

# Terms of Use:

These Terms of Use have been last updated as of September 3, 2025

Current Terms of Use Version: 1.3.250903

## 1. IMPORTANT LEGAL CONSIDERATION

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING FLEXBETS' WEBSITE, SERVICES OR CONTENT, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 29. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION ON A RETROACTIVE BASIS AND AS TO ANY FUTURE CLAIMS, AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION WITH US IN CONNECTION WITH YOUR USE OF OUR SERVICES, YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE "BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER AS DETAILED IN" SECTION 29.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE FLEXBETS WEBSITE, SERVICES, OR CONTENT.

You agree to these Terms of Use by accessing or using the Website, registering for Services offered on the Website or Mobile Applications, or by accepting, uploading, submitting, or downloading any information or content from or to the Website, or by otherwise accessing the Services through any form of digital communication.

These Terms of Use constitute a legal agreement between you and FlexBets, and shall apply to your use of the Website, Content and the Services even after termination.

## 2. USER AGREEMENT

FlexBets Fantasy Sports Arena Inc. (collectively "We," "Us," "Our" or "FlexBets") owns and operates daily fantasy sports contests through a website located at FlexBets.io (the "Site" or "Website") and related mobile applications available on iOS and Android operating systems (the "Mobile App"), which also link to these Terms of Use. The Website, related Mobile Apps, and any other features, tools, materials, content or other information services offered by FlexBets from time to time (including influencer programs, co-branded or affiliated services) are collectively referred to here as the "Services". Residents of the United States or Canada will be contracting with FlexBets Fantasy

Sports Arena Inc. through the use of these Services. Please read these Terms of Use (the “Terms” or “Terms of Service” or “Terms of Use”) carefully before using the Services.

The daily fantasy sports contests offered by FlexBets are classified as skill-based prize competitions (the “Contests”) and include all of the text, images, audio, code, rules, formats, concepts, and other material they contain or provide (collectively, the “Content”) and all of the features, contests and other services they provide.

FlexBets may issue additional terms, rules and conditions of participation in particular Contests (“Rules”). For example, FlexBets may issue conditions as required by various state rules, laws and regulations. The Rules may impact your experience, requirements, participation, or ability to participate in the Services. You agree to be subject to such Rules if you participate in such Contests. For more information on the current rules governing specific FlexBets Contests, please carefully review the [Contest Rules](#).

### 3. ACCEPTANCE

If you do not agree to the Terms, then you may not access or use the Content or Services.

BY DOWNLOADING THE MOBILE APPLICATION OR CLICKING THE “CREATE ACCOUNT” BUTTON OR CLICKING “ACCEPT” OR “AGREE TO TERMS”, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) AGREE TO ONLY ACCESS THE SERVICES WHERE SUCH SERVICES ARE LEGALLY ALLOWED; (D) ACCEPT THIS AGREEMENT, WHICH FURTHER INCORPORATE AND INCLUDE THE PRIVACY POLICY AND FLEXBETS CONTEST RULES, AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. (E) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES, DEACTIVATE ANY ACCOUNTS YOU CREATED AND DELETE ALL MOBILE APPLICATIONS AND CONTENT FROM YOUR DEVICES.

By accessing or using the Website, related Mobile Apps, Content, or Services you:

- 1) Accept and agree to these Terms
- 2) Consent to the collection of information as outlined in our [Privacy Policy](#), which describes the collection, use, disclosure and other handling of your information
- 3) Agree to any additional published terms, game rules, additional rules, and conditions of participation for use of Content offered by FlexBets

These Terms of Use constitute a legal agreement between you and FlexBets and shall apply to your use of the Website, the Services and the Content even after termination.

## 4. MODIFICATION OF TERMS OF USE

Except for Section 29, providing for binding arbitration and waiver of class action rights, FlexBets reserves the right, at its sole discretion, to update, modify or replace the Terms at any time. FlexBets will make reasonable efforts to notify you of any material modifications made to the Terms prior to such changes taking effect. Continued use of the Website, Content or Services after any modification to the Terms constitutes your acceptance of these Terms of Service as modified.

The most current version of these Terms will be posted on our Site and through our Mobile App. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we will notify you by contacting you through the email address associated with your account or present a notice which you must accept to continue to use the Services. Use of the Content or Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

FlexBets may issue additional terms, Rules and conditions of participation in particular Contests. You agree to be subject to those additional Rules if you participate in such Contests. Additional Rules may be found by visiting the [Contest Rules](#).

For any avoidance of doubt, ongoing Contests shall be subject to the version of the Terms in effect at the start of the Contest. It is FlexBets' sole discretion to determine whether applicable actions are governed by the Terms such as they were in effect during any relevant Contest or if the most recent version of the Terms shall govern control. Additionally, any and all actions and matters specifically related to fraud, misrepresentation, cheating, theft, or other misconduct FlexBets deems to be improper shall be governed by the most recent version of the Terms.

## 5. ELIGIBILITY

Those portions of the Services used to register for or compete in Contests, are open only to eligible users. By registering and competing in a Contest, you hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these terms.

By depositing money or entering a Contest, you are representing and warranting that:

- You are 18 years of age (or the minimum age in your state of residence, which may also be 19 or 21) or older.
- You are a citizen or resident of the United States of America or Canada and that you have an address in the United States of America or Canada.
- At the time when depositing funds or during Contest entry you are physically located in the United States of America or Canada within a jurisdiction in which participation in the contest is not prohibited by applicable law. Jurisdiction eligibility for Contests is generally posted at FlexBets.io.

