

Elitepickz

These Terms of Service (the “**Terms of Service**”) are a contract entered into between You (“**you**,” “**your**,” “**yours**”) and EP Consulting LLC, dba Elitepickz (“**we**,” “**us**,” “**our**,” “**Elitepickz**”). These Terms of Service, together with our Privacy Policy and Refund Policy which are herein incorporated by reference, govern your use of and access to <https://www.elitepickz.com/> (the “**Site**”), including any content, functionality, software, and services offered, purchased, ordered, or accessed on or through the Site, including Consulting and the use of servers, transport, and other equipment and protocols to transmit information, including the information provided on our Discord servers and channels (the “**Services**”).

THE INFORMATION PROVIDED ON THE SITE AND THROUGH THE SERVICES ARE FOR GENERAL ENTERTAINMENT AND INFORMATIONAL PURPOSES ONLY. NOTHING ON THE SITE OR MADE AVAILABLE THROUGH THE SERVICES IS GAMBLING OR FINANCIAL ADVICE, NOR IS IT AN OFFER OR SOLICITATION OF AN OFFER. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE QUALITY, ACCURACY, OR RELIABILITY OF ANY INFORMATION OR STATISTICS PROVIDED THROUGH THE SITE OR SERVICES WHATSOEVER

PLEASE NOTE THAT THE EXISTENCE OF OUR **30-DAY POSITIVE UNIT GUARANTEE FOR MONTH/YEAR PASS** SUBSCRIBERS PER OUR REFUND POLICY DOES NOT IN ANY WAY OVERRIDE OR NEGATE THE TERMS OF OUR GENERAL DISCLAIMER ABOVE. THE GENERAL DISCLAIMER, STATING THAT THE INFORMATION PROVIDED ON THIS SITE AND THROUGH OUR SERVICES IS FOR GENERAL ENTERTAINMENT AND INFORMATIONAL PURPOSES ONLY, REMAINS FULLY IN EFFECT. THE **30-DAY POSITIVE UNIT GUARANTEE** IS A SPECIFIC, SEPARATE OFFER WITH ITS OWN SET OF TERMS AND CONDITIONS, WHICH ARE DETAILED IN OUR REFUND POLICY. IT IS AN ADDITIONAL SERVICE FEATURE OFFERED TO SUBSCRIBERS UNDER CERTAIN CONDITIONS AND IS NOT INDICATIVE OF THE OVERALL NATURE OF THE CONTENT AND SERVICES PROVIDED ON OUR SITE. WE EMPHASIZE THAT OUR SITE DOES NOT PROVIDE GAMBLING OR FINANCIAL ADVICE, NOR DOES IT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE QUALITY, ACCURACY, OR RELIABILITY OF ANY INFORMATION OR STATISTICS PROVIDED, EXCEPT AS EXPRESSLY STATED IN THE TERMS OF THE **30-DAY POSITIVE UNIT GUARANTEE**. OUR COMMITMENT THROUGH THE POSITIVE UNIT GUARANTEE IS LIMITED TO THE SPECIFIC SCOPE AND CONDITIONS OUTLINED IN ITS TERMS. IT IS DESIGNED TO ENHANCE THE EXPERIENCE OF OUR SUBSCRIBERS WITHIN THE PARAMETERS SET FORTH, WITHOUT ALTERING THE FUNDAMENTAL PURPOSE AND LIMITATIONS OF OUR SITE AS DESCRIBED IN THE GENERAL DISCLAIMER.

YOU ARE RESPONSIBLE FOR YOUR OWN CHOICES, WHETHER OR NOT YOU RELIED ON ANY INFORMATION PROVIDED BY US. We are not responsible for financial decisions, including gains or losses, made by you or any third party.

1. Acceptance

Please read these Terms of Service carefully before you start to use the Site. BY USING OUR SITE OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT OR ANY PORTION OF THE TERMS OF SERVICE YOU MUST NOT ACCESS OR USE THE SITE OR SERVICES.

IF YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE AND FURTHER UNDERSTAND AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE. IN THAT EVENT, "YOU," "YOUR," AND "YOURS" WILL REFER AND APPLY TO YOU AS AN INDIVIDUAL AND THAT ENTITY OR AGENCY.

2. Updates to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Site. All changes are effective immediately upon becoming publicly available through the Site (the "**Effective Date**"). We will provide reasonable advance notice of any amendment that includes a Substantial Change by posting the updated agreement on the Site, providing notice on the Site and Discord, and/or sending you notice by email. If the Substantial Change (defined below) includes any increase to fees charged by us, we will provide at least 30 days' advance notice of the change, but are not required to provide any advance notice for changes resulting in a reduction in any fees or any temporary or promotional fee change.

