

TERMS OF USE

Date Last Modified: March 1, 2020

The www.SportsGravy.com website (the “**Website**”), the SportsGravy™ mobile application (the “**App**”), and the related online and mobile services (collectively with the Website and the App, the “**Services**”) are made available by Sports Gravy, LLC, a Minnesota limited liability company (“**SportsGravy**”), subject to these Terms of Use (“**Terms of Use**”).

By accessing and/or using the Services, or by clicking “Accept” while registering for an account through the Services (“**Account**”), You agree to be bound by these Terms of Use, as they may be amended from time to time, and You further agree that SportsGravy may collect, process, transfer, use and disclose Your information in accordance with SportsGravy’s [[Privacy Notice](#)]. **PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT DOWNLOAD THE APP OR CONTINUE TO ACCESS OR USE THE SERVICES AND DO NOT REGISTER FOR AN ACCOUNT.**

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION (SECTION 23) AND CLASS ACTION WAIVER (SECTION 23) THAT AFFECT YOUR RIGHT TO BRING A CLAIM IN COURT, IN FRONT OF A JURY AND AS A MEMBER OF A CLASS ACTION.

1. **Compliance.** To ensure You remain in compliance with these Terms of Use, SportsGravy recommends reviewing the current Terms of Use each time You access or use the Services. All access to and use of the Services, Accounts and the materials, content, information and data contained on or provided through the Services and Accounts are subject to compliance with these Terms of Use and all applicable laws, rules and regulations. If You have any questions or comments regarding these Terms of Use or the Services, please contact SportsGravy at the contact information listed in Section 26 below.
2. **Eligibility.** The Services may be downloaded, accessed or used by sports organizations, associations, leagues, teams and other entities (“**Organizations**”), coaches and managers of teams, sports participants (each a “**Player**”), parents or legal guardians of Players (each a “**Guardian**”), and visitors to the Website. If You are under the age of eighteen (18), You are not eligible to download, access, use or register for the Services or an Account unless You are a Player and Your Guardian has agreed to be bound by these Terms of Use individually and on Your behalf. If You download, access, use or register for the Services (i) on behalf of an Organization, “You” includes yourself individually and such Organization and You represent and warrant that you are a duly authorized representative of such Organization and have the authority to bind such Organization to these Terms of Use, or (ii) as a Guardian, You are agreeing to these Terms of Use individually and on behalf of each Player under the age of eighteen (18) for whom you are the parent or legal guardian. SportsGravy reserves the right to demand proof of eligibility at any time and to suspend or terminate Your Account and/or Your access to and use of all or any part of the Services if satisfactory evidence of eligibility is not promptly provided.
3. **General Use.** The Services are made available, subject to these Terms of Use, to allow You to (i) obtain information about the Services, (ii) register for an Account, (iii) organize, track, administer and communicate regarding sports organization, association, league and team scheduling and registration, and Player performance, testing and development, and (iv) request and receive support with respect to the Services. Subject to these Terms of Use, SportsGravy grants You a limited, non-exclusive, non-transferable and revocable license to download, access and use the Services solely for the applicable purposes described in this Section 3 and for Your personal, non-commercial benefit. Except as otherwise expressly set forth herein, You shall have no other rights to the Services, and no other rights shall be implied.
4. **Your Account.** You may not have more than one (1) Account without SportsGravy’s permission and You must access the App and non-public portions of the Website through Your Account. The security and confidentiality of Your Account username and password is Your sole responsibility. You shall ensure that no unauthorized person shall have access to Your Account, username or password and shall immediately notify SportsGravy of any unauthorized access or use of which You become aware. You agree to bear all responsibility and liability for all actions under or through Your Account as well as all fees and/or charges incurred from the use of Your

Account, whether authorized or unauthorized. You may update Your Account by changing the Account settings.

