



Fit Fight Terms of Service

1. Are You Up for the Challenge?

- A. Welcome to Fit Fight ("**Fit Fight**"), an exciting new skill-based platform by Fit Fight, LLC , a Delaware Limited Liability Company (the "**Company**" or "**Us**" or "**We**") for user-generated competitive physical competitions (each a "**Competition**") in which the winner (a "**Winner**") may be entitled to cash or non-cash prizes available online at www.fitfightme.com and through our mobile application (the "**Fit Fight App**"), which is accessible through tablets, cell phones, personal digital assistants, connected televisions, and other devices (collectively, the "**Site**"). Fit Fight does not host any challenges that are not purely skill-based. Chance-based challenges are absolutely barred from the platform. This means that any Competition in which chance plays any role in determining the outcome is absolutely prohibited.
- B. **BY ACCESSING THE SITE, YOU ("YOU" OR "USER") ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE (THE "TERMS OF SERVICE") AND THE FIT FIGHT PRIVACY POLICY FOUND AT WWW.FIGHTTIGHTME.COM/PRIVACY (THE "PRIVACY POLICY") INCORPORATED HEREIN BY REFERENCE. THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE SERVICE. IF YOU ARE AN "ORGANIZER" AS DEFINED IN SECTION 2B BELOW, THEN YOU ALSO ACCEPT AND AGREE TO FULLY COMPLY WITH THE FIT FIGHT ORGANIZER CODE OF CONDUCT LOCATED AT WWW.FITFIGHTME.COM/ORGANIZERSCODE, WHICH IS INCORPORATED BY REFERENCE HEREIN.**
- C. You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, and tournaments with entry fees and/or prizes govern your participation in Competitions ("**Gaming Laws**"), and that Gaming Laws are set up by each individual U.S. state, country, territory, or jurisdiction. Therefore, We DO NOT offer Competitions that award cash prizes to the Winner (a "**Cash Competition**") to Users participating in Competitions in any state in which such Competition violates its Gaming Laws ("**Prohibited Jurisdiction**"). If You are located in any Prohibited Jurisdiction, then You may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, as of the date hereof, include: Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Iowa, Louisiana, Maryland, Montana, South Carolina, South Dakota, Tennessee, and Vermont. It is your responsibility to determine whether the state, country, territory or jurisdiction in which You are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which You access Services, and We may block access from any Prohibited Jurisdiction. Each time You log in to participate in a Competition, You must accurately confirm the



location from which You are playing. You may not participate in a Non-Cash Competition (as defined below) where a prize with a fair market value of over two hundred dollars is awarded if You are subject to the laws of the State of Connecticut. **COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS.** Your participation in Competitions is at your own risk, and You agree not to hold Us, our subsidiaries or affiliates, responsible or liable if applicable laws restrict or prohibit your access or participation.

- D. You acknowledge that You are either 18 years of age or older, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into - and abide by -- the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service. However, even if You are not competent to enter into a legal agreement, if You knowingly accept and enjoy the benefits of the Site and the Website, then You will be deemed bound to the undertakings in the Terms of Service.
- E. You affirm that You are over the age of 13, as the Site is not intended for children under 13. If You are under 13 years of age, then You may **NOT** use the Site and should immediately stop any use of the Site.
- F. **Neither Apple Inc., nor its subsidiaries or affiliates, sponsor or endorse the Fit Fight App, the Site, Fit Fight Competitions, or Our subsidiaries or affiliates.**

2. The Blow by Blow

- A. Fit Fight enables competitive physical skill-based challenges using proprietary software, which contains video recording and time tracking breakthroughs.
- B. Each Fit Fight Competition is created by a User who decides in their sole discretion to undertake the role of Competition organizer (the “**Organizer**”). The Organizer is not employed by the Company, and is not an agent or representative of the Company. Each Fit Fight Organizer is bound by the Fit Fight Organizer Code of Conduct, which is incorporated into these Terms of Service by Reference.
- C. The Organizer is responsible for determining:
 - the physical challenge in the Competition;
 - the Competition method. For example, whether (i) the Competition is based upon completing an exercise in the



minimum time (e.g., how fast You can run a 50 yard dash); or (ii) whether the Competition is based upon completing a maximum number of repetitions in a fixed period of time (e.g., how many sit-ups You can complete in 10 minutes); or (iii) whether the Competition is based upon an objective, measurable and skill-based metric of athletic performance (e.g., distance; height; rotations);