- You are not residing in Arizona, Connecticut, Delaware, Hawaii, Idaho, Indiana, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nevada, New Jersey, New York, Ohio, Pennsylvania, Virginia, and Washington (together the "Excluded Regions").
- You are not listed on any U.S. Government list or Canadian Government list of prohibited or restricted parties.
- You may establish only one account to participate in the Services offered on the Website.
- You will maintain exclusive control and solely operate only one account.
- You are not prohibited from participating in a Daily Fantasy Sports (DFS) Contest pursuant to a court order.
- You are not an employee or operator of another DFS site or service that charges entrance fees or offers cash prizes.
- You are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.
- You are not any amateur or professional athlete whose performance may be used to determine the outcome of a Contest.
- You are not any sports agent, team employee, referee, or league official associated with any sport or athletic or other event on which Contests are based.
- You agree to abide at all times by these Terms of Use and any other agreements between you and FlexBets regarding your use of the Service or participation in Contests.
- You do not, by virtue of affiliation or as a contractor, have access to the site's or Mobile App's pre-release non-public confidential data about Contest-related information. For purposes of this provision, a "Contractor" means a person or entity who works pursuant to an independent contract or agreement with FlexBets, and has access to nonpublic portions of FlexBets' office(s), FlexBets' nonpublic computer network, or FlexBets' proprietary information that may affect how a Contest is played.
- You are not any member, officer, employee, or agent of FlexBets Fantasy Sports Arena Inc., except when playing in a private league or head-to-head Contest and are prevented from accessing or using any pre-release non-public confidential data or Contest-related information while competing.
- You are not any spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of abode of any member, officer, employee or agent of FlexBets Fantasy Sports Arena Inc., except when playing in a private league or head-to-head Contest and are prevented from accessing or using any pre-release non-public confidential data or Contest-related information while competing.
- You are not a relative of a FlexBets Fantasy Sports Arena Inc. employee with whom you share a household except when playing in a private league or head-to-head Contest.
- FlexBets employees and relatives living in the same household as such employees are prevented from accessing or using any pre-release non-public confidential data or Contest-related information while competing in any private league or head-to-head Contests.
- FlexBets employees and relatives living in the same household are prevented from competing in any fantasy contests offered by any fantasy contest operator in which the operator offers a cash prize, except such individuals may play in a private contest on a

fantasy sports contest platform in which the affiliation is clearly and conspicuously disclosed to each player.

If FlexBets determines that you do not meet the eligibility requirements of this section, then you are not authorized to use the Services. FlexBets may require you to provide proof that you are eligible to participate according to this section prior to receiving a prize. You consent that FlexBets, or a third-party provider acting on behalf of FlexBets, may confirm your age and identity. This may include requesting that you fill out an affidavit of eligibility or other verification information.

If FlexBets otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that FlexBets may have in law or equity, FlexBets reserves the right to terminate your account, withhold or revoke the awarding of any prizes associated with your account or limit your ability to withdraw funds. In such a situation, FlexBets may pay out any withheld or revoked prizes to the other entrants in the relevant Contest in a manner consistent with the prize structure of the Contest, to be precisely determined by FlexBets in its sole discretion.

FlexBets also reserves the right to withhold revoked prizes to use in furtherance of its fraud prevention or anti-money laundering efforts.

FlexBets employees, shells, contracted prop players, and automated applications may use the Service or Contests for the purpose of testing or enhancing the user experience and only if they do not receive any other advantages in their play on the Service or utilize any pre-release non-public confidential data or Contest-related information. For any avoidance of doubt, except for contracted prop players, such play may not result in the withdrawal of money or prizes except when playing in a private league or head-to-head Contest.

FlexBets consultants, influencers, brand ambassadors, or promoters of the Services may play in Contests without such limitation, but only if (i) their arrangement with FlexBets does not permit them to have any access to non-public Service data or any other data not made available to all players on the Service and (ii) they do not receive any other advantages in their play on the Service.

Employees or operators of other DFS sites that charge entry fees or offer cash prizes who, by virtue of their affiliation with another daily fantasy site, have access to pre-release, non-public, and confidential user data from the other site which provides such persons an unfair advantage in a Contest may not enter any Contests. If it is determined by FlexBets, in its sole discretion, that such a person entered a Contest with a Prize and possessed or utilized an unfair advantage due to their access to pre-release, non-public, and confidential user data from the another site, FlexBets will disqualify the entry, will not award the person any Winnings, and may report such person's violation of this provision to the daily fantasy site for which the entrant is employed by, operates or affiliated with.

Professional or amateur athletes, sports agents, coaches, team owners, team employees, team support personnel (e.g., without limitation, team physicians), commissioners, referees or league officials, and their immediate family members, are not eligible to participate in, and are strictly prohibited from entering any Contests in the sport in which they are associated. Other individuals who through an ownership interest or game-related employment can influence the gameplay are likewise ineligible.

FlexBets is not affiliated with or sponsored by any sports team, athlete, competition participant, the National Football League, the National Hockey League, National Basketball League, Women's National Basketball League, Major League Soccer, or Major League Baseball.

## 6. ACCOUNT REGISTRATION AND CONDITIONS

In order to participate and use the Services you must register for a user account (collectively "Account") through the FlexBets Website or Mobile App. A registered user is known as an "Account Holder" or "User" for the provided Services.

At the time of registration for online account access, you must provide a valid email address and supply a Username and Password to be used in conjunction with your account. You may not use a Username that promotes a commercial venture or a Username that FlexBets in its sole discretion deems offensive. Many portions of the Service require registration for access to protected areas (the "Restricted Areas").

You agree that FlexBets may use third-party KYC (Know Your Customer) and geolocation services to determine your location or place of residence. You may be asked to provide additional information such as your residential address if such services are unable to adequately identify you.

You acknowledge and agree that FlexBets is authorized to act on instructions received through the use of your Username and Password, and that FlexBets may, but is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you, or for any other reason.

FlexBets may require you to change your Username or may unilaterally change your Username on your behalf.

By registering as a user of the Services, you agree to provide accurate, current, and complete information about yourself as prompted (such information being the "Registration Data") and maintain and promptly update such Registration Data to keep it accurate, current, and complete. If any provided information is inaccurate, not current, incomplete, fraudulent, or FlexBets has reasonable grounds to suspect that such information is inaccurate, incomplete, or fraudulent, FlexBets may deny access to Service areas requiring login or registration and may terminate your Account at its sole discretion.

You may establish, maintain, use and control only one Account on the Services. Each Account on the Services may only be owned, maintained, used, and controlled by one individual. You acknowledge that as an authorized Contest participant, you are prohibited from allowing any other persons to access or to use your Account.

For avoidance of doubt, users may not "co-own" Accounts on the Services. In the event FlexBets determines that you have opened, maintained, used or controlled more than one Account, or allowed another person to use your Account, in addition to any other rights that FlexBets may have,

FlexBets reserves the right to suspend or terminate any or all of your Accounts and terminate, withhold or revoke the awarding of any prizes.