5. **Registration Data.** All of Your information and data provided to SportsGravy in connection with registering for Your Account (“**Registration Data**”) must be true, accurate, current and complete at all times. You must immediately update Your Registration Data to keep it true, accurate, current and complete. Notwithstanding anything to the contrary, You hereby authorize SportsGravy and its affiliates, contractors and suppliers to use, copy, sublicense and disclose Registration Data (i) as part of providing the Services, (ii) if required by applicable law, where necessary to enforce these Terms of Use and/or to protect any of SportsGravy’s or other parties’ legal rights, (iii) in an aggregated form which does not include Your identifying information, and (iv) as permitted by SportsGravy’s [[Privacy Notice](#)]. You are solely responsible to obtain any necessary rights, authorizations and consents with respect to Your Registration Data, including, without limitation, to grant the foregoing rights to SportsGravy and its affiliates, contractors and suppliers. If You provide SportsGravy Your email address or register for an Account, You hereby consent to and authorize SportsGravy to (a) send notices regarding the Services to your specified email address, instead of notice by other means such as mail, and (b) send other messages to such email address, such as changes to features of the Services and special offers (collectively, “**Other Messages**”). If You do not want to receive Other Messages, You may opt out by contacting SportsGravy using the contact information located in Section 26 below. Opting out of receiving Other Messages may prevent You from receiving email messages regarding updates, changes to the Services or offers.
6. **Prohibited Uses.** In addition to uses otherwise prohibited by SportsGravy, these Terms of Use or applicable law, You shall not, and You shall not allow any third party to, do any of the following:
 - Download, access, use or register for the Services if You are under eighteen (18) years old, unless You are a Player and Your Guardian has agreed to these Terms of Use on Your behalf.
 - Change or delete any copyright or proprietary notices from the Services.
 - Access or use the Services to send unsolicited commercial email to any person, or to threaten, harm or harass another user’s Account, use and/or access of the Services, including, but not limited to, attempting to gain access to another user’s Account.
 - Access or use the Services by artificial means or in a manner that, in SportsGravy’s sole discretion, would inflict an excessive load on SportsGravy’s or its suppliers’ hardware or software.
 - Post, upload or transmit: (i) any data, content or materials meant to market or advertise services or products that are competitive with the Services, solicit any other users of the Services for such purposes and/or use data, content or materials gathered from the Services for such purposes, (ii) any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of SportsGravy or a third party, (iii) any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of SportsGravy or a third party, and/or (iv) any disabling code (defined as computer code designed to interfere with the normal operation of the Services or SportsGravy’s or a third party’s hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Services or SportsGravy’s or a third party’s hardware or software.
 - Use the Services for any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating services, products or software that are substantially similar to the Services.
 - Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structures or organizations), modify or create a derivative work of the Services by any means whatsoever.
 - Distribute, disclose or allow use of any portion of the Services or Your Account in any format through any timesharing device, service bureau, network or by any other means, to or by any third party.
 - Use or access any data, content or materials for any purpose or in any manner other than real-time viewing (which prohibits, for example, screenshots, downloading and storing) unless expressly permitted by the features of the Services.

- Use or access the Services or any data, content or materials provided through the Services in violation of international, federal, state or local law or other applicable rules or regulations. If You access the Services from outside the United States, You do so at Your own risk and are solely responsible for compliance with laws of Your jurisdiction.

7. **User Content.** The Services may contain user-generated or provided data, content and materials (“**User Content**”). User Content is the sole responsibility of the user that submitted that User Content. SportsGravy does not control User Content generated or provided by users and is under no circumstances responsible or liable in any way for any User Content that is made available through the Services. SportsGravy does not endorse any User Content, and does not warrant or guarantee the integrity, truthfulness, accuracy or quality of any User Content. SportsGravy reserves the right (but is not obligated) to edit or remove any User Content in whole or part, at any time and for any or no reason. You agree that SportsGravy is not liable for any loss or damage of any kind resulting from availability, access and/or use of any User Content. You further agree that the data, content and materials You generate or provide through the Services (“**Your Content**”) shall be truthful and not misleading. You acknowledge and agree that Your Content will be made available to other users of the Services (subject to the features of the Service which may restrict what users can view and access Your Content). You hereby grant to SportsGravy and its affiliates, contractors and suppliers a nonexclusive, perpetual, irrevocable, world-wide, royalty-free, assignable and sublicensable (through multiple tiers), license to reproduce, copy, use, host, store, sublicense, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, Your Content and Your name, voice and likeness (to the extent they are part of Your Content), (i) in connection with the Services, as specified under Third Party Licenses and/or for the interoperation of any third party products, (ii) if required by applicable law, where necessary to enforce these Terms of Use and/or to protect any of SportsGravy’s or other parties’ legal rights, (iii) in an aggregated form which does not include Your identifying information, and (iv) as permitted by SportsGravy’s [[Privacy Notice](#)]. You are solely responsible to obtain any necessary rights, authorizations and consents with respect to Your Content, including, without limitation, to grant the foregoing rights to SportsGravy and its affiliates, contractors and suppliers.

