

TERMS OF SERVICE FOR SPORTSPICKER AI

OVERVIEW

The Sportspicker AI website at unanimous.ai/sports (the “Website”) is operated by Unanimous A.I., Inc. (“Unanimous AI”). Throughout the Website, the terms “we”, “us” and “our” refer to Unanimous AI. Unanimous AI offers this Website, including all information, tools and services available from this Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting unanimous.ai/sports and/or subscribing to our sports newsletter (the “Newsletter”), you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Website.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the Website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Leadpages. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - DISCLAIMER

All information on this Website and in the Newsletter is provided to you for entertainment and amusement purposes only. Any use of this information in violation of any federal, state and/or local law is strictly prohibited. All gambling and wagering activity, if any, must be done only in accordance with national, federal, state, and local law. Unanimous AI is not responsible for any decisions made, financial or otherwise, based on the Service or links provided on the Website and does not guarantee winnings. Unanimous AI and its affiliates accept no responsibility for such action on the part or any party, including but not limited to its subscribers, users, and readers. No information

presented on this Website or in the Newsletter constitutes a recommendation by Unanimous AI or its affiliates to wager, bet, place anything of value at risk on anything including but limited to the following: sport team, individual, sports personality, sporting animal, sporting object, or engage in any wagering activity whatsoever in any forum wherever found. Unanimous AI and its associates do not accept wagers or bets of any kind whatsoever. Site content neither is, nor should be construed as, an offer, or a solicitation of an offer, to wager by Unanimous AI or its affiliates. Neither Unanimous AI nor its affiliates offer or provide any opinion regarding the nature, potential, value, suitability or profitability of any particular wage, bet or strategy, and its subscribers, users and readers are fully and solely responsible for any decision they make. Such decisions should be based solely on careful independent evaluation of your financial circumstances, objectives, risk tolerance and liquidity needs and in compliance with all applicable laws. Unanimous AI is not affiliated, endorsed, nor licensed by any sports franchises, organizations or associations including but not limited to: the National Collegiate Athletic Association (NCAA), the National Football League (NFL), Major League Base Ball (MLB), National Basketball Association (NBA), National Hockey League (NHL), and claims no copyright regarding such.

SECTION 2 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Website. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction. You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 3 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 4 – RESTRICTIONS

You agree not to: (a) sell, resell, publish, republish, copy, duplicate, reproduce, redistribute, broadcast, license or otherwise commercially exploit or make the Service available to any third party; (b) modify, adapt, or create derivative works of the Service, or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (c) reproduce, modify, adapt or create derivative works of the software making

up the Service; (d) falsely imply any sponsorship or association with Unanimous A.I.; (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Service; (g) knowingly or recklessly post transmit, upload, link to, send, or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software") on the Website; (h) incorporate the Service into a product You provide to a third party; (i) use the Service for competitive analysis or to build competitive products; (j) publicly disseminate information regarding the performance of the Service; or (k) encourage or assist any third party to do any of the foregoing.

SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 6 - PRODUCTS OR SERVICES

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your

email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 8 - ACCURACY OF BILLING AND ACCOUNT

Unanimous AI will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of your data. You agree that Unanimous AI and the service providers we use to assist in providing the Service to you shall have the right to access your account and your data solely to the extent necessary to provide the Service, including, without limitation, in response to your support requests. We collect certain information about You. We use, disclose, and protect this information as described in our Privacy Policy, the current version of which is available at <https://unanimous.ai/privacy-legal/> and which is incorporated into the Terms.

SECTION 9 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 10 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this Website may direct you to third-party Websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party Websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish,

distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. Unanimous AI shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations, or other feedback we receive from you.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related Website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 12 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy, which may be found at <https://unanimous.ai/privacy-legal/>.

SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related Website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related Website, should be taken to indicate that all information in the Service or on any related Website has been modified or updated.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal,

provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Website, other Websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website, other Websites, or the Internet. We reserve the right to terminate your use of the Service or any related Website for violating any of the prohibited uses.

SECTION 15 - DISCLAIMER OF WARRANTIES

THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. UNANIMOUS AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of the Service is at your sole risk.

SECTION 16 - LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNANIMOUS AI'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF UNANIMOUS AI WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. UNANIMOUS AI HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

In no case shall Unanimous AI, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Unanimous AI and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, and/or when you cease using our Website. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 20 – REFUND POLICY

Due to the nature of the Services and the information being provided, there are absolutely no refunds. Subscribers may provide notice of cancellation at any time, and such cancellation will be effective at the end of the then-current subscription period.

SECTION 21 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this Website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

SECTION 22 - GOVERNING LAW

These Terms of Service shall be governed by the laws of the State of California without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, Santa Clara County, for the purpose of resolving any dispute relating to the Terms of Service or access to or use of the Service by you.

SECTION 23 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 24 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@unanimousai.com. By using this Website, you agree the information provided in this Website and the Newsletter is for news and entertainment purposes only. Use of this information in violation of any federal, state, or local law is prohibited.

Unanimous AI is not responsible for any decisions made, financial or otherwise, based on information or links provided by on Unanimous AI. Unanimous AI does not guarantee winnings and shall not be held liable for losses resulting from the use of information obtained from here. Unanimous AI does not offer bookmaking services or gambling capabilities on its Website. Unanimous AI is a sports information Service and Unanimous AI is not responsible in any way regarding picks and predictions.