Your account is not transferable. Under no circumstances shall you allow or permit any other person or third-party, including, without limitation, any person under the age of eighteen (18), to use or re-use your account in such a way that may breach the standards or laws in any jurisdiction where you are located and/or are a resident, or where such other person is located and/or is a resident. You accept full responsibility for any unauthorized use of the Services and for any use of your account by any other person or third-party in connection with your account.

You agree that the sole and specific purpose of creating an Account is to participate in the Services and Contests provided by FlexBets. FlexBets shall be entitled to suspend, limit, or terminate your Account if we have reasonable grounds to believe (as determined at our sole discretion) that you are using the Services for an illegal or improper purpose. In such circumstances, we may also report such activity to relevant law enforcement or government authorities.

It shall be a violation of these Terms of Use for any Account Holder to submit payment using any payment method that is not owned by the Account Holder.

If any deposit is charged back, any winnings generated from entered Contests shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial deposit will be invalidated, forfeited, and deducted from the Account balance. FlexBets reserves the right to close your Account - without notice - shall a deposit be charged back.

You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your Account whether by you or others. You are responsible for ensuring you use strong and secure passwords, and you may be required to change your passwords from time to time.

You agree to (a) never to use the same Password for the Service that you use or have ever used outside of the Service; (b) keep your Username and Password confidential and not share them with anyone else; (c) immediately notify FlexBets of any unauthorized use of your Username and Password or account or any other breach of security; and (d) use only your own Username and Password to access the Service's Restricted Areas. FlexBets cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

You may cancel your Account and terminate your right to use the Services at any time by following the account cancellation instructions within the Services or contacting [support](#). FlexBets may suspend or terminate accounts, confiscate any account balances in accordance with applicable law, refuse any and all current or future use of the Services (and access to all related entitlements), and/or terminate user's limited license to the app at any time, without notice, and for any reason, including, without limitation, for violation of these Terms, illegal or improper use of an account, or

illegal or improper use of the Services. In the event your account is terminated or cancelled, you will have no further access to your account, or anything associated with it. If your account is subject to a suspension or termination, you must respect the restrictions and limitations imposed on your account as part of the suspension or termination, and you should communicate with FlexBets customer support regarding restoration of your account only via [support](#).

As a result of your registration for the Service, you may receive certain commercial communications from FlexBets. You understand and agree that these communications are part of your registration, and that, to the extent required by law, you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to [unsubscribe](#). Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

## 7. CONDITIONS FOR CONTEST PARTICIPATION

Users may access the Mobile App and view the Contests available for entry. Each individual Contest that is not free to enter has an entry fee payable in US dollars. A Contest may consist of user defined and/or a pre-determined entry fee. The total entry fee for each Contest is prominently displayed within each respective Contest's entry page. The minimum entry fee for Contests that are not free to play is one dollar (\$1.00) and any maximum entry fee established for Contests are established at FlexBets' sole discretion. After a validated, secure, and geolocated login, a User may select to participate in a Contest and complete the entry process. Upon submitting and confirming the entry, the listed quantity of US dollars and cents will be debited from the Account Holder's FlexBets account. The maximum number of entries User may submit for a particular Contest is listed under the "Rules" of each Contest.

Entry fees, award multipliers, and prize allocations vary depending on the Contest. The official Contest start time is published at Contest creation and final prize allocations will be clearly published under the Contest Entry and My Entries sections.

FlexBets reserves the right to cancel or void Contests, in our sole discretion, without any restrictions. Users with a paid entry fee in a cancelled or voided Contest will receive credit to their FlexBets Account balance for the amount of their entry fee.

A User may not cancel their entries once submitted. If you believe you have placed an entry in error, you must contact FlexBets support by emailing [support@FlexBets.io](mailto:support@FlexBets.io) at least 5 minutes prior to the start of the first event in the Contest and indicate the issue or error with your entry. Where explicitly allowed and made available in a Contest, a User may edit their entry in the Contest up to 5 minutes before the Contest commences in accordance with these Terms and the Contest Rules.

If FlexBets determines, at its sole discretion, that a request to cancel an entry is valid, the entry fee will be refunded in promo dollars to your FlexBets User account. FlexBets is not obligated to honor cancellation requests received less than 5 minutes before the Contest starts. Entries cannot be canceled after a Contest has commenced. Additionally, Contests lock 5 minutes before the first event begins, and no further entries or Contest selection changes will be allowed after that time.



In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the registered Account Holder under whose Username the entry was submitted. FlexBets reserves the right not to award a prize to an individual it believes, in its sole discretion, did not submit the winning entry.

If you become disconnected from the Services while in the process of a Contest entry, in such an event, please login to your User Account as soon as practicable and check the status of your Contest Entry. FlexBets shall not bear any responsibility for your failure or inability to meet a Contest entry Deadline. Users are encouraged to plan ahead and leave plenty of time to complete the necessary selection and entry timelines.

FlexBets is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Contest), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a Contest; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

FlexBets is not responsible for incomplete, illegible, misdirected, or stolen entries. If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, Web App or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with the Terms of Use or applicable Contest rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of FlexBets corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, the Company reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification, or suspension occurs, notification will be posted on the Mobile Apps and Website.

## 8. RESPONSIBLE GAMING

FlexBets' Contests enable every user to play within their financial means. We are committed to integrity, fairness, responsibility, and reliability. We do everything reasonably possible to avoid and prevent gaming-related problems. We have developed measures to maintain a responsible, safe, and reliable place to participate in online gaming.

FlexBets offers options to self-exclude and self-limit. If, at any point, you think you are spending too much time or money participating using FlexBets' Service, you have the option of taking a break or to self-exclude yourself from the Service entirely. Self-limiting allows you enjoy our Contests, however, within the parameters that you set for yourself. FlexBets also provides options to limit the amount of funds you can deposit into your account by choosing an amount over a daily, weekly, and monthly period.

FlexBets reserves the right, in its sole discretion, to make the determination whether you are interacting with the platform in a responsible way. FlexBets, in its sole discretion, may impose stricter responsible gaming limits than those imposed by the Authorized Account Holder in accordance with FlexBets policies and procedures to facilitate safe play. Information about responsible gaming, including self-exclusion, timeouts, and self-limitation options, is available at: FlexBets.io.