YOU UNDERSTAND THAT YOUR CONTINUED USE OF THE SITE OR SERVICES FOLLOWING THE EFFECTIVE DATE MEANS THAT YOU ACCEPT AND AGREE TO BE BOUND BY ANY CHANGED TERMS, INCLUDING THE ARBITRATION PROVISION IN SECTION 15 (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN THAT SECTION). IF YOU DO NOT ACCEPT THE REVISED AGREEMENT IN ITS ENTIRETY, YOU AND YOUR AUTHORIZED USERS MUST NOT ACCESS OR USE THE SITE OR USE THE SERVICES AFTER THE EFFECTIVE DATE.

3. Definitions

- a. "**Authorized User**" means an employee, agent, or contractor who is acting for your benefit and on your behalf who is deemed eligible by you to access and use the Site and Services.
- b. "**Consulting**" means any consulting services, sessions, provision of statistics or plans purchased on or through the Site or Services for yourself, on your behalf, or by your Authorized User.
- c. "**Confidential Information**" means any information one party discloses to another and is (a) clearly marked as confidential by the disclosing party; (b) orally designated as confidential at the time of disclosure; (c) any source code disclosed by us; (d) any names of actual or potential customers of either party; or (e) any other nonpublic, sensitive information disclosed. Confidential Information does not include any information that is (f) in the receiving party's possession at the time of disclosure; (g) independently developed by the receiving party without use of or reference to any

Confidential Information; (h) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; or (i) is approved for release in writing by the disclosing party.

d. **"Content Utilization"** means in particular, but not exclusively, the ability to store, reproduce, disseminate, send, disclose non-publicly and otherwise make the Content, including, without limitation, all Intellectual Property you create, available to you through the Services.

e. **"Content"** means content or data, regardless of format or owner (including, but not limited to, content, websites, applications, code and the like), provided or identified to Elitepickz to be sent or received using the Services or in connection with implementing, deploying or maintaining the Services or Consulting, and content hosted, stored, or cached by Elitepickz at your direction the direction of your Authorized Users, affiliates, or agents.

f. **"Discord"** refers to the third-party application, whether web-based or as downloadable software, and in regards to provision of Services, specifically the Discord server operated by Elitepickz and the channels, threads, and content therein as may be understood by context.

g. **"Documentation"** means documentation made available by us that describes the features, functionality, performance and implementation requirements or recommendations, if any, for the Services or Consulting.

h. **"Intellectual Property"** means all patent rights, copyright, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction, including without limitation, all information, data, contracts, databases, maps, records, code, products, materials, services, software applications and tools, APIs, design elements, text, images, photographs, illustrations, audio and video contents, artwork and graphics, whether or not any particular item is available to the general public.

i. **"Malicious Code"** includes, but is not limited to code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses.

j. **"Order"** means an order form, request, or purchase evidencing the Services ordered or requested by you, on your behalf, or by your Authorized User, whether through a purchase page on the Site, personally negotiated, or otherwise.

k. **"Security Measures"** means the administrative, physical, and technical safeguards for protection of the security and integrity of the Services

l. **"Substantial Change"** means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities in a non-minor way.

m. **"User"** or **"Users"** means any person, persons, or entity engaging with or accessing any part of or information contained on or within the Site, whether you, your Authorized User, or any third party.

4. Use and Confidentiality

- a. In order to access some of the Services, you are required to create an account with Discord. By doing to, you must agree to Discord's terms of service, terms of use, or other policies. Discord is an independent third-party, not a beneficiary to these Terms of Service, and wholly unrelated to Elitepickz, except to the extent that we may use Discord to provide some Services. We are in no way responsible for Discord's acts or omissions. Failure to abide by Discord's terms of service, terms of use, and other policies may result in forfeiture of your access to those Services which require access to Discord.
- b. Prior to your receipt of the Services, you may be required to authorize our access to and use of your Discord account. If required, your receipt of the Services is dependent on such access and failure to authorize or provide it shall result in the forfeiture of the Services. Our access to or use of your Discord account shall be in compliance with Discord's Terms of Service, with your express permission, and only for the purpose of providing the Services purchased or ordered by you.
- c. You may use the Services only within the intended purpose and permitted use. Failure of observing the limits of purpose and permitted use of the Site and the Services is deemed a material breach of these Terms of Service. We shall be entitled to, without prejudice to any other rights, terminate your access to the Services in accordance with Section 12. You may not use or access the Site or Services if we have terminated your access or otherwise elect not to provide you access to the Site or Services.
- d. You acknowledge that the Services are personal to you, and you are obliged not to provide any other person with access to the Site or Services or portions of it using your email address, password, or other security information.
- e. You are responsible for maintaining the confidentiality of your data and for monitoring and, if necessary, restricting access to your devices and those of your Authorized Users. Any email address, password, or any other information chosen by you or provided to you as a part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing the Services from a public or shared computer.
- f. You will use any and all commercially reasonable efforts to prevent unauthorized use of the Services you ordered and you and your Authorized Users and will promptly notify us, in writing, if you suspect that your Services are compromised or misused or if any Authorized User's user ID, password or other access credentials are lost, stolen, compromised or misused.
- g. You understand, acknowledge, and agree that to the extent permitted by applicable law, we 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 the unauthorized use of the Services you have purchased.
- h. You understand, acknowledge, and agree that any information you provided to us must be accurate, current, and complete, and you agree that any such information will be kept accurate, current, and complete. We may identify you and your Authorized Users, and send notices, statements, and other information by e-mail, Discord, or other authorized third-party applications.