8. **Releases.** You acknowledge and agree that (i) You are solely responsible and liable for Your interactions with other users of the Services, (ii) SportsGravy does not control the acts, omissions, policies or procedures of other users of the Services or any Organizations, and (iii) You are aware of and fully assume the risks inherent in participating in any athletic or related activities, including, without limitation, death, sickness, injury, psychological stress, loss or damage to person or property. Without limiting the foregoing, You understand the risks associated with the access to and use of the Services and any User Content and other data, content and materials made available through the Services, and acknowledge that You are using the Services and such other data, content and materials at Your own risk and that You are personally responsible for verifying their suitability for Your needs through Your own investigation. To the maximum extent permitted by law, SportsGravy is not liable for, and You hereby waive, release, relinquish and forever discharge SportsGravy, its employees, members, managers, governors, suppliers, agents, contractors, affiliates, representatives, successors and assigns (collectively, the “**SportsGravy Parties**”), from any and all claims, counterclaims, demands, causes of action, suits, liabilities, injuries to person or property (including, but not limited to, death, incapacity and disability), damages, losses, costs and expenses, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, arising out of or related to (a) Your access to and use of the Services, (b) access to and use of any User Content and other data, content and materials made available through the Services, (c) Your interactions with other users of the Services, (d) the acts, omissions, policies or procedures of any Organizations, and (e) Your participation in any athletic activities. You agree to not sue SportsGravy and the other SportsGravy Parties, or assist any other person or entity in any suit against SportsGravy and the other SportsGravy Parties, with respect to any matters released in this Section 8. The terms of this release shall also apply to any of Your relatives, next of kin, heirs, beneficiaries, employers, successors or assigns who assert or attempt to assert any claims on Your or their behalf.

9. **Ownership.** You acknowledge and agree that as between You and SportsGravy, SportsGravy is and shall remain the exclusive owner of the Services, SportsGravy’s data, information and content (expressly excluding User Content and Your Content), and all patent, copyright, trade secret, trademark and other intellectual property rights therein. You shall not challenge or assist any third party to dispute or challenge SportsGravy’s or

its licensors' ownership of such rights or the validity or enforceability of such rights. SportsGravy expressly reserves all rights not expressly set forth in these Terms of Use.