FlexBets encourages you to set responsible gaming limits. You can use responsible gaming settings to self-exclude or take a timeout, which will suspend your account for at least thirty-six (36) hours. If you temporarily self-exclude or take a timeout before any of your Contest entries have commenced, FlexBets will cancel those pending contest entries within twenty-four (24) hours of your election, and the associated entry fees will be refunded as promotion dollars for future entries. If you permanently self-exclude, you will be removed from any upcoming Contests as outlined in the self-exclusion procedures, and any entry fees for those contests will be refunded to your FlexBets account.

**Your Options to Limit Play Include:**

- Timeouts (Take a temporary break ranging from 3 to 365 days)
- Self-Exclusion (Take an extended break ranging from 1 to 3 years or indefinitely)
- Self-Limitation (limit time using our services or amounts you can deposit or wager)

Do you feel you may have a gambling problem? The National Council on Problem Gambling provides a range of free and confidential resources, including answers to commonly asked questions, a gambling behavior self-assessment, information about treatment, and the National Problem Gambling Helpline (1-800-GAMBLER) to connect you with help in your state. You may also visit the website [ncpgambling.org](https://ncpgambling.org)

In Arizona you may call the 24-hour helpline at 1-800-NEXT-STEP, text NEXT-STEP to 53342 or visit <https://problemgambling.az.gov/>.

Unsure you have a gambling problem? You may also take a self-assessment quiz here:

<https://problemgambling.az.gov/resources/self-screening-quiz>

FlexBets strongly encourages users to embrace and practice responsible gaming. Please email FlexBets' [responsible gaming](#) support for further details.

## 9. CONDUCT AND DISQUALIFICATION

As a condition of use, you promise not to use the Services for any purpose that is unlawful, improper or prohibited by these Terms, or any other purpose not reasonably intended by FlexBets.

Violation of Contest rules or these Terms may result in the removal of your Content from the Service, cancellation of your entries, forfeiture of winnings, and/or the cancellation of your account. You acknowledge and agree that FlexBets may remove any User Content and terminate any FlexBets account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content).

To report Terms of Use or Conduct violations, please email: [admin@FlexBets.io](mailto:admin@FlexBets.io)

FlexBets, in its sole discretion, may disqualify you from a contest or the entire Service, refuse to award prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct FlexBets deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of the Service or in any way detrimental to other users.

You also acknowledge that the forfeiture and or return of any prize shall not prevent FlexBets from pursuing criminal or civil proceedings in connection with such conduct.

Improper conduct includes, but is not limited to:

- Falsifying personal information, including payment information, tax reporting information or other information required to enter a Contest or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Contest or claim a prize;
- Violating eligible payment method terms, including the terms of any cash rewards payment card;
- Any violation of Contest rules or the Terms of Use;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Using a single Account to participate in a Contest on behalf of multiple entrants or otherwise collaborating with others to participate in any Contest;
- Using automated means (including but not limited to scripts and third-party tools) to interact with the Web App or Website in any way (this includes, but is not limited to: creating a Contest, entering a Contest, withdrawing from a Contest, editing or entering Contest selections, and submitting bonus entries);
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Mobile App or Website for any purpose;
- Exploiting vulnerabilities or glitches in the contests;
- Any type of bonus program abuse, abuse of the refer-a-friend program, or abuse of any other offers or promotions;
- Tampering with the administration of a Contest or trying to in any way tamper with the computer programs or any security measure associated with a Contest;
- Obtaining other entrant's information or Contest entries;

- Post or transmit, or cause to be posted or transmitted, any Content that are infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
- Use the Services for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
- Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, Account, or private information from any User;
- Spamming other entrants;
- Submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- Use IP proxying or other methods to disguise your location or the place of your residence to circumvent geographical restrictions on DFS Contest participation;
- Abusing the Mobile App or Website in any way, and
- Tampering with the administration of the Service or trying to in any way tamper with the computer programs associated with the Service;

If for any reason the Service or a Contest is not running as originally planned, FlexBets reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notifications may be posted on the Mobile App or Website.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE MOBILE APPLICATION WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FLEXBETS RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Prizes will only be awarded if a Contest is successfully run. FlexBets reserve the right to cancel contests at any time for any reason. In the event of a cancellation, all entry fees will be refunded to the subsequent User, except as specifically provided in these Terms.

## 10. USER CONTENT

You understand that all Content made available on the Service by a user (herein “User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. For any avoidance of doubt, this means that you as a User are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Service. Under no circumstances will FlexBets be liable in any way for any User Content.

You acknowledge that FlexBets may or may not pre-screen User Content, but that FlexBets and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service.

Without limiting the foregoing, FlexBets and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in FlexBets' sole discretion.

You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.

With respect to User Content you submit or otherwise make available on or to the Service, you grant FlexBets an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part), and to incorporate such User Content into other works, in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Service. FlexBets reserves the right, but has no obligation, to monitor disputes between you and other users.

To report User Content violations or abuse, please email: [admin@FlexBets.io](mailto:admin@FlexBets.io)

## 11. SKILL BASED CONTEST CLASSIFICATION

The Contests provided by FlexBets are considered **skill-based prize competitions**. Users choose objective criteria as stated in each Contest's rules. Winners are determined by the objective criteria described in the Contest deadline, roster, Rules, scoring, and any other applicable documentation associated with the Contest.

For each contest, winners are determined by the Users who best use their skill and knowledge of relevant professional sports and competition information, DFS rules, performance statistics and confidence level statistics to predict the performance of professional athletes, teams and participants to accumulate the most points. The Services may not be used for any form of illicit or illegal gambling or sports betting.

You acknowledge and agree to participate in the Contests at your own risk and acknowledge your ability to win any Contest is dependent on your skill and performance in the Contest.

The Contests and promotions provided by FlexBets are based on skill, not chance, and award amounts are pre-determined, and their value is not based on sport betting odds. Users acknowledge that making selections with more challenging odds may earn more Contest points but may not result in higher awards for winning the Contest.

FlexBets offers Contests spanning multiple professional sports events and competitions, generally taking place on a single day or, at most, a single season or tournament. Contests and selections can span multiple teams and players across multiple sports or professional disciplines.

Winners and their Contest results and selections may be posted on the Mobile App, Website and within FlexBets marketing content and social media posts.

