions below.

The above process for an informal dispute resolution process is required before you may commence any formal dispute resolution proceeding.

### 10.2 Arbitration Agreement.

You and Company agree that all claims, disputes, or disagreements (collectively, "**Claim**") that may arise out of your access or use of the Services including without limitation (a) Company's services and/or products, including the Services; (b) these Terms (including its formation, performance, and breach); or (c) that in any way relate to the provision or use of the Services, your relationship with Company, or any other dispute with Company, shall be resolved exclusively through binding arbitration in



accordance with this Section 10 (collectively, the “**Arbitration Agreement**”). This includes Claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Section 10.8. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards (together, the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. If you are initiating arbitration, a copy of the demand shall also be emailed to support@ag.fan. If Company is initiating arbitration, it will serve a copy of the demand to the email address associated with your Account or the email that Company has on file for you. Judgment on the arbitration award may be entered in any court that has jurisdiction. You have a right to have the arbitration conducted via telephone or videoconference, or as an in-person hearing in your hometown area (if you live in the United States) or another location that is reasonably convenient to you. If you do not reside in the United States, any in-person arbitration proceedings shall be conducted only in Los Angeles County, California, United States, unless you and Company otherwise agree or the Arbitrator determines that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue.

This Arbitration Agreement is governed by the Federal Arbitration Act (“**FAA**”) in all respects and evidences a transaction involving interstate commerce. You and Company expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in this Section 10, the arbitrator or arbitration body, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and this Arbitration Agreement, including, but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). Except as limited by these Terms, the arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity.

**THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

Except as set forth in Section 10.4 below, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties

nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

### 10.3 Alternatives to Arbitration.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (a) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose; (b) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (c) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

### 10.4 Waiver of Class Actions and Class Arbitrations.

**YOU AND COMPANY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 10.4, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS COMPANY PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.**

**If there is a final judicial determination that this Section 10.4 is not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you or Company from participating in a class-wide settlement of claims.**

### 10.5 Batch Filings.

To increase the efficiency of administration and resolution of disputes between you and the Company, the parties agree to treat 25 or more similar arbitration demands (those asserting the same or substantially similar facts and/or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted against Company as a "**Batch Filing**."

In the event of a Batch Filing, the filing party shall submit to JAMS and all other parties, a complete listing ("**The List**") of all cases filed which shall include cases 1-25 as well any additional filings beyond the initial 25 filings, including updating The List as more filings occur. The List shall include the caption of the case and any previously assigned case number. The first 25 cases filed shall hereinafter be referred to as the "**Initial**

**Filing.**” If your Claim is a part of a Batch Filing, the filing fees for the matter will be borne by you. If Company has already paid the filing fees, you will reimburse Company for those amounts before the matters can proceed further. Additionally, Company will have the option to serve its response to any demand that is part of a Batch Filing in a consolidated filing and/or serve consolidated discovery requests and/or responses.

A Batch Filing does not change the individual nature of the Claim and each Claim will be assigned its own arbitrator in accordance with JAMS rules unless the parties agree otherwise. In the event JAMS requires additional staffing to address the Batch Filing, the cost of the additional staff will be borne equally between all parties.

The parties agree that this provision is integral to the Arbitration Agreement insofar as it applies to a Batch Filing.

#### 10.6 Arbitrator’s Decision.

The arbitrator will render an award within the time frame specified in the applicable rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and these Terms. The parties agree that the damages and/or other relief must be consistent with the terms of the "Limitations of Liability" section of these Terms as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

You and Company agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

#### 10.7 Fees.

If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay any filing and hearing fees in excess of \$250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys’ fees) may be imposed upon you consistent with the Arbitrator’s Rules and the standard for sanctions set forth in Federal Rule of Civil Procedure 11.

Each party is responsible for its own attorneys’ fees, expenses and costs unless otherwise set forth in these Terms.

## 10.8 **Opt-Out.**

**You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in these Terms by sending written notice of your decision to opt-out to support@ag.fan or to the U.S. mailing address listed in the “How to Contact Us” section of these Terms. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to these Terms (or if this Section 10, pertaining to arbitration, is materially amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with these Terms, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.**

## 11. **Venue and Governing Law.**

*Any disputes we have that aren't subject to arbitration or small claims court must be resolved in Los Angeles, and California law applies.*

For any dispute not subject to arbitration or under the jurisdiction of a small claims court, you and Company agree to submit to the personal and exclusive jurisdiction of any venue in the federal and state courts located in Los Angeles County, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Company shall be governed by the laws of the State of California without regard to conflict of law provisions.

