

## Terms and Conditions

StormX, Inc.

Effective as of October 25, 2023

**IMPORTANT – PLEASE READ: These Terms contain a mandatory arbitration and class action clauses. By accessing our Services you agree to be bound by such mandatory arbitration clauses unless you decide to opt out within the opt out period set forth in Section 16 below.**

### 1. LEGAL AGREEMENT AND ACCEPTANCE OF TERMS

1.1 These Terms (“Terms”) is a binding legal agreement between you, the user or player, and StormX, Inc., a Delaware corporation (“StormX,” “we,” or “us”) that governs your use of our peer-to-peer sports competition application and all associated websites and other forums (the “Services”).

1.2 **IMPORTANT:** BY ACCESSING OR USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS. YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE UNDER 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS (INCLUDING THE PRIVACY POLICY, WHICH IS EXPRESSLY INTEGRATED HEREIN), YOU MAY NOT ACCESS AND/OR USE THE SERVICES. YOUR ACCESS AND USE OF THE SERVICES IS SUBJECT TO THIS AGREEMENT AND ALL APPLICABLE LAWS. TO USE THE SERVICES, YOU MUST FIRST ACCEPT THESE TERMS. BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT USE THE SERVICES. THESE TERMS ARE SUBJECT TO CHANGE BY US AT ANY TIME. YOUR CONTINUED USE OR ACCESS AFTER SUCH CHANGE WILL CONSTITUTE ACCEPTANCE BY YOU OF SUCH CHANGES. YOU ARE ENCOURAGED TO PERIODICALLY REVIEW THESE TERMS.

1.3 **PLEASE NOTE THAT THE SERVICES ARE NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR**

**REGULATION OR WHICH WOULD SUBJECT US TO ANY LICENSING OR REGISTRATION. YOU AGREE NOT TO ACCESS OR USE THE SERVICES IN ANY SUCH JURISDICTION OR COUNTRY. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE USE OF THE SERVICE IS LAWFUL IN THE JURISDICTION OR COUNTRY WHERE YOU ARE LOCATED. WE MAKE NO WARRANTY OR REPRESENTATION THAT YOUR USE OF THE SERVICES IS LAWFUL EVEN IF YOU ARE ABLE TO ACCESS OUR SERVICES FROM YOUR LOCATION.**

## **2. ACCOUNTS**

**2.1 Account Creation.** To use the Services, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Services. We may suspend or terminate your Account in accordance with Section 13.

**2.2 Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify StormX of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. StormX cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**2.3 Adding Money to your Account.** You have the ability to transfer money to your StormX account from a linked cryptowallet.

**2.4 Transferring money out of StormX.** Funds in your StormX account may be transferred out of StormX by manually transferring it to a cryptowallet linked to your StormX account.

## **3. ACCESS TO THE SERVICES**

**3.1 License.** Subject to these Terms, StormX grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal, noncommercial entertainment and social use.

**3.2. Description of our Services.** We currently provide persons with a platform to socially interact with each other and to place peer-to-peer bets or wagers on various sporting events. Crafting terms and creating peer-to-peer wagers is a skillful pursuit done between two or more individuals and does not involve a centralized bookie or bookmaking function. Our platform functions as an integrated marketplace that allows players to connect with one another, establish a bona fide social relationship, and either find proposed bets that they are willing to accept or to craft their own terms of sports wagers. All activities related to wagering or betting through our Services are games of skill and require users to exercise logic, mathematics, research, and other intellectual skills to craft appropriate terms of a wager or to counter-offer and negotiate terms of a proposed wager. Additionally, we provide our users/players with a cryptocurrency-integrated smart contract platform that ensures the automatic settling of wagers that minimizes the chances of fraud, non-payment, non-settlement, and other risks integral to traditional peer-to-peer wagering or betting.

**3.3 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof. We do not assume responsibility for the timeliness, deletion, non-delivery or failure to store any user data, communications or personalization settings

**3.4 Eligibility.** Competitors, coaches and other team/individual management, team/individual support personnel (e.g. without limitation, team/individual physicians) and team owners **may not** interact in any manner with our Services. In addition, team owners, referees, league employees, sports commissioners and other individuals who through an ownership interest or event-related employment can influence the event results are also ineligible. StormX is not affiliated with or sponsored by the National Football League, the National Hockey League or Major League Baseball, National Basketball Association, NCAA or any other sporting league, association or group.

**3.5 Modification.** The StormX may at any time change or modify these Terms applicable to your use of the Services, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Services by you after such notice will be deemed to constitute your acceptance of such changes, modifications, additions or deletions. If any modification, change, addition or change to these Terms is not acceptable to you, your only recourse is to refrain from using and accessing the Services. StormX may at any time change or discontinue any aspect or feature of the Services, including, but not limited to, content, hours of availability, and equipment needed for access or use.