## 12. CONTEST STATISTICS AND LIVE SCORING

To the extent that we offer 'live' statistics during gameplay, all 'live' statistics and other information provided through the Services and related information sources are unofficial. Live sports statistics and their respective components are offered for informational and/or entertainment purposes only and are not used to determine the results of our Contests. While FlexBets and the third parties employed to provide the statistics and live scoring Services use reasonable efforts to include accurate and up-to-date information, neither FlexBets nor its third-party providers warrant or make any representations of any kind with respect to the information provided through the FlexBets Mobile App, Website, and related information sources. FlexBets and its third-party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the FlexBets Mobile App, Website, and related information sources, and shall not be responsible or liable for any error or omissions in that information.

## 13. CONTEST RESULTS AND NOTIFICATIONS

Contest results and prize calculations are based on the final statistics and scoring results at the completion of the last professional sports game of each individual Contest. Once Contest results are reviewed and graded, prizes are awarded. The scoring results of a Contest will not be changed regardless of any official statistics or scoring adjustments made by the leagues at later times or dates, except in FlexBets' sole discretion. Information about the effects of a cancellation, postponement, or rescheduling of a game within a Contest is available in the "Rules & Scoring" link of each Contest and on the website by following this [link](#).

Winners are generally posted on the Application after the conclusion of each contest. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner. In addition, a list of winners and winner's names for a competition may be obtained by writing to:

FlexBets Fantasy Sports Arena Inc.  
9235 N. Union, STE 150 PMB #301  
Colorado Springs, CO, 80924

Only one request per writing will be accepted, multiple request require multiple mailings.

FlexBets reserves the right, in its sole and absolute discretion, to deny any contestant the ability to participate in peer-to-peer or head-to-head contests for any reason whatsoever. Further, FlexBets may, in its sole and absolute discretion, invalidate or cancel any peer-to-peer or head-to-head contest result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

## 14. CONTEST PRIZES AND TAX CONSIDERATIONS

Prizes will only be awarded if a Contest is successfully conducted. FlexBets reserve the right to cancel Contests at any time as stated in these Terms.

Guaranteed prizes are offered in connection with some of the Contests. Each Contest or promotion is governed by its own set of official rules. We encourage you to read such Contest and promotions Rules before participating.

FlexBets offers several different types and styles of Contests. For each Contest, the entry fee and associated prizes or awards are shown in advance.

After each Contest ends, the tentative winners are announced but remain subject to final verification. The players in each Contest who accumulate the most points or correct proposition predictions, and comply with eligibility requirements and applicable rules will win prizes as set out in the Contest details.

Prize calculations are based on the results as of the time when final scoring is tabulated by FlexBets. FlexBets reserves the right to make adjustments based on errors or irregularities in the transmission of information to us from our stats provider or in our calculation of results. We also may make adjustments in the event of noncompliance with the Terms. FlexBets has no obligation to delay the awarding of a prize in anticipation of any adjustment, and we reserve the right to reverse payments in the event of any adjustment. You agree to cooperate with our efforts to reverse payments.

Contest results will be considered final after a 24-hour verification period. Prizes are added to the winner's FlexBets account. FlexBets reserves the right to make adjustments based on errors or irregularities in the transmission to us from our statistics provider or calculation of results, or in the event of a malfunction or breach of our Service or network. In the event of a tie, FlexBets reserves the right to divide the prize evenly between the tied players, unless otherwise specified.

No substitution or transfer of any prize is permitted except at FlexBets' sole discretion. All prizes are awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by FlexBets. If any legal authority challenges the award and/or your receipt of a prize for winning a Contest, FlexBets reserves the right to revoke, cancel, suspend, substitute, or modify the award of such prize.

Any prizes that are mistakenly credited as winnings to your User account remain our property and will automatically be deducted from your User account upon confirmation of the error. Any winnings mistakenly credited to your account that have been withdrawn by you before confirmation of the error will constitute a debt owed by you to FlexBets in the amount of such wrongly attributed winnings.

Winnings may be subject to state or federal taxation. FlexBets may not provide any tax advice. Please consult with your accounting professional. You are solely responsible for filing and paying



applicable state and federal taxes on any winnings. No statements in this agreement or on the Services be construed as tax advice.

All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, FlexBets reserves the right in its sole discretion to determine whether or not to award such prizes.

To the extent required by applicable law, FlexBets may issue a form 1099-Misc to Users that have winnings in the aggregate derived from Contests of \$600 or more over the previous tax year. If requested by FlexBets, you shall provide all information necessary for FlexBets to perform or evaluate any of its obligations under state or federal law, including any updated address, phone and social security number details to FlexBets. These details will be used to allow FlexBets to comply with tax regulations and may be shared with appropriate tax authorities. Lastly, you understand and authorize FlexBets to withhold any amounts related to your Account, if and to the extent FlexBets determines that any amounts must be withheld under applicable law or regulations of the appropriate tax authorities and jurisdictions.

## 15. DEPOSITS, WITHDRAWALS AND REFUND POLICY

You agree to provide FlexBets with valid User information such as a mailing address, date of birth, social security number, and any other information that we may request in order to verify your identity and comply with applicable laws and regulations.

Before making any deposit or receiving a payment, FlexBets may require that a User complete and execute an affidavit of eligibility in which, among other things, the User is required to represent and warrant that the User is eligible to participate in a Contest, is otherwise in compliance with these Terms and, potentially, is required to provide documentation or proof of eligibility and compliance.

FlexBets also may conduct checks for Terms of Use compliance, including anti-fraud and anti-money laundering checks based on playing behavior and Services usage patterns prior to processing any withdrawal. This may include requests for additional information. If we are unable to definitively verify your identity, we reserve the right to suspend or terminate your account and withhold any funds until we have successfully verified your identity.

After prizes are validated and released, Contest winners may withdraw their cash prize awards as well as cash deposits by using the "Withdrawal" option on the Mobile App or Website (when available). Entrants may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a Driver's License, social security number, proof of residence, and/or any information relating to payment/deposit accounts as reasonably requested by FlexBets in order to complete the withdrawal of prizes. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes.

Any withdrawal requests, approved by FlexBets, may be credited back to the same credit card or method of payment used to deposit funds through the Mobile App or Website. FlexBets will only release withdrawals to a different credit card or other payment method other than that which was



used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the credit card(s) or payment method(s) used for the deposit(s).

The processing of requested redemptions back to your account may take up to five (5) business days.

Checks requested for withdrawal are processed within 5 business days of receipt.