- The entry fee (the “Entry Fee”) for participation access to the Competition;
 - When the Competition will be concluded (the “Competition Deadline”); and
 - The type of Prize, whether Cash or non-Cash:
 - For Cash Competitions, the amount of the cash prize for the Winner (the “Cash Prize”), based upon the allocation of the Organizer’s share of the Entry Fees between the Organizer and the Winner; and
 - For Competitions for which non-cash Prizes are awarded (each, a “Non-Cash Competition”), the Organizer must provide (i) a full and accurate description of the product or service that comprises the Non-cash Prize to be awarded to the Winner.
- D. Each Competition is open to Users who have paid the Entry Fee via the Fit Fight App (each referred to as a “Fit Fighter”). To participate in a Competition, Fit Fighters must record their performance of the physical challenge using the Fit Fight App and their smart phone video recorder. The Fit Fighter must upload their submission (a “Submission”) prior to the Competition Deadline. A User’s Failure to upload a Submission prior to the Competition Deadline shall result in a disqualification from the Competition, whether or not such failure to upload is caused by network outage, technical problems, or any other disruption.
- E. The Organizer will determine the Winner of each Competition based upon the Submissions and will announce the Winner to all Fit Fighters participating in such Competition following the Competition Deadline.
- F. The Organizer of each Competition shall receive a pre-determined allocation of the total aggregate net proceeds from Entry Fees received from Fit Fighters in each Competition. In Cash Competitions, the Cash Prize may comprise all or any part of such pre-determined allocation of the total aggregate net proceeds of the Entry Fees as determined in the Organizer’s sole discretion. The balance of the total aggregate net proceeds shall be retained by Fit Fight. Payments of the Prize shall be made by Fit Fight within thirty (30) days of the Competition Deadline.



Users shall be responsible for the payment of all local, state, and federal taxes on the payment of any such reward.

- G. Any Fit Fighter who disputes the selection of the Winner in a Competition may file an appeal (an “**Appeal**”) to support@fitfightme.com within seventy two (72) hours of the announcement of the Winner in such Competition. In the event of a dispute, tie, or other conflict, a reputable sports referee shall make the final determination based upon a review of the Submissions. Resolutions of competing claims of victory may be resolved by a new competition between the Winner and disputing party, awarding the Winner and disputing party equal parts of the award, or confirming the success of the original Winner. Such resolution shall never be made by flipping of a coin, random drawing, or other non-skill based method.

3. Throw Your Hat in the Ring

- A. In order to participate in a Competition, You must create a user account and login (a “**User Account**”). You agree that all information which You provide through the Site in connection with creating Your User Account is current, accurate and complete. You are solely responsible for all activity that occurs with respect to Your User Account. You are solely responsible for maintaining the confidentiality of Your User Account and keeping the username and password to Your User Account secure. You may only create one user account.
- B. You may not allow any other person to use Your account on the Site. You agree to immediately notify Us of any security breach or unauthorized use of Your User Account. We will not be liable for any costs, losses, claims or damages that You or any third party incur which are directly or indirectly caused by any unauthorized use of Your User Account.

4. Let’s Get Ready to Rumble

- A. By entering a Competition, Fit Fighters consent to the decisions of the Company, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any Fit Fighter from a Competition, refuse to award benefits or prizes and require the return of any prizes, if the Fit Fighter engages in conduct or otherwise utilizes any information that the Company deems to be improper, unfair or otherwise adverse to the operation of the Competition or is in any way detrimental to other Fit Fighters.
- B. Conduct that would be deemed improper includes, but is not limited to:
- Creating any Competition that is not solely based upon the Fit Fighter’s skill for success;



