

TERMS OF USE AND PRIVACY POLICY AGREEMENT

I. Acceptance

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the www.SportMarkit.com website and the SportsMarkit mobile application (together, or individually, the "Service") operated by SportsMarkit LLC ("the Company").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

II. Purchases

If you wish to purchase any product or service made available through the Service (a "Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. The use, storage, and tracking of data submitted are subject to the Privacy Policy Agreement.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The Service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

The Company reserves the right to refuse or cancel your order at any time for reasons including but not limited to: product or Service availability, errors in the description or price of the product or Service, error in your order or other reasons.

The Company reserves the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

III. Availability, Errors and Inaccuracies

The Company is constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in the Company's advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and the Company does not guarantee the accuracy or completeness of any information found on the Service. The Company therefore reserve the

right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

IV. Content

The Service allows you to post, link, store, and share and otherwise makes available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness. The use, storage, and tracking of data submitted are subject to these Terms and Privacy Policy Agreement.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant the Company the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright. The Company is not responsible for or to be held liable for any infringement of anyone's trademark, copyright, or other IP right caused by a user's submission of content and/or username.

We take no responsibility and assume no liability for Content you, your affiliates, or any third party posts on or through the Service. By posting Content using the Service you grant us the irrevocable right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms and Privacy Policy.

SportsMarkit LLC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service is the property of SportsMarkit LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

V. Accounts

When you create an account with the Company, you guarantee that you are above the age of 13 and that the information you provide us is accurate, complete, and current at all times. If you are under the age of 13, you must have parental consent. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. The Company is not responsible for or to be held liable for any infringement of anyone's trademark, copyright, or other IP right caused by the user's submission of Content and/or username.

The Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

VI. Copyright Policy

The Company respects the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to sportsmarkit1@gmail.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims."

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located
- Your address, telephone number, and email address
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at sportsmarkit1@gmail.com

VII. Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of SportsMarkit LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. The Company trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsMarkit LLC.

Without first obtaining the express written consent of Company, you may not assign your rights and obligations under this Terms of Use Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Services.

Any payments for a license to use of the Service by you as an individual, or by any group, school, team, or any other organization with which you are affiliated shall be subject to the term and pricing agreed to at the time of such purchase. Such purchase and use, by the purchaser or any of its affiliates, shall immediately and for the duration of the license term be bound by these Terms of Use and the attached Privacy Policy Agreement.

VIII. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by SportsMarkit LLC.

SportsMarkit LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that SportsMarkit LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

IX. Communications

By creating an Account on the Company's Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from the Company by following the unsubscribe link or instructions provided in any email we send.

X. Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without

limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

XI. Indemnification

You agree to defend, indemnify and hold harmless SportsMarkit LLC ,and its licensees and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

XII. Limitation of Liability

In no event shall SportsMarkit LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or Content of any third party on the Service; (iii) any Content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

XIII. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SportsMarkit LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

XIV. Governing Law

These Terms shall be governed and construed in accordance with the laws of District Of Columbia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire

www.SportsMarkit.com Web Platform and Mobile Application

agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

XV. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms, and the accompanying Privacy Policy, at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Privacy Policy

I. Acceptance and Incorporation

We will not use or share your information with anyone except as described in this Privacy Policy, which is hereby accepted, agreed to, and shall constitute and be further governed by our Terms of Use agreement.

We use your Personal Information for the purposes of providing and improving the Service. By using the Service, you agree to the collection and use of Personal Information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as elsewhere in our Terms of Use agreement, which is accessible at www.sportsmarkit.com

II. Information Collection and Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name and phone number ("Personal Information"). We collect this information for the purpose of providing the Service, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, and improving our services.

For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with the Service (the "IP License"). This IP License ends when you delete your IP content or terminate your account unless your content has been shared with others, and they have not deleted it.

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

When you publish content or information using the Service, it means that you are allowing everyone to access and use that information, and to associate it with you (i.e., your name and profile picture).

III. Log Data

We collect information that your browser sends whenever you visit our Service ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

IV. Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provides information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

V. DoubleClick Cookie

Google, as a third party vendor, uses cookies to serve ads on our Service. Google's use of the DoubleClick cookie enables it and its partners to serve ads to our users based on their visit to our Service or other web sites on the Internet.

You may opt out of the use of the DoubleClick Cookie for interest-based advertising by visiting the Google Ads Settings web page.

VI. Do Not Track Disclosure

We support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

VII. Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

VIII. Compliance with Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

IX. Business Transaction

If Company is involved in a merger, acquisition or asset sale, your Personal Information may be transferred as a business asset. In such cases, we will provide notice before your Personal Information is transferred and/or becomes subject to a different Privacy Policy.

X. Security

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no method of transmission over the Internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

XI. International Transfer

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the information, including Personal Information, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

XII. Children's Privacy

Only persons age 13 or older have permission to access our Service. Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your Children have provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

XIII. Changes to this Privacy Policy

This Privacy Policy is effective as of August 31, 2015 and will remain in effect except with respect to any changes in its provisions in the future, which will become effective immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

IN WITNESS WHEREOF, you, the Licensee, agree to these Terms of Use and Privacy Policy Agreements, which shall be effective as of the date you access the site, create an account, and/or utilize the platform site in any shape form. Agreement is acknowledgement of these agreements are through checking the box on the website or signing below and email at info@sportsmarkit.com

LICENSEE:

(Organization)

AUTHORIZED REPRESENTATIVE:

(name and title)

EFFECTIVE DATE:

(signature)