In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your deposit (by entering Contests) whose total entry fees equal or exceed the value of the deposit to receive the entirety of such bonus. Promotional deposits, credits, and other bonuses may not be withdrawn from a FlexBets account unless the appropriate terms of the promotion are first achieved by the user.

FlexBets also may conduct checks for Terms compliance, including anti-fraud and anti-money laundering checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to passing such checks, you may withdraw your deposits and/or unrestricted winnings at any time and for any reason.

FlexBets reserves the right to freeze your account and/or delay a request for redemption or withdrawal pending completion of any investigation of reported or suspected abuse by a User requesting redemption, and/or compliance with all applicable Federal and State laws and regulations including but not limited to the Bank Secrecy Act, the Patriot Act, your local jurisdiction regulations, and IRS regulations.

#### **Refund Policy:**

All payments placed through your Account for Contest entries or other fees are final and no refunds will be issued.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the User in whose name the account was registered.

It is your responsibility to ensure the security of your account and as such, you agree to any Contest entries and the costs incurred by those are solely your responsibility.

Accounts may be deemed dormant or inactive after an 18-month period of inactivity, and any remaining funds held in a dormant or inactive account will be treated, in each case, in accordance with applicable state laws and regulations.

Applicable dormant accounts will be charged an inactivity fee as described in Section 27.

#### **Deposit Limits:**

FlexBets may limit the amount of funds you are able to deposit into your User account. Each user will be limited to a maximum aggregate deposit amount of no more than \$6,000 per 31-day rolling period. A separate specific User limit may be established on determination of unacceptable liability risk to FlexBets at our discretion.

**Additional state-imposed deposit limits and rules include:**

**Massachusetts:**

Residents of Massachusetts will be limited to a maximum deposit of no more than \$1,000 per month.

Users residing in Massachusetts may request to increase their deposit limit above \$1,000 per month, up to a maximum of \$6,000, by submitting a deposit limit increase request email to [admin@FlexBets.io](mailto:admin@FlexBets.io). Upon receiving such request, FlexBets support will provide instructions on how to pay any applicable administrative fees and obtain consent for collecting state-mandated financial sufficiency information. This information, which includes income or asset details, is required by the state to ensure that the user can afford potential losses from gameplay at the higher deposit limit.

**Tennessee:**

Residents of Tennessee will be limited to a maximum deposit of no more than \$2,500 per month.

Users residing in Tennessee may request to increase their deposit limit above \$2,500 per month, up to a maximum of \$6,000, by submitting a deposit limit increase request email to [admin@FlexBets.io](mailto:admin@FlexBets.io). Upon receiving such request, FlexBets support will provide instructions on how to pay any applicable administrative fees and obtain consent for collecting state-mandated financial sufficiency information. This information, which includes income or asset details, is required by the state to ensure that the user can afford potential losses from gameplay at the higher deposit limit.

Financial sufficiency is defined as an annual income of more than \$150,000 (or \$300,000 jointly with a spouse) in each of the two (2) most recent years and a reasonable expectation of reaching the same income level in the current year, or financial net worth greater than \$500,000 excluding the users primary residence.

Monthly deposit limits may be managed by users and temporarily or permanently adjusted from \$50 to \$6,000 by setting a new deposit limit in the Responsible Gaming Deposit Limits dialog of the application.

When a user decreases their deposit limit, the new limit is enforced immediately. For deposit limit increases, a user must wait for a 3-day cool off period before a deposit limit is increased to the newly input amount.

## 16. USER FUNDS SECURITY

Deposits and User winnings after Contests are finished are held in a separate, segregated account (the "Segregated Account") held by FGA Processing LLC (a Texas corporation and a legally separate and independent subsidiary of FlexBets Fantasy Sports Arena Inc). These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described in these Terms, and FlexBets may not at any time access or use Segregated Account funds to cover its

operating expenses or for other purposes other than to cover specific user fees as described in these Terms.

Your withdrawals of deposits or Contest Prize winnings will be made from this Segregated Account, and any checks or other payments issued from that Account may bear the name of FlexBets' subsidiary. You may not transfer funds between your account and another user's account.

Vendors, players, and creditors shall be aware that the funds in the Segregated Account are the property of FGA Processing LLC and do not belong to FlexBets Fantasy Sports Arena Inc., and are not available to creditors of FlexBets Fantasy Sports Arena Inc, except for players whose funds are held in such account.

FlexBets Fantasy Sports Arena Inc. and FGA Processing LLC are prohibited from commingling funds held by FlexBets Fantasy Sports Arena Inc. and funds belonging to FGA Processing LLC held in the Segregated Account. The Segregated Account must also hold, at a minimum, the sum of all authorized User funds held in User's accounts, plus all prize or award funds that are owed or that may be owed in regulated jurisdictions, based on contest participation by Users, until fee and award payment is made on the Contest prize.

FlexBets Fantasy Sports Arena Inc. will take appropriate steps to prevent unauthorized withdrawals from consumer accounts. Users are subject to automated Know Your Customer ("KYC"), Anti-Money Laundering ("AML") and in some instances, a Knowledge Base Authentication ("KBA") verification process may be required whenever a user attempts to withdraw funds. This KBA process may ask a series of at least four multiple choice questions that only the User should know the answers to.

In the event of a dispute as to the identity of a customer, FlexBets Fantasy Sports Arena Inc. can and will require its Users to produce a copy of their driver's license, credit cards, utility bills, passport or other legal form of identification for identity verification. If a customer cannot validate their identity and account, FlexBets Fantasy Sports Arena Inc. will not release the funds from the account.

Players who believe that funds held by or their accounts with FlexBets Fantasy Sports Arena Inc. have been misallocated, compromised or otherwise mishandled, may register a complaint with FlexBets Fantasy Sports Arena Inc. online by e-mailing [support@FlexBets.io](mailto:support@FlexBets.io) or in writing to Financial Support, FlexBets Fantasy Sports Arena Inc., 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803.

FlexBets Fantasy Sports Arena Inc. shall use best efforts to respond to such complaints within ten (10) days. If FlexBets Fantasy Sports Arena Inc. determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons, therefore. If more information is required for FlexBets Fantasy Sports Arena Inc. to process the complaint, the response will describe in detail the form and nature of the necessary additional information needed to resolve the complaint.