- The opening and/or use of multiple accounts;
 - The use of unauthorized or altered software or hardware to assist participation in a Competition (e.g., bots, bot nets, and collusion with bots);
 - Intentionally engaging in subpar participation in a Competition to achieve competitive advantage;
 - Deliberate transfer of money between accounts (e.g., money laundering);
 - Falsifying personal information required to enter a Competition or claim a prize;
 - Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Competition or claim a prize;
 - Colluding with any other individual(s) or engaging in any type of syndicate play;
 - Any violation of the Terms of Service;
 - Unfairly collaborating with others to “rig” or “fix” a Competition;
 - Using automated means (including but not limited to scripts and third-party tools) to interact with the Site in any way;
 - 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 Site or of any User for any purpose;
 - Creating a Competition that is dangerous, illegal, inappropriate, discriminatory, sexual, or otherwise offensive;
 - Tampering with the administration of a Competition or trying to in any way tamper with the computer programs or any security measure associated with a Competition;
 - Obtaining other entrants’ information and spamming other entrants; or
 - Abusing the Site or the Fit Fight App in any way.
- C. You agree to wear all recommended or required safety equipment based upon best practices in the particular fitness category in which your Competition relates, including, but not limited to a helmet; gloves; pads; mouthpiece; and appropriate and customary footwear.

5. Tale of the Tape

- A. Your Submission will contain audio, video, text, or other materials. You hereby grant to the Company, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of such Submission, and Your name, image, voice, likeness, biographical information and other identifying information, in any form, media, software, or technology of any kind now known or developed in the future, for all purposes,



including, without limitation, for marketing, advertising, and promotion purposes.

- B. To avoid potential claims of copyright infringement, You hereby expressly authorize Us to remove from your Submissions, music, images, and other intellectual property owned by third parties.

6. Paying the Piper

- A. You are solely responsible for paying the Entry Fee for Competitions that You seek to participate in.
- B. You hereby agree to pay all applicable fees, in the amounts, at the times and subject to the other payment terms described on the Site. You will be charged using the billing method You select through Your account management page (“**Authorized Payment Method**”). Fees paid are non-refundable, except as otherwise provided in these Terms of Service, or when required by law.
- C. All amounts payable hereunder shall be paid when due in U.S. dollars, in immediately available funds by the Authorized Payment Method, in full without set-off, counterclaim or deduction.
- D. In the event of a disputed charge, kindly notify Our Customer Site representatives through our members-only contact form at support@fitfightme.com. All disputes shall be waived if You do not contact Customer Site within one (1) month from the date of the disputed charge. We have the right to suspend Your account indefinitely, pending the resolution of any such dispute.

7. Hitting the Wall

- A. Commercial publication or exploitation of text, images, documents, materials or any other elements of the Site, the Fit Fight App, and any Submissions is prohibited without our express written consent.
- B. “**Intellectual Property Rights**” means all rights and interests in all (a) patents, utility models, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations thereof and patents issued thereon; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author’s rights or moral rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether or not patentable; (e) all other intellectual, industrial, and proprietary rights now or hereafter coming



into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive license rights to any of the foregoing.

- C. The term “**Fit Fight Content**” includes all Intellectual Property, including text, software, scripts, lyrics, written materials, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, user interface and user experience, the “look and feel,” and other elements subsisting in the Site and the Fit Fight App.
- D. Except as permitted herein, You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Fit Fight Content for any other purposes without the prior written consent of Fit Fight. Fit Fight reserves all rights not expressly granted in and to the Site and the Fit Fight Content. By using the Site or accessing the Website You do not acquire any rights in and to Fit Fight Content.
- E. You agree not to circumvent, disable or otherwise interfere with a technological measure that protects, prevents or restricts use or copying of any Fit Fight Content or otherwise enforces limitations on use of the Site or the Fit Fight Content therein.
- F. You are granted a non-exclusive, non-transferable, limited license to access and use the Site and Fit Fight Content. You may not copy or resell the Site. You may not exploit access to the Site or any portion of the Site, including the HTML, cascading style sheet or any visual design elements otherwise than for your own use pursuant to the Terms of Service.
- G. You are strictly prohibited from modifying, reverse engineering, adapting or otherwise tampering with the Site. You may not modify another website so as to falsely imply that such other website it is associated with the Site, Us, or any other service provided by Us.
- H. You shall not use the Site in any manner which may infringe Intellectual Property Rights of the Company or others, or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of these Terms of Service.
- I. You may not use the Site to upload, post, host, or transmit unsolicited bulk e-mail “Spam”, short message service “SMS” messages, viruses, self-replicating computer programs “Worms” or any code of a destructive or malicious nature.
- J. Except for the non-exclusive license granted pursuant to these Terms of Service, You acknowledge and agree that all ownership, licenses, Intellectual Property Rights and other rights and interests in and to the Site and the Fit Fight Content shall remain solely with Us.