5. Permitted Use and Conduct

- a. You may use the Discord, Consulting, Site, and Services only within their intended purpose and permitted uses. You acknowledge that the purpose of the Discord is to provide you with access to the Services, including tools to create and manage information, images, comments, posts, logs, teams, interact with the Site, create Content, follow and be followed by other users, comment on activities, interact with other users, and other activities anticipated by the advertised usage and intended functionality of the Site. Any use for other purposes or particular misuse of the Services or Site is not permitted.
- b. Under no circumstances are you permitted to engage in Improper Conduct. Improper Conduct includes, but is not limited to:
- i. Falsifying personal information or impersonating any natural or legal person, including payment information, required to use the Services;
 - ii. to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - iii. colluding with any other person or engaging in any type of false valuation, estimation, appraisal, or statistics;
 - iv. to solicit others to perform or participate in any unlawful acts or to engage in acts that are unrelated to the purpose of the Site or Services
 - v. tampering with the administration of the Services or Site or trying to in any way tamper with the computer programs associated with the Services or Site;
 - vi. obtaining other users' information and spamming other users;
 - vii. falsely implying or stating an association with gambling entity, sports betting agency, professional or collegiate sports team, any athlete, or other subject of the information provided in the Services;
 - viii. abusing the Services or Site in any way; or
 - ix. otherwise violating these Terms of Service.
- c. Failure of observing the limits of purpose and permitted use of the Site and the Services is deemed a material breach of these Terms. We shall be entitled to – without prejudice to any other rights and in our sole and absolute discretion – terminate your access to the Services in accordance with Section 12.

6. Elitepickz's Obligations

- a. We will make the Services available to you according to an Order. Insofar as the terms of an Order conflict with these Terms of Service, the Order shall supersede and amend these Terms of Service in regards to that Order only.
- b. We shall comply with all laws and governmental regulations applicable to the Services and we will be responsible for the performance of our personnel (including employees and contractors) and their compliance with these Terms of Service.
- c. We will maintain the security measures consistent with industry standard practices. Elitepickz will process, transmit, and store any Content provided to us using the Services only according with these Terms of Service and the Documentation. The Services, independent of any Content, will not transmit Malicious Code.

- d. We will process, transmit and store personal data present in your Content only in accordance with the Privacy Policy. We will never sell nor disclose any Content to any third-party or disclose any Content in a manner that personally identifies you.
- e. We are not an online gambling operator, gambling site, sports betting agency, or financial advisory service of any kind. We are not responsible for choices you or any third party make, including the placement of bets or wagers, in any way whatsoever.

7. Fees and Payments

- a. You shall pay all Fees (as defined on the applicable Order) and charges for Services as specified on the Order, which may include payment through a third-party payment service provider. Regardless of the actual usage of Services, all payment obligations are committed for the Term and non-cancelable, and all amounts paid are nonrefundable. Payment terms are net 30 days from the invoice date, without offsets or deductions of any kind, and payment is due in the currency set forth on the Order. If you believe, in good faith, that your invoice is incorrect, you must give us written notice within 30 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit for the disputed amount. Such notice must contain a detailed description of the Fees and charges in question and the good faith basis for disputing such amounts. You agree to promptly remit payment for all other amounts and irrevocably waives its right to challenge any amount not disputed during such 30-day period. Nothing in this section will be deemed to limit our right to seek judicial intervention at any time regarding any such disputed amount.
- b. We may assess interest on any past due balances up to the maximum rate allowed by law, in our sole and absolute discretion. In addition to any other rights granted to us herein, we reserve the right to suspend or terminate your access to the Services if your account becomes delinquent. You agree to pay all reasonable costs and attorneys' fees incurred by us with respect to collecting any past due balance. Any amount disputed by you pursuant to this Section 7 that is deemed by a judge or arbitrator to be due and payable to us will be deemed to be past due as of the original due date for purposes of the calculation of interest and eligibility for attorneys' fees and costs. No endorsement or statement to the contrary on any check or payment, or on any letter accompanying any check or payment, or elsewhere will be construed as an accord or satisfaction. We reserve the right to require payment assurance at any time.
- c. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. You are responsible for payment of all such taxes, levies, or duties, except for taxes based solely on our income. If we have the legal obligation to pay or collect any such amounts for which you are responsible, the appropriate amount will be invoiced to and paid by you, unless you provide us with a readable, valid tax exemption certificate authorized by the appropriate taxing authority covering such amount.