## 17. LIMITATIONS

The failure of FlexBets to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of FlexBets (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

## 18. LICENSE

Subject to your agreement to and compliance with these Terms, FlexBets grants you a limited, non-exclusive, and non-transferable license to

- (i) download and install a copy of our mobile application on a mobile communication device that you exclusively control,
- (ii) access and use the Services made available in or otherwise accessible through the mobile application in accordance with these Terms and,
- (iii) protect your personal login information to ensure you maintain exclusive access to the Services associate with your account

Users of the Content or Services provided through the mobile application or website acknowledge and agree that they shall not:

- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Contests, Content, Terms, or mobile application;
- Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the mobile application, website or any part thereof;
- Copy or alter and Content or intellectual property;
- Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, including any copy thereof;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services, Content or any features or functionality or Contest, to any third-party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one (1) instance at any time;
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, copyrights, trade secrets, management or security features in or protecting the Services, Content or Contests;
- Use the Services, Content or Contests in a manner prohibited by applicable laws or regulations, including, without limitation, in connection with any form of unlawful gambling;

- Attempt to use the Services, Content or Contests if under an age as prohibited by applicable laws or regulations of use, or allow such underage individuals to participate in the unlawful use of the Services, Content or Contests; and
- Attempt to circumvent any Geolocation, identity identification or regulatory controls.

Users further acknowledge and agree that the app is provided under license, and not sold, to users. Users do not acquire any ownership interest in the app under these Terms, or any other rights thereto other than to use the app in accordance with the license granted, and subject to all terms, conditions and restrictions, under these Terms. FlexBets and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the app, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to users in these Terms.

#### **Apple Disclaimers:**

FlexBets Fantasy Sports Arena Inc. is not associated with Apple, Inc. Apple does not sponsor and is not involved in any way with FlexBets contests.

- Users acknowledge and agree that these Terms are solely between users and FlexBets only, and not with Apple, Inc. ("Apple"). Users further acknowledge and agree that:
- Apple and its subsidiaries are third-party beneficiaries under these Terms and that, upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of these Terms against users as a third-party beneficiary thereof.
- Apple has no responsibility for the iOS FlexBets App or any included content.
- In the event of any failure of the iOS FlexBets App to conform to any applicable warranty, users may notify Apple, and Apple will refund the purchase price for the iOS FlexBets App to users (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS FlexBets App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- Apple is not responsible for addressing any of your claims or those of any third-party relating to the iOS FlexBets App or your possession and/or use of the iOS FlexBets App, including, without limitation: (i) maintenance and support; (ii) product liability claims; (iii) any claim that the iOS FlexBets App failed to conform to any applicable legal or regulatory requirement; and (iv) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the iOS FlexBets App of your possession and use of the iOS FlexBets App infringes that third-party's intellectual property rights, Apple will not have any responsibility for the investigation, defense, settlement, and discharge of such claim.

#### **Google Disclaimers:**

- Users acknowledge and agree that these Terms are solely between users and FlexBets only, and not with Google, Inc. ("Google"). Users further acknowledge and agree that:
- Google and its subsidiaries are third-party beneficiaries under these Terms and that, upon your acceptance of these Terms, Google will have the right (and will be deemed to have

accepted the right) to enforce the terms and conditions of these Terms against users as a third-party beneficiary thereof.

- Google has no responsibility for the app or any included content.
- In the event of any failure of the Android FlexBets App to conform to any applicable warranty, users may notify Google, and Google will refund the purchase price for the Android FlexBets App to users (if any). To the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the Android FlexBets App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- Google is not responsible for addressing any of your claims or those of any third-party relating to the Android FlexBets App or your possession and/or use of the Android FlexBets App, including, without limitation: (i) maintenance and support; (ii) product liability claims; (iii) any claim that the app failed to conform to any applicable legal or regulatory requirement; and (iv) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Android FlexBets App or your possession and use of the Android FlexBets App infringes that third-party's intellectual property rights, Google will not have any responsibility for the investigation, defense, settlement, and discharge of such claim.
- Your use of the Android FlexBets App must comply with Google's then-current Android Market Terms of Service.

## 19. CONSENT TO PUBLICITY

By entering a contest, you consent to FlexBets' and its service providers' and business partners' use of your name, voice, likeness, location and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected or other Contest and/or FlexBets generally, unless otherwise prohibited by law.

FlexBets Fantasy Sports Arena Inc. and its business partners reserve the right to make public statements about the entrants and winner(s), on-air, on the Internet, or otherwise, prior to, during or following a Contest. Entrants agree that FlexBets Fantasy Sports Arena Inc. may announce any winner's name on-air or on any of its websites or any other location at any time in connection with the marketing and promotion of FlexBets or other Contests, Content or games operated by FlexBets Fantasy Sports Arena Inc. You agree that participation in and (where applicable) the winning of a prize in connection with a Contest constitute complete compensation for your obligations under this paragraph, and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations. The rules specific to certain Contests may contain additional publicity obligations or may require a written signature on a separate publicity waiver.

## 20. BONUSES AND PROMOTIONS

FlexBets frequently offers bonuses or promotions to newly depositing Users and for other marketing purposes. In the event of abuse of the bonus or promotion system by any user, FlexBets reserves the right to retract your User bonuses or promotions. Certain promotions and bonuses may be awarded as “pending” or “restricted” and are earned gradually when users enter and complete qualifying paid Contests. Once meeting the specified criteria, a user’s pending bonus or promotion is converted into a monetary promo credit that can be used to play on FlexBets as the user enters real money Contests in accordance with the terms of the offer or promotion. Unless otherwise stated, any unconverted pending bonus or promotion remaining in a user’s account 15 days after it has been initially credited may automatically expire or be removed at FlexBets’ sole discretion.

Any credit a new user receives is for entry into Contests on FlexBets and can only be withdrawn if they have been previously entered into at least one Contest. A deposit match bonus will require a user to play through from one to 25 times their initial deposit amount plus the bonus amount received before they may request a withdrawal of earnings from any bonus or promotion award. Additionally, if a bonus or promotion credit expires or a user withdraws money after a deposit which delivers a deposit promo or bonus before fulfilling the playthrough requirements for the bonus or promo, then the promo or bonus award and any associated earnings from such promo or bonus entries will be retracted.

Bonus and promo awards available in a user’s account are automatically applied to fulfill all or a portion of the required entry fees for a real money Contest entered by a User before applying any of the User’s monetary funds to fulfill the required Contest entry fee requirements.