10. **Accessibility and Updates.** You are solely responsible for providing, maintaining and ensuring compatibility with the access requirements for the Services, and all hardware, software, electrical or other physical requirements for use of the Services, including, without limitation, mobile devices, telecommunications and internet access, connections, web browsers or other equipment, programs and services required to download, access and use the Services. To use the App, You must have a compatible mobile device and SportsGravy does not guarantee that the App will be compatible with any specific mobile device. You are solely responsible for Your mobile device data or related charges. SportsGravy may from time to time issue upgraded versions of the App and may automatically update the version of the App that You are using.
11. **Third Party Products.** Access to the Services may include hardware, software and other proprietary materials from SportsGravy's third party suppliers that are subject to license rights, terms and restrictions (collectively, "**Third Party Licenses**"). In such event, Your rights to the Services are expressly subordinate and subject to the Third Party Licenses and you must comply with Third Party Licenses. If SportsGravy's rights provided by a third party supplier are limited, suspended or terminated for any reason, Your rights shall also be so limited, suspended or terminated. To the extent of any conflict between the terms of these Terms of Use and the terms of a Third Party License, the terms of the Third Party License shall control with respect to the applicable third party product.
12. **Warranties.** You represent and warrant that (i) these Terms of Use constitute Your legal, valid and binding obligation enforceable against You in accordance with their terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (ii) You have all requisite authority to enter into these Terms of Use on behalf of Yourself individually, any applicable Organization, and/or any Player under the age of eighteen (18), as applicable, and to carry out the transactions contemplated by these Terms of Use, and the execution, delivery and performance of these Terms of Use have been duly authorized, (iii) Your agreement to these Terms of Use and performance and compliance with the terms of these Terms of Use will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which You or Your affiliates are bound or to which Your properties are subject, (iv) You are the lawful owner of Your Content and Your Registration Data, or to the extent You are not the lawful owner, You have all rights necessary for You to provide, upload and make available Your Content and Your Registration Data and license it as specified herein, and (v) Your Content and Your Registration Data will not violate or in any way infringe on any patent, copyright, trade secret, trademark, intellectual property or other rights of a third party.
13. **Termination.** Access to the Services is provided at the discretion of SportsGravy. SportsGravy has the right at any time, with or without prior notice and without liability, to suspend or terminate Your access to the Services or Your Account, and to refuse any and all current or future use of all or any portion thereof, for any reason, including, but not limited to, if SportsGravy believes that You are in violation of any of the provisions of these Terms of Use, Your Account is being used without Your authorization, or the information You have provided is inaccurate, not current or incomplete. SportsGravy shall also have the right, but not the obligation, at any time to change or discontinue any aspect or feature of the Services and/or change or remove any of the User Content from the Services, in its sole discretion. In the event You desire to terminate Your Account You may do so by contacting SportsGravy using the contact information set forth in Section 26 below. Upon termination of Your Account, all of the information associated with Your Account may be retained or deleted without notice. SportsGravy shall have no liability for such retention or deletion.

14. **Indemnification.** To the fullest extent permitted by law, You shall indemnify, defend and hold SportsGravy and the other SportsGravy Parties harmless from and against any and all losses, liabilities, suits, actions, obligations, fines, damages, judgments, penalties, claims, causes of action, charges, costs and expenses (including, but not limited to, attorneys' fees, disbursements and court costs prior to trial, at trial and on appeal) arising out of or resulting from, or alleged to result from (i) Your breach of these Terms of Use, (ii) Your access to and use of the Services, and/or (iii) Your Content and Your Registration Data; provided, the foregoing provisions of this Section 14 shall not apply to the extent such losses, costs and expenses arise out of the gross negligence or willful misconduct of SportsGravy.
15. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE, SPORTSGRAVY DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) WITH REGARD TO THE SERVICES, USER CONTENT OR ANY OTHER DATA, CONTENT AND MATERIALS CONTAINED IN OR PROVIDED THROUGH THE SERVICES. THE SERVICES AND USER CONTENT ARE PROVIDED ON AN "AS IS" BASIS. IF YOU ARE DISSATISFIED WITH THE SERVICES, USER CONTENT, THESE TERMS OF USE OR ANY PORTION OF THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. SPORTSGRAVY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS.
16. **Liability.** SUBJECT TO THE OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS OF USE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPORTSGRAVY OR ANY OTHER SPORTSGRAVY PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SERVICES OR USER CONTENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY YOU, NOT TO EXCEED ONE HUNDRED AND NO/100 DOLLARS (\$100.00). THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any of Your claims arising in connection with these Terms of Use, the Services or User Content must be brought within one (1) year of the date that the event giving rise to such action occurred.
17. **Force Majeure.** SportsGravy shall not be responsible for delays or failures of performance resulting from acts beyond its reasonable control. Such acts shall include, but are not limited to, acts of God, strikes, public internet and private internet connection failures, third party service providers, lockouts, riots, acts of war, acts of terror, epidemics, government regulations, fire, communication line failures, power failures, earthquakes and other disasters.
18. **Personal Information.** SportsGravy may collect Your personal and non-personal information when You download, register for, access and/or use the Services. You agree that SportsGravy may collect, process, transfer, use and disclose Your information in accordance with SportsGravy's [[Privacy Notice](#)] which is incorporated herein by reference and deemed a part hereof.
19. **Children's Personal Information.** The Children's Online Privacy Protection Act of 1998 and its rules require that online service providers inform parents and guardians about their practices for collecting, using and disclosing personal information from children under the age of thirteen (13). They also require online service providers to obtain verifiable consent from a child's parent or guardian for certain collection, use and disclosure of the child's personal information. Copies of SportsGravy's [[Privacy Notice](#)] and SportsGravy's [[Children's Privacy Notice](#)] should be provided to parents and legal guardians of any children whose information may submitted to or through the Services.
20. **Feedback.** If You submit any ideas, concepts, feedback or related information concerning the Services to SportsGravy through the Services or by other means, You hereby grant, and/or warrant that the owner of such