- K. We reserve the right, at any time, in its sole discretion, to take any action deemed necessary with respect to any Submissions that violate the terms of these Terms of Service, including removal of such Submissions.
- L. We reserve the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Site, with or without notice.
- M. We reserve the right to temporarily suspend access to the Site for operational purposes, including maintenance, repairs or installation of upgrades at any time and from time to time without notice.

8. No Hitting Below The Belt

- A. You agree that Your Submissions shall not contain any material that is, in Our sole and absolute discretion, inappropriate, dangerous, obscene, vulgar, unlawful, offensive, racist, discriminatory, harassing, or otherwise objectionable (hereinafter, "**Prohibited Content**"). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to Us, may result in account suspension, termination, and/or disqualification from a Competition.
- B. Except as provided in the Privacy Policy, We do not guarantee that Submissions will be private, even if the Submission is in a password-protected area. Accordingly, You should not provide Submissions that You want protected from others.
- C. You represent and warrant that You have all rights necessary to grant to Us the license above and that Your Submissions are not defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.
- D. We will block out any background music or images to avoid infringement claims.

9. Digital Millennium Copyright Act Requirements

- A. **Notification.** If You are a copyright owner and believe that any content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our specially designated DMCA copyright agent (the "**Copyright Agent**") with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on Your behalf; (ii) identification of all copyrighted works claimed to have been infringed; (iii) identification of the



infringing material and information that will allow Us to locate the infringing material; (iv) Your contact information so We can reach You (address, telephone number, and, email address); (v) a statement that You have a good faith belief that use of the material is unauthorized; and (vi) a statement that Your notification is accurate, and under penalty of perjury, that You are authorized to take the action described in Your notification.

You may direct copyright infringement notifications to our Copyright Agent at email: copyright@fitfightme.com. If You do not carefully follow all of these instructions Your DMCA notification may not be valid.

- B. *Counter-Notification.*** If You believe that Your content that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use said content, You may send a counter-notification to the Copyright Agent containing the following information: (i) Your physical or electronic signature; (ii) identification of content that has been removed or to which access has been disabled and the location of the content before it was removed or disabled; (iii) a statement that You have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (iv) Your name, address, telephone number, and e-mail address, a statement that You consent to the jurisdiction of the federal court in Connecticut, and a statement that You will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notification is received by the Copyright Agent, We may send a copy of the counter-notification to the original complaining party informing that person that the Copyright Agent may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Our sole discretion.

10. Disclaimers

- A.** FIT FIGHT MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENT ON THE SITE IS SUITABLE FOR YOUR NEEDS, IS COMPLETE, TIMELY OR RELIABLE. ALL TEXT, IMAGES AND OTHER CONTENT ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND/OR NON-INFRINGEMENT. FIT FIGHT DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL CODE, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED.



- B. YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, FIT FIGHT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. FIT FIGHT MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF FIT FIGHT CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY COMPETITION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF PARTICIPATING IN ANY COMPETITION MADE AVAILABLE VIA THE SITE.
- C. FIT FIGHT DOES NOT PROVIDE MEDICAL EVALUATION, DIAGNOSIS, OR TREATMENT. You should consult Your physician or other qualified health provider if You have questions about a medical condition. If You think You have a medical emergency, call Your doctor or 911 immediately. Reliance on any information provided on the Site is entirely at Your own risk.
- D. YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE STARTING ANY COMPETITION. THIS IS PARTICULARLY TRUE IF ANY OF THE FOLLOWING APPLY TO YOU:
- CHEST PAIN OR PAIN IN THE NECK AND/OR ARM;
 - SHORTNESS OF BREATH;
 - DIAGNOSED HEART CONDITION;
 - JOINT AND/OR BONE PROBLEMS;
 - IF YOU'RE TAKING ANY MEDICATIONS, ESPECIALLY CARDIAC AND/OR BLOOD PRESSURE MEDICATIONS;
 - HAVE NOT PREVIOUSLY BEEN PHYSICALLY ACTIVE; OR
 - DIZZINESS