## 21. INDEMNITY

You agree to release and to indemnify, defend and hold harmless FlexBets and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys’ fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. FlexBets 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 FlexBets in the defense of such matter.

## 22. WARRANTY DISCLAIMERS

You expressly understand and agree that your use of the Service is at your sole risk. The Service (including the Contests, Service, and the Content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that FlexBets has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release FlexBets from all liability for you having acquired or not acquired Content through the Service. The Service may contain or direct you to other websites containing information that some people may find offensive or inappropriate. FlexBets makes no representations concerning any Content contained in or accessed through the Service, and FlexBets will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

## 23. LIMITATION ON LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE APPLICATION, SITE, CONTESTS AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE APPLICATION, SITE, CONTESTS AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APPLICATION, SITE, CONTESTS AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FLEXBETS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF FLEXBETS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE APPLICATION, SITE, CONTESTS AND SERVICE; THE USE OR THE INABILITY TO USE THE APPLICATION, SITE, CONTESTS AND SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APPLICATION, SITE, CONTESTS AND SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PARTICIPATE IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED



ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE APPLICATION, SITE, CONTESTS AND SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FLEXBETS' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO FLEXBETS FOR GENERAL USE OF THE SITE OR SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SERVICE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## 24. FLEXBETS' PROPRIETARY RIGHTS

All title, ownership and intellectual property rights in and to the Service are owned by FlexBets Fantasy Sports Arena Inc. or its licensors. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by FlexBets Fantasy Sports Arena Inc., you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display, or create derivative works based on the Service, in whole or in part.

## 25. LINKS AND THIRD-PARTY SERVICES DISCLAIMER

The Service provides, or third parties may provide, links to other World Wide Web sites, applications or resources. Because FlexBets has no control over such sites, applications and resources, you acknowledge and agree that FlexBets is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that FlexBets shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

FlexBets is not responsible for the availability, quality, or performance of any third-party services, including, but not limited to internet connection, mobile service, or any other external services that may be required to access or use our Website, Mobile Applications, or Services. Users acknowledge that any issues, interruptions, or limitations related to third-party services are beyond the control of FlexBets, and FlexBets shall not be held liable for any damages, losses, or inconveniences arising from such third-party service issues.

## 26. TERMINATION AND SUSPENSION

FlexBets may terminate or suspend all or part of the Service and your FlexBets account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Service will immediately cease. If you wish to terminate your FlexBets account, you may contact us at [admin@FlexBets.io](mailto:admin@FlexBets.io)

Or

FlexBets Fantasy Sports Arena Inc.  
9235 N. Union, STE 150 PMB #301  
Colorado Springs, CO, 80924

The following provisions of the Terms survive any termination of these Terms: CONDITIONS FOR CONTEST PARTICIPATION (except for Registration and Account Password and Security); BONUSES AND PROMOTIONS; CONDUCT AND DISQUALIFICATION; INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS AND THIRD-PARTY SERVICES DISCLAIMER; TERMINATION; NO THIRD-PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with FlexBets regarding restoration of your account only via [support@FlexBets.io](mailto:support@FlexBets.io)

## 27. ACCOUNT INACTIVITY FEE

If your FlexBets User account has no activity for eighteen (18) months, it will be considered inactive. FlexBets will email a notice to you at your registered email address and notify you that your account has been determined as inactive and will be set to inactive status thirty (30) days following such notice.

FlexBets will assess an inactivity fee of \$9.99 per month on all inactive accounts, following this thirty (30) day notification, until the account is reactivated by either logging in to your account, entering a Contest, making a deposit, or withdrawing funds.

If your account remains inactive for the amount of time specified by applicable state law, usually between thirty-six (36) and sixty (60) months, it will be considered abandoned. Once an account is abandoned, FlexBets is required by state law to remit the abandoned funds to the appropriate state agency as unclaimed property. FlexBets may also charge additional processing fees associated with the delivery of abandoned funds to the applicable state agency.

## 28. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

## 29. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

### 1. Initial Dispute Resolution

Our Customer Support Department is available at [admin@FlexBets.io](mailto:admin@FlexBets.io). Our Customer Service Department is able to resolve most concerns quickly to our players' satisfaction. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

### 2. Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions.

The arbitrator, 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, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The Commercial Arbitration Rules governing the arbitration may be accessed at [www.adr.org](http://www.adr.org) or by calling the AAA at +1.800.778.7879.

### 3. Location

If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you.

### 4. Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND FLEXBETS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

### 5. Exception - Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

### 6. 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending certified return receipt written notice of your decision to opt-out to the following address:

FlexBets Fantasy Sports Arena Inc.  
9235 N. Union, STE 150 PMB #301  
Colorado Springs, CO, 80924

The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, FlexBets also will not be bound by them.

### 7. Changes to this Section

FlexBets will provide 60-days' notice of any changes to this section (Section 29). Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

For any dispute not subject to arbitration you and FlexBets agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Texas. 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 FlexBets shall be governed by the laws of the State of Texas without regard to conflict of law provisions.

## 30. SPECIAL TERMS FOR CALIFORNIA USERS

In accordance with California Civil Code Section 1789.3, users who are California residents are entitled to the following consumer rights notice:

If you have a complaint regarding FlexBets' Services or wish to receive further information regarding use of our Services, please contact:

FlexBets Fantasy Sports Arena Inc.  
9235 N. Union, STE 150 PMB #301  
Colorado Springs, CO, 80924  
Email: [Support@FlexBets.io](mailto:Support@FlexBets.io)

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at:

1625 North Market Blvd., Suite N 112, Sacramento, CA 95834,  
or by telephone at 1 (800) 952-5210.

## 31. GENERAL INFORMATION

### 1. Entire Agreement

These Terms (and any additional terms, rules and conditions of participation in particular Contests that FlexBets may post on the Service) constitute the entire agreement between you and FlexBets with respect to the Service and supersedes any prior agreements, oral or written, between you and FlexBets. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular Contests, the latter will prevail over the Terms to the extent of the conflict.

### 2. Waiver and Severability of Terms

The failure of FlexBets to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms 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 of the Terms remain in full force and effect.

### 3. Statute of Limitations

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 Service, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### 4. Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

### 5. Communications

Users with questions, complaints or claims with respect to the Service may contact us using the relevant contact information set forth above.

Thank you for agreeing to these Terms, we hope you enjoy using FlexBets and our Services!