**3.6 No Support or Maintenance.** You acknowledge and agree that StormX will have no obligation to provide you with any support or maintenance in connection with the Services. You are responsible for obtaining and maintaining all telephone, computer hardware, and equipment, software, console and related equipment and other equipment needed for access to and use of the Services and all charges related thereto.

**3.7 Ownership.** Excluding any User Content that you may provide (as defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by StormX or contracted third parties such as suppliers or vendors. Neither these Terms (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 3.1. StormX reserves all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## **4. INFORMATION PROVIDED**

4.1 The Services include an online platform for users to compete in certain skill-based peer-to-peer leagues and competitions, challenge other users, or interact socially. In addition to core functionality of the games, StormX also provides ancillary features and services to members such as app usage, statistics, social community, and access to our smart contract settlement platform. Unless explicitly stated otherwise, any new features that augment or enhance the Services shall be subject to these Terms. StormX also provides team statistics, matchups, games scores, and other useful sports information. All of this information is to be used for entertainment purposes only and should be considered unofficial. While StormX will use reasonable efforts to include accurate and timely information, **we do not warrant or make any representations of any kind** with respect to the information provided to you. StormX is not responsible or liable for the accuracy, usefulness or availability of any information transmitted or made

available via the Services, and shall not be responsible or liable for any error or omissions in that information.

4.2 StormX may offer news and other information to you. StormX does not own the intellectual property rights of that content and ownership of that content maintains with the rightful owner.

## **5. USER-GENERATED CONTENT AND ACTIVITIES**

5.1 By registering for an Account, you agree that StormX may display your username throughout StormX Services, including, but not limited to areas such as leader boards, individual competition records, social pages, message boards, chat rooms, etc.

5.2 User generated content (“UGC”) is defined as any content, material, data and information that you create, upload to, or transmit through the Services, or that is extracted from your player profile, including, without limitation, text, images, stories, photos, sound, music, drawings, sketches and game questions.

5.3 By posting any UGC on, through or in connection with the Services, you hereby grant to us a perpetual, irrevocable, non-exclusive, fully-paid and royalty-free, sublicensable, transferable, worldwide license to use, modify, excerpt, adapt, store, translate, sub-license, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, and distribute such UGC, in whole or in part, on, through or in connection with the Services or in connection with any commercialization, distribution, or syndication thereof on and through all media formats now known or hereafter devised, for any and all purposes including, but not limited to, promotional, marketing, research, trade or commercial purposes. Our use of such UGC shall not require any further notice to you and such use shall be without the requirement of any permission from or payment to you or to any other person or entity. We may remove any UGC at our sole discretion at any time. UGC is not confidential and will not be returned to you.

5.4 If UGC that you create and publish reproduces your name, likeness, and/or voice (collectively, your “Image”), you acknowledge and agree that we have the right to use your Image as part of the Services pursuant to the broad license stated above. If the UGC you publish on the Service features the Image of any person other than yourself, you represent and warrant that you have received permission from the relevant person for the use of his/her Image by us in accordance with these Terms, and you indemnify us for any losses which it may incur pursuant to the Indemnification provision of these Terms.

5.5 We reserve the right (but do not have the obligation) to remove and permanently delete any UGC from the Service with or without notice for any reason.

5.6 You represent and warrant that: (a) you own any UGC that you share in connection with the Services, or otherwise have the right to grant the license set forth in this Section, and (b) your UGC does not violate the privacy rights, publicity rights, intellectual property rights, contract rights or any other rights of any person or entity.

5.7 You agree not to share, post, or otherwise disseminate any UGC that is, in Our sole discretion, inappropriate, abusive, threatening, sexually explicit, harassing, racist, derogatory, defamatory, infringing, privacy-invasive, or unlawful.

5.8 If any UGC violates these terms, you may request that we review it by submitting the content for review via email to support@stormx.io. We do not pre-screen UGC, nor do we control, verify or pay for any UGC. We do not endorse and cannot ensure prompt removal of any UGC posted by you or any other users of the Services. 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 non-performance of the activities described in this section.

We reserve the right to:

- 5.8.1 edit, refuse to post, or remove any UGC for any or no reason in our sole discretion;
- 5.8.2 take any action with respect to any UGC that we deem necessary or appropriate in our sole discretion, including if we believe that such UGC violates these Terms, 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 us;
- 5.8.3 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; and
- 5.8.4 take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

**5.9 DMCA Requests.** If you believe that your content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. We reserve the right to remove content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, we will also terminate a user's Account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement is: [support@stormx.io](mailto:support@stormx.io).

