

RSPORTZ, INC.
TERMS OF USE

These terms of use are entered into by and between You and RSpportz, Inc. ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of <http://www.rsportz.com>, including any content, functionality and services offered on or through the RSpportz website (the "**Website**"), whether as a guest or a registered user, as well as your access to and use of our mobile application, including any content, functionality and services offered on or through the RSpportz application (the "**App**", and together with the Website, the "**Services**").

Please read the Terms of Use carefully before you start to use the Services. **By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy found at <https://rsportz.com/privacy> each of which incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

INFORMATION REGARDING MINORS

In accordance with COPPA, the Company strictly prohibits account creation, registration, use or interaction of the Service by children under 13 years of age. In these cases, a parent or legal guardian must provide his own information for account ownership and about the child for registration and account activity. You acknowledge and agree that you meet the foregoing eligibility requirement. If you do not meet this requirement, you must not access or use the Services.

You also hereby agree not to use the Services to engage in any illegal, immoral or inappropriate behavior with respect to minors (or any other person). Any misuse or abuse of the Services detected by the Company will result in immediate termination of the Services and may lead to contact with and involvement of law enforcement authorities.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

ACCESSING THE SERVICES AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period.

From time to time, we may restrict access to all or some of the Services to users, including registered users.

You are responsible for:

Making all arrangements necessary for you to have access to the Services.

Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you will be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. You agree that all information you provide to register with us or otherwise, including but not limited to through the use of any interactive features we provide, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

The Services and (other than your logos you upload) their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material which is part of our Services, except as follows:

Your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print one copy of a reasonable number of pages of the Website or the App for your own personal, non-commercial use and not for further reproduction, publication or distribution.

If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this site.

Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of the Services other than that set out in this section, please address your request to: <http://help.rsportz.com>

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content that is part thereof is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws..

TRADEMARKS

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans are the trademarks of their respective owners.

PROHIBITED USES

You may use the Services only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Services:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to:

Use the Services in any manner that could disable, overburden, damage, or impair the Website or the App or interfere with any other party's use of the Website or the App, including their ability to engage in real time activities through the Website or the App.

Use any robot, spider or other automatic device, process or means to access the Website or the App for any purpose, including monitoring or copying any of the material on the Website or the App.

Use any manual process to monitor or copy any of the material on the Website or the App or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Website or the App.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or the App, the server on which the Website or the App is stored, or any server, computer or database connected to the Website or the App.

Attack the Website or the App via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website or the App.

USER CONTRIBUTIONS

The Services may include message boards, personal web pages or profiles, forums, email, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website or the mobile application, including without limitation logos and trademarks.

All User Contributions must comply with the content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential. By providing any User Contribution on the Website or the mobile application, you grant the Company and our affiliates and service providers, and each of their and our respective licensees, and successors the worldwide, non-exclusive, royalty-free license to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, including without limitation in connection with the Company's promotional products.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that your organization and you are responsible for any User Contributions your organization, its members or you submit or contribute, and your organization and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Service, or for any damages thereby incurred.

MONITORING & ENFORCEMENT: TERMINATION

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote or assist any unlawful act.

Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Services is made available solely for general information purposes.

We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services contain content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE SERVICES

We may update the content accessible through the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or the App may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU & YOUR VISITS TO THE SERVICES

All information we collect through the Services is subject to our Privacy Policy. By accessing and using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

ONLINE PURCHASES & OTHER TERMS & CONDITIONS

Certain aspects of the Services are provided for a fee or other charge. You agree to be bound by the specific terms included in any registration form or like document to which you indicate your acceptance (e.g., by initialing waivers and making payments). Additional terms and conditions may apply to specific portions, services or features of the Website or the App. All such additional terms and conditions are

hereby incorporated by this reference into these Terms of Use. You acknowledge and agree that we may contract with various third parties, such as banks and payment processors such as Stripe, to facilitate payment processing. You hereby agree to be bound by all terms and conditions of any such third parties, including without limitation to Stripe.

Please note that any services purchased through the Services which are provided by a customer organization or any other third party are subject to the terms and conditions imposed by such organization or third party, and the Company expressly disclaims all responsibility whatsoever in connection therewith, including without limitation if such service does not meet a customer's expectations or is otherwise unsatisfactory. Additionally, any refunds for such services will be provided at the sole discretion of such organization or third party, and the Company has no involvement with or responsibility for such decisions. When refunds are granted by that organization or third party, the Company guarantees a 100% refund for any Company and merchant fees collected for corresponding online transactions.

LINKING TO THE WEBSITE OR THE APP & SOCIAL MEDIA FEATURES

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM THE SERVICES

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If

you decide to access any of the third party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or mobile applications.

GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in the state of New Jersey in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services, or any of their respective content, are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THEM, ANY CONTENT ON THE SERVICES

OR SUCH OTHER WEBSITES OR MOBILE APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES OR MOBILE APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold the Company and its Related Parties harmless from and against any and all claims, actions, causes of action, proceedings, investigations, fines, penalties, obligations, liabilities, damages, losses, fees, costs and expenses whatsoever (including, without limitation, attorney's fees) arising from, relating to or otherwise in connection with (a) any breach of these Terms, or any other Company terms or policies accessible through the Website, by your organization or you, (b) any acts or omissions by or on behalf of your organization or you in connection with this Terms, or any other Company terms or policies accessible through the Website, or the Service.

GOVERNING LAW & JURISDICTION

All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States located in Delaware or the courts of the State of Delaware, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAVIER & SEVERABILITY

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

YOUR COMMENTS AND CONCERNS

This website is operated by RSportz, Inc.

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to: <http://help.rsportz.com> or support@rsportz.com

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