## 12. **Duration and Termination of Terms.**

*How long our relationship lasts and how we break up (sniff).*

The agreement between you and Company reflected by these Terms is effective when you access the Services (for example, create an Account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

You may terminate your Account by accessing the “settings” page in the App and clicking on “Delete Account” at the bottom of the screen. Terminations typically will be effective within twenty-four (24) hours, at which time your Account will be closed and you will no longer enjoy access to your former Account.

At any time, with or without notice, for any or no reason, Company reserves the right to modify or discontinue any portion or all of the Services, and to restrict, suspend, and terminate any user's Account.

All provisions which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

### **13. Additional Provisions.**

#### **13.1 SMS Messaging and Phone Calls.**

*In this section, you agree to let us text or call you. You can opt out of text messages.*

Certain portions of the Services may allow us to contact you via telephone or text messages, such as for two factor authentication. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of using the Services. You also understand that you may opt out of receiving promotional text messages from us at any time, either by texting the word "STOP" to the number that sent you the most recent promotional text message using the mobile device that is receiving the messages, or by contacting support@ag.fan. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.

#### **13.2 Entire Agreement.**

*These Terms and other rules we post on the Services are the entire agreement between us, the whole enchilada.*

These Terms (and any additional terms, contracts, rules, and conditions that Company may post on the Services) constitute the entire agreement between you and Company with respect to the Services and supersede any prior agreements, oral or written, between you and Company as to that subject matter.

#### **13.3 Updating These Terms.**

*Life moves pretty fast. If you don't stop and check these Terms every now and then, you might miss it. If we do have to change these Terms, we will do our best to let you know, but you should come back occasionally to see if the jokes have changed!*

Except as otherwise specifically provided, we may modify these Terms from time to time in our sole discretion, in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the first page of the App. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

#### **13.4 Termination of License and your Account.**

*We hope you are a long-time user and enjoyer of our App. However, your agreement to these Terms is important to us. In this section, you agree that if you violate any of these*

*Terms, we may have to change your access to the App and, in some circumstances, terminate your account entirely.*

If you breach any of the provisions of these Terms, as determined by the Company in its sole discretion, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete any utility, privileges, or benefits to which you might otherwise be entitled, your Account, and/or the Services (or any part of the foregoing) with or without notice, for any or no reason, in the Company's sole discretion. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name, email, or phone number. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. The Company shall not be responsible for the failure to delete or deletion of Your Content.

### 13.5 Injunctive Relief.

*Sticks and stones may break our bones...but if you break any of these Terms, there could be serious repercussions (aside from hurting our feelings). Repercussions that money can't make right. A hug won't do it either.*

You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

### 13.6 California Residents.

*California resident? So are we! (By way of Delaware as our state of incorporation) You have special means of complaining about us. Take that, New Jersey!*

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

### 13.7 U.S. Government Restricted Rights.

*Work for the U.S. Government? Me neither. If so though, this section applies to you.*

The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### 13.8 Export Laws.

*There are some countries that, for a host of reasons, the U.S. Government prohibits its companies and citizens from doing business with. In this section, you agree to not deal with those countries, in violation of U.S. laws among others.*

You agree that you will not export or re-export, directly or indirectly, the Services, and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List, or (c) as otherwise prohibited by applicable law. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable export laws and regulations.

### 13.9 Limitations Period.

*If you have a dispute with us, you need to bring the claim within a year.*

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Limitations Period provision does not apply to residents of New Jersey.

### 13.10 Notice.

*Who reads the mail these days? You agree that we can provide you notices electronically.*

We may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Services or via email to the email address listed on your Account. It is your obligation to update your Account information so that we may contact you as may be necessary. Such notice shall be deemed to have been given 48 hours after dispatch.

If physical notice (e.g., US Mail) is used, then such notice shall be deemed to have been given 7 days after dispatch.

### 13.11 Miscellaneous.

*This is the equivalent of the mixed nuts bowl at a bar - a mix of stuff that shouldn't make sense but somehow works together. Plus, both make you thirsty for beer.*

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, and any part of the Services, and the licenses granted hereunder may be assigned or transferred by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to (a) the interpretation or construction of these Terms, and (b) to any transactions to which these Terms apply. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

#### 13.12 How to Contact Us.

*YOU MADE IT TO THE END! Here's how to contact us! Knock Knock jokes are always welcomed...*

You may contact us regarding the Services or these Terms at: 3130 Wilshire Blvd., Santa Monica, CA 90403, by phone at (310) 853-2162 or by e-mail at support@ag.fan.

Some third-party data provided by sportsdata.io.