## **6. INTERACTIONS WITH OTHER PLAYERS**

You agree that all your communications within any forums or chat areas in the Service are public, and you have no expectation of privacy regarding your use of such forums or chat areas. We are not responsible for information that you choose to share on the forums or chat areas, or for the actions of other parties. We wish to remind you that you are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, affiliates and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Without prejudice to the above, we reserve the right to become involved in any way with these disputes, but are in no obligation for doing so. You will fully cooperate with us to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting us access to any authentication or password-protected portions of your Account.

## **7. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to indemnify and hold StormX, its parents, subsidiaries, and affiliates (and its officers, employees, attorneys, and agents thereof) harmless,

including for costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. StormX reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of StormX. StormX will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **8. THIRD-PARTY LINKS AND ADVERTISING**

**8.1 Third-Party Links and Advertisements.** Some of the Services provided by StormX are supported by advertising revenue. Accordingly, the Services may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links and Advertisements"). Such Third-Party Links and Advertisements are not under the control of StormX, and StormX is not responsible for any Third-Party Links and Advertisements. StormX provides access to these Third-Party Links and Advertisements only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links and Advertisements. You use all Third-Party Links and Advertisements at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links and Advertisements, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links and Advertisements. In consideration for StormX granting you access to and use of the Services, you agree that StormX may place advertising in the Services.

**8.2 Other Users.** Each Services user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Services users are solely between you and such users. You agree that StormX will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Services user, we are under no obligation to become involved.

**8.3 Release.** You hereby release and forever discharge StormX (and our officers, employees, agents, attorneys, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any

interactions with, or act or omission of, other Services users or any Third-Party Links and Advertisements).

## **9. LIMITATION OF WARRANTY AND LIABILITY**

**9.1 NO WARRANTY; AS-IS.** THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND STORMX (AND ANY AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. STORMX (AND ANY AFFILIATES) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

**9.2** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**9.3** STORMX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED OR PURCHASED THROUGH THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR POTENTIAL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE ACQUISITION OF SUCH MATERIAL.

9.4 STORMX PROVIDES THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

9.4 THIS DISCLAIMER OF LIABILITY AND WARRANTY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT STORMX IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

9.5 IN NO EVENT WILL STORMX, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY OF THE INFORMATION ON THE SERVICES; (II) ANY CHANGES WHICH STORMX MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE BETTORDEGE WITH ACCURATE ACCOUNT INFORMATION; (V) YOUR FAILURE TO KEEP YOUR AUTHENTICATION CREDENTIALS, PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL ASPECTS OF THE SERVICES.

9.6 IN ADDITION TO THE TERMS SET FORTH ABOVE, STORMX WILL NOT BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SERVICES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. STORMX SHALL NOT BE

LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND ANY AGGREGATE, TOTAL LIABILITY OF THE STORMX TO YOU FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

9.7 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, STORMX'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **10. TERM AND TERMINATION**

10.1 These Terms will remain in full force and effect during your use of the Services. You may terminate your Account at any time by contacting customer service. This will allow StormX to ensure you are the owner of the Account. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. StormX will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. We note that a termination of your account will result in the forfeiture of any cash and/or credits in your account at the time of termination. Terminated accounts cannot be recovered, users desiring to continue using StormX services will be required to set-up a new account and agree to the Terms of Services at that time.

## **11. TAXES**

11.1 It is your sole and exclusive responsibility to pay all taxes associated with any prizes that you may win as a result of your use of our Services. We are not responsible in any way for your tax obligations, including but not limited to any federal, state-level, local, territorial, transfer, wagering, or gaming related taxes or levies. Without limiting any other release contained in these Terms or any limitation of liability, you agree to release us, our officers, employees, agents, attorneys, and affiliates to the maximum extent possible from any liability related to taxes.

11.2 To ensure our compliance with all applicable laws, we may send you a W-9 or comparable form or request for information if your winnings from the Services reach a certain level (such as \$600). We may restrict your activities within the Services, including your ability to deposit and withdraw until such time that we are satisfied that you have provided us with all required information. Our rights are in addition to any other rights in these Terms and are to be exercised at our sole and absolute discretion.