content or intellectual property has expressly granted to SportsGravy, a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable, sublicensable (through multiple tiers) license to reproduce, copy, use, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such content or intellectual property in any media or medium, or any form, format or forum now known or hereafter developed.

21. **Assignment.** You may not assign or transfer these Terms of Use, or any of Your rights or obligations hereunder, without the prior written consent of SportsGravy, and any attempted assignment or transfer without SportsGravy's prior written consent shall be null and void. SportsGravy may assign these Terms of Use to an affiliate or the surviving entity or its successor in the event of its merger or the sale of all or substantially all of its assets. All of the terms and provisions of these Terms of Use shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, estates, heirs, successors and permitted assigns.
22. **Governing Law.** These Terms of Use shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Subject to Section 23 below, any action arising out of or relating to these Terms of Use shall be brought only in the state or federal courts of Hennepin County, Minnesota, and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on *forum non conveniens*.
23. **Arbitration.** If any claim arising out of or related to these Terms of Use and/or the Services cannot be settled by the disputants, the claim shall be resolved pursuant to informal arbitration by an arbitrator selected under the Commercial Arbitration Rules of the American Arbitration Association (as then in effect for expedited proceedings) and located in Hennepin County, Minnesota, and such arbitration shall be conducted in that same location under such rules. Notwithstanding the foregoing, no disputant shall be required to seek arbitration regarding any cause of action that would entitle such disputant to injunctive relief. The determination of the arbitrator shall be conclusive and binding upon the disputants and a court judgment upon the same may be entered in any court having competent jurisdiction thereof. Subject to Section 14 above, the expenses of arbitration shall be borne equally by the opposing disputants. **ALL PARTIES EXPRESSLY WAIVE THEIR RIGHTS AND ABILITIES TO MAINTAIN A CLASS ACTION OR SIMILAR PROCEEDING IN ANY FORUM, INCLUDING, BUT NOT LIMITED TO, ARBITRATION AND COURT, AND ANY AND ALL CLAIMS MAY ONLY BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A MEMBER OF ANY PURPORTED CLASS ACTION OR SIMILAR PROCEEDING.**
24. **Intellectual Property.** Except with respect to suspected copyright infringement which is addressed in further detail in Section 25 below, if You find or suspect intellectual property infringement with respect to the Services or User Content, believe that the Services or any User Content otherwise violate these Terms of Use, or have questions, complaints or claims regarding the Services, please immediately notify SportsGravy using the contact information located in Section 26 below. Upon receiving such information, SportsGravy will investigate the matter, in its sole discretion.
25. **Copyright Infringement.** If You believe or suspect that Your copyrighted work has been infringed by, through or in connection with the Services or any User Content, please notify SportsGravy's designated agent in writing in accordance with the Digital Millennium Copyright Act of 1998 (the "**DMCA**") using the following contact information:

Address: Sports Gravy, LLC
Attn: General Counsel
7300 France Avenue South, Suite 200
Edina, Minnesota 55435

Telephone: 952-653-2623
Email: info@sportsgravy.com

Please provide the following information as part of your notification:

- An identification or description of the copyrighted works claimed to have been infringed.

