

## Fan Funded Terms & Conditions

Welcome to FanFunded.io. The FanFunded.io website and all services and interactions with FanFunded (collectively, the “Site”) comprise various web pages operated by Fan Data LLC (“Fan Data”). The Site is made available to you conditioned on and subject to your acceptance without modification of the terms, conditions, and notices contained herein (collectively, “Terms” or “Agreement”). Your use of the Site constitutes your acceptance of and agreement to all such Terms. Please read these Terms carefully and keep a copy of them for your reference. These Terms are applicable for all services provided by Fan Data and this “Site.”

**Other Policies:** These Terms do not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to the use of specific portions of a Site and to the purchase of certain services and are included as part of these Terms whether they reference these Terms or not.

**Electronic Communications:** Visiting this Site, contacting Fan Data via social media and live chat support, or sending emails to Fan Data constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, live chat support, social media, and on this Site, satisfy any legal requirement that such communications be in writing.

**Your Account:** If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Fan Data is not responsible for third party access to your account that results from theft or misappropriation of your account. Fan Data and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

For any evaluation programs that a user is provided through this Site, under no circumstances may the user change the password to the account. Any change of the password constitutes a breach of these Terms, and Fan Data will consider and treat such user’s evaluation as having failed.

**Minors:** Fan Data does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you are prohibited from the use of services and interactions with Fan Data. If a minor circumvents the controls Fan Data has implemented to restrict the use of our services, any resulting actions or consequences are solely the responsibility of the minor. By accessing our services, you agree to hold us harmless for any actions or consequences resulting from your failure to comply with our age restrictions.

**Links to Third-Party Sites/Third-Party Services:** FanFunded.io may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Fan Data, and Fan Data is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Fan Data is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Fan Data of any site or any association with its operators.

Certain services made available via FanFunded.io are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the FanFunded.io domain, you acknowledge, agree, and consent that Fan Data may share such information and data with any third party with whom Fan Data has a contractual relationship to provide the requested product, service, or functionality on behalf of FanFunded.io users and customers.

**No Unlawful or Prohibited Use/Intellectual Property:** You are granted a non-exclusive, non-transferable, revocable license to access and use FanFunded.io strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Fan Data that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law, regulation, or requirement to which Fan Data or you is or may be subject. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Fan Data or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Fan Data materials and Site content are not for resale, and by accessing the Site, you acknowledge and agree that you will not resell, redistribute, or otherwise use or attempt to use the Site or its contents in any manner or for any purpose except as permitted or authorized by Fan Data. Your use of the Site does not entitle you to make any unauthorized use of any content, and without limiting the foregoing, in particular, you will not delete, alter, or otherwise modify or attempt to modify any proprietary rights or attribution notices in any content. You will use protected content solely for your personal non-commercial use and will make no other use of the content without the express written permission of Fan Data and the copyright owner. You agree that you do not acquire any ownership rights in or claims to any Site content. We do not grant you any licenses, express or implied, to the intellectual property of Fan Data or our licensors except as expressly authorized by these Terms.

## **Legal and Market Compliance**

Fan Data takes compliance with relevant laws, regulations, and requirements seriously and asks our customers to do the same. Further, Fan Data also respects the functioning of actual sports markets. As such, any picking practices that interfere with the functioning of actual picking markets are prohibited on our platform. Such practices that do not comply with the functioning of real picking exchanges include, but are not limited to:

- Use of platform or data freezing
- Picking at a time of significant volatility
- Use of hedging between Fan Data accounts and/or third-party accounts.

Violation of any of these Terms or applicable laws, regulations, or requirements in any way may lead to immediate termination of all accounts associated with our services, and no refund or payment of any kind will be given. In addition, you may be held civilly and/or criminally liable if you violate these Terms or applicable laws, regulations, or requirements. Understanding the importance of having a secure, reliable trading platform, you explicitly instruct Fan Data to share your data with other proprietary trading firms or third parties for the purposes of detecting fraudulent, deceptive, or criminal behavior or any violations of our Terms or this Agreement.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Fan Data, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Fan Data reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Fan Data in asserting any available defenses.

**International Users:** The Service is controlled, operated, and administered by Fan Data from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Fan Data content accessed through fanfunded.io in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

**Liability Disclaimer:** The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Fan Data and/or its suppliers may make improvements and/or changes to the Site at any time.

Fan Data and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related

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To the maximum extent permitted by applicable law, in no event shall Fan Data and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever, including without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Site, with the delay or inability to use the Site or related services, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability, or otherwise, even if Fan Data or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms of use, your sole and exclusive remedy is to discontinue using the Site.

**Termination/Access Restriction:** Fan Data reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wyoming and you hereby consent to the exclusive jurisdiction and venue of courts in Wyoming in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fan Data as a result of this Agreement or use of the Site. Fan Data’s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Fan Data’s right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Fan Data with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Fan Data with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Fan

Data with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be drawn up in English.

**Changes to Terms:** Fan Data reserves the right, in its sole discretion, to change the Terms under which FanFunded.io is offered. The most current version of the Terms will supersede all previous versions. Fan Data encourages you to periodically review the Terms to stay informed of our updates.

Contact Us: Fan Data welcomes your questions or comments regarding the Terms:

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Effective as of January 29th 2024,