8. Intellectual Property

- a. The Site, Services, trademarks, and other Intellectual Property objects displayed, distributed, or otherwise made available via the Site, are the exclusive property of Elitepickz, and its successors, assigns, licensors, or suppliers. Unless specifically provided in these Terms of Service or if you have agreed otherwise in writing with us,

nothing in these Terms of Service gives you a right to use the Site, Services, and its content, our trademarks or other Intellectual Property of Elitepickz.

b. You understand, acknowledge, and accept that you and your Authorized Users are obtaining only limited rights to use, access, interact with, and view the Consulting and Services in accordance with these Terms of Service and that irrespective of any use of the words "purchase," or "sale," or similar words, no ownership rights are transferred or assigned by us.

c. We grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Site and Services for your personal or internal business purposes as described in these Terms of Service, for the period you access the Site and Services. Any Intellectual Property provided through or used to operate the Site and Services is licensed, not sold, to you. You acknowledge that you have no right to access the Site or Services in source-code form. We may inform you, by notice within the Services, on the Site or through Consulting, by email, or otherwise, that the Site or Services contain intellectual property governed by the license of a third party and you agree to abide by the terms of any such license.

d. Unless you have been permitted in writing to do so in a separate agreement with us, you have no right to rent, lease, lend, sell, redistribute, sublicense, copy, reverse, engineer, decompile, disassemble, translate, modify, distribute copies of, make available, adapt, or create derivative works based on the Site, Services, Consulting or any related Intellectual Property owned or licensed by us.

e. Neither you, your Authorized Users, nor any person or entity acting on your behalf or by your or your Authorized User's Discord account may copy, reproduce, publish, transmit, transfer, sell, rent, modify, create derivative works from, distribute, repost, perform, display, or in any way commercially exploit the Site or Services, nor may you infringe upon any of the copyrights, trademarks, patents, trade secrets, or other intellectual property rights anticipated in the future contained in, on, or withing the Site or Services. You and your Authorized Users may not remove or alter, nor cause to be removed or altered, any copyright, trademark, or other proprietary notices or visual marks and logos from the Site or Services.

f. By entering, creating, or making available Content via the Site, Services, or Consulting, you represent and warrant that the Content is in accordance with these Terms of Service, does not violate the rights of third parties, and that you are entitled to grant the right to Content Utilization. You shall indemnify us against all claims brought by third parties against us in connection with the exercise our right to Content Utilization.

g. You are responsible for the Content that you post on or through the Site, including its legality, reliability, and appropriateness. By posting Content on or through the Site, you represent and warrant that the User Content:

i. is owned and created by you or you have the legal right to use it and the ability to grant us the rights and license as provided in these Terms;

ii. does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity;

- iii. does not contain a link or promote any affiliate program, multi-level marketing scheme, sites repurposing existing stories or off-topic content;
 - iv. does not scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any approved mobile application, application programming interface, or client application;
 - v. does not contain software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - vi. does not falsely or incorrectly claim that you are or any other person is a technology or financial professional, or falsely state or otherwise misrepresent your or another person's affiliation with a technology company, financial institution, or educational facility; and
 - vii. is not and does contain unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited, objectionable, or infringing on the rights of any third party.
- h. As between the parties, you (or your licensors) retain all right, title and interest (including any and all Intellectual Property rights) in and to the Content and any changes or modifications made for the purpose of Content Utilization in the course of the operation of the Service. Subject to these Terms of Service, you hereby grant to us (and any affiliates, only to the extent necessary) a non-exclusive, worldwide, royalty-free right to process the Content solely to the extent necessary to provide the services to you, including the ability to perform Content Utilization and to prevent or address service or technical problems with the Services, or as may be required by law.

9. Non-Disclosure and Confidentiality

- a. Notwithstanding any right of Content Utilization, or other rights or licenses granted in these Terms of Service, no party shall use any Confidential Information for any purpose other than to facilitate the transactions contemplated by these Terms of Service. The party receiving any Confidential Information:
 - i. shall not disclose Confidential Information to any employee or contractor of such receiving party, unless such person needs access in order to facilitate the transactions contemplated by these Terms of