## **12. COPYRIGHT POLICY.**

StormX owns, protects and enforces copyrights in its own creative material and respects the copyright properties of others. Materials may be made available on or via the Services by third parties not within the control of StormX. It is our policy not to permit materials known by us to be infringing to remain on the Website and to terminate relationships regarding content with third parties repeatedly infringing the copyrights of others. StormX reserves the right to restrict or eliminate access to its services at any time in the event that the user breaks any posted rules, regulations, or terms of services at any time. In the event of being barred/banned access from services StormX reserves the right to freeze any assets on the user's account until that user's ban has been lifted. You should notify us promptly if you believe any materials on the Services infringe a third-party copyright. Upon our receipt of a proper notice of claimed infringement under the Digital Millennium Copyright Act ("DMCA"), StormX will respond expeditiously to follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue, including, where applicable, removing, or disabling access to material claimed to be infringing or by removing or disabling access to links to such material. Pursuant to the DMCA 17 U.S.C. 512 (c), StormX has designated agent for notification of claims of copyright infringement.

The address for our designated copyright agent is as follows: [support@stormx.io](mailto:support@stormx.io).

## **13. PRIVACY AND PERSONAL INFORMATION**

13.1 For information about our data collection, use, disclosure and protection practices, please read our PRIVACY POLICY. This policy explains how we treat your personal information, and protect your privacy, when you use the Services. You agree to the use of your data in accordance with the terms of our Privacy Policy.

13.2 In order to delete personal data, reach out to support@stormx.io with name, username, email, and phone number with a request to delete information. We will verify your identity, then complete your request to delete your information.

#### **14. DISPUTE RESOLUTION.**

14.1 Please read this Arbitration Agreement carefully. It is part of your contract with StormX and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**14.2 Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by StormX that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all proceedings shall be conducted in English. However, to the extent that any claim or dispute involves StormX's intellectual property rights, either party may seek immediate injunctive, monetary, or other appropriate relief in any state or federal court in the State of Delaware. This Arbitration Agreement applies to you and StormX, and to any subsidiaries, affiliates, agents, employees, attorneys, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

**14.3 Notice Requirement and Informal Dispute Resolution.** Before initiating a claim in arbitration or in court, a party **must** first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to StormX should be sent to: support@stormx.io After the Notice is received, you and StormX may attempt to resolve the claim or dispute informally. If you and StormX do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the

amount of the award, if any, to which either party is entitled. Nothing herein shall be construed to limit StormX's right to seek immediate relief for any dispute or claim involving its intellectual property rights.

**NOTE: Except for the preceding sentence, the informal dispute resolution process is a mandatory condition precedent to any further arbitration or judicial proceedings.**

**14.4 Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held remotely to the maximum extent possible unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

**14.5 Time Limits.** If you or StormX pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

**14.6 Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and StormX, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and StormX.

**14.7 Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and StormX in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND STORMX WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that dispute be resolved by a judge.

**14.8 Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

**14.9 Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

**14.10 Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Arbitration Agreement shall continue in full force and effect.

**14.11 Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**14.12 Small Claims Court.** Notwithstanding the foregoing, either you or StormX may bring an individual action in small claims court.

**14.13 Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

**14.14 Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement. StormX reserves all rights to seek an immediate action in fed

**14.15 Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within the State of Delaware, for such purpose.

## **15. GENERAL**

**15.1 Changes.** StormX may at any time change or modify these Terms or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Services by you after such notice will be deemed to constitute your acceptance of such changes, modifications, additions or deletions. If any modification, change, addition or change to these Terms is not acceptable to you, your only recourse is to refrain from using and accessing the Services. StormX may at any time change or discontinue any aspect or feature of the Services, including, but not limited to, content, hours of availability, and equipment needed for access or use. You agree that StormX will not be liable to you or any third party for any modification or discontinuance of the Services.

**15.2 Electronic Communications.** The communications between you and StormX use electronic means, whether you use the Services or send us emails, or whether StormX posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from StormX in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that StormX provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**15.3 Entire Agreement.** These Terms are the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Terms, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. Notwithstanding this, you agree that StormX may still apply for injunctive remedies (or an equivalent type of urgent legal relief) in as more fully described above. The failure by StormX to partially or fully exercise any rights or the waiver of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by StormX of any subsequent breach by you of the same or any other term of these Terms. StormX's rights and remedies under these Terms shall be cumulative, and the exercise of any such right or remedy shall not limit StormX's right to exercise any other right or remedy. The section headings conditions set forth in these Terms shall be binding upon assignees.

15.4 For general rules and specific rules by sport, please refer to the relevant rules pages, which may be supplemented from time to time.

**15.5 Copyright/Trademark Information.** The StormX logo is the exclusive property of StormX. All rights reserved. All other trademarks appearing on the Services are the property of StormX, affiliates of StormX, or their respective owners. Unless you have agreed otherwise in writing with StormX, you agree that nothing in these Terms gives you a right to use any of StormX's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You further agree that you shall not use any trademark, service mark, trade name, logo of any other StormX or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.