- An identification or description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow us to locate the material.
- A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- Information reasonably sufficient to permit SportsGravy to contact You, such as an address, telephone number and/or email address.
- A statement that the information in the written notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pursuant to the DMCA, SportsGravy has adopted a policy of terminating users deemed to be repeat infringers. SportsGravy may also, in its sole discretion, suspend or terminate a user's access to the Services or Account, and refuse any and all current or future use of all or any portion thereof by users, if such users infringe the intellectual property rights of others, whether or not there is any repeat infringement.

The foregoing information is provided for purposes of notifying SportsGravy that Your copyrighted work has been infringed, and is intended to comply with SportsGravy's rights and obligations under the DMCA, but the provision of such information should in no manner be construed as legal advice.

26. **Contact Information.** Except as otherwise provided, notices under this Agreement shall be in writing and shall be deemed given three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested, or when received via electronic mail, in each case to the respective party as set forth below.

To SportsGravy: Sports Gravy, LLC
 Attn: General Counsel
 7300 France Avenue South, Suite 200
 Edina, Minnesota 55435
 Email: info@sportsgravy.com

To You: As specified in Your Account information.

27. **Miscellaneous.** Section headings are not to be considered part of these Terms of Use. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof. Except as otherwise set forth herein, if any provision of these Terms of Use is found void or unenforceable, this will not affect the validity of the balance of these Terms of Use, which shall remain valid and enforceable, and the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. Except as stated in Sections 8, 10, 14, 15, and 16 above and Section 28 below, nothing in these Terms of Use is intended to confer upon any person other than the parties hereto, and their respective personal representatives, estates, heirs, successors and permitted assigns, any rights or remedies under or by reason of these Terms of Use. Any and all rights and obligations contained in these Terms of Use which by their nature and/or context are intended to survive termination of these Terms of Use shall so survive, including, but not limited to, perpetual license grants, indemnification, limitations of liability and disclaimers. No breach or right under these Terms of Use may be waived unless in writing signed by the waiving party.

28. **App Store.** This Section 28 only applies to the App. You acknowledge and agree that the availability of the App is dependent on the third party from whom You received the App license, including, without limitation, the Apple App Store or Google Play (each an "App Store").

- These Terms and Conditions are only between You and SportsGravy, not an App Store. As between SportsGravy and an App Store, SportsGravy is solely responsible for the App and its content.
- Your license to the App set forth in Section 3 above is limited to use of the App on products that You own or control and as permitted by the applicable App Store terms of use or terms of service.

- To the extent that SportsGravy is responsible for any maintenance or support services with respect to the App under applicable law, You acknowledge that no App Store has any obligation whatsoever to furnish any such services.
- The App is provided on an “AS-IS” basis. To the extent that any product warranties are not effectively disclaimed by these Terms of Use, SportsGravy is solely responsible for any such product warranties. In the event of any failure of the App to conform to any applicable warranty, You may notify the applicable App Store, and, if the App was purchased, such App Store may refund the purchase price for the App to You. To the maximum extent permitted by applicable law, no App Store will have any 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 shall be SportsGravy’s sole responsibility.
- Your claims are limited by these Terms of Use. To the extent You have any claims relating to the App, SportsGravy, not any App Store, is solely responsible for addressing such claims, including, but not limited to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy or similar legislation.
- SportsGravy shall not be obligated to indemnify, defend or hold You harmless from any third party claims relating to the App. To the extent that SportsGravy is responsible to indemnify you under applicable law in the event of any third party claim that the App or Your possession and use of the App infringes that third party’s intellectual property rights, SportsGravy, not any App Store, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- Each App Store, including its subsidiaries, are third party beneficiaries of these Terms and Use, and upon Your acceptance of these Terms of Use, each App Store will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against You as a third party beneficiary.

29. **Changes to Terms of Use.** SportsGravy may modify these Terms of Use from time to time by posting an updated version of these Terms of Use and changing the “Date Last Modified” above. Such changes shall be effective immediately upon posting updated Terms of Use. If You continue to access or use the Services, You accept such modified terms. If You do not agree to such changes, do not continue to access or use the Services.