11. Limitations of Liability

- A. You release Us and our manager(s), officers, member(s), employees, agents, representatives and licensors from any and all claims, demands, losses and damages of every kind and nature, whether known or unknown, arising out of or in any way relating to the Site, Your use of the Site, other Users' use of the Site, your participation in a



Competition, any acts or omissions of any Organizer, and any dispute or defense You have or claim to have against Us or one or more Users of the Site. You acknowledge and agree that We are not responsible for the acts and omissions of any Users and any Organizers, and We hereby disclaim, and You release Us from, any liability whatsoever arising out of or related to the conduct of any Organizer or any User.

- B. You hereby release and waive all claims against other Fit Fight Users for any liability based solely upon the use of Your copyrighted works, name, and likeness in connection with the services provided through the Site in accordance with the foregoing (e.g. in Competitions). You hereby release and waive all claims against the Company, its officers, directors, and employees, relating to or arising from the distribution, performance, transmission, copying, and use, of Your works in connection with the Site or the services provided therein.
- C. You agree that any information You provide through the Site will be truthful, accurate and complete. You acknowledge and agree that You will not provide any information or material to Us or the Site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person or entity.
- D. You consent and agree to our sending You email about Your User Account, orders or pricing changes. We may also send You e-mail with general information or special offers about products and services.
- E. From time to time, the Site may be inaccessible or inoperable for any reason, including equipment malfunctions, Site updates, maintenance and repairs and causes beyond our control or those that are not reasonably foreseeable.
- F. Transmissions over the Internet are never 100% secure or error-free. We take reasonable steps to protect Your personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction. We may use certain trusted third parties to help Us provide, improve, protect, and promote our services. These third parties will access Your information only to perform tasks on our behalf and in compliance with these Terms of Service.
- G. IN NO EVENT SHALL FIT FIGHT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, COMPENSATORY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE SITE, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE AND ANY COMPETITION, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF



TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- H. YOU SPECIFICALLY ACKNOWLEDGE THAT FIT FIGHT SHALL NOT BE LIABLE FOR THE INACCURATE, DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST US WITH RESPECT THERETO. WE SHALL HAVE NO LIABILITY TO YOU IN ANY WAY IN CONNECTION WITH THE DELETION AND DESTRUCTION OF INFORMATION HOSTED ON THE SITE.

12. The Home Stretch

- A. We are not Your employer and You are not our employee. We are not entering into a fiduciary relationship with You. You are solely responsible for the payment of all state and federal taxes applicable for any income You receive related to any of Your winnings through our platform. You have no authority to enter into contracts, expend monies, or otherwise act on behalf of the Company. Nothing in these Terms of Service shall limit or prevent the Company from providing any services or entering into any business relationship with any other company or individual.
- B. You agree to indemnify and hold Us, our managers, members, officers, employees, agents and representatives harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and costs, due to or arising out of (i) Your use of the Site; (ii) Your breach of these Terms of Service; or (iii) Your violation of any third party right.
- C. You acknowledge and agree that in the event any provision of these Terms of Service is held by a court to be invalid, unlawful, or unenforceable, the validity, legality, and/or enforceability of the remaining provisions contained in these Terms of Service will not in any way be affected or impaired. Our failure to exercise or enforce any right or provision under these Terms of Service will not constitute a waiver of such right or provision by Us.



- D. The validity, interpretation, construction, performance and enforcement of these Terms of Service shall be governed by the internal laws of the State of Connecticut, without regard to its conflict of law rules. All disputes arising under this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts situated in the State of Connecticut. By accepting these Terms of Service, You hereby expressly consent to personal jurisdiction in the state of Connecticut and to service of process to the email address that You used to sign up to the Site.

- E. The paragraph headings contained herein are parodies and are for the purposes of entertainment and reference only, are not intended to define, limit, or interpret the contents of any such paragraphs or the Terms of Service, and shall have no legal effect, impact, or import whatsoever.

- F. You agree that these Terms of Service constitute the entire agreement between You and Us with respect to Your use of the Site. You agree that these Terms of Service supersede any other agreements between You and Us with respect to Your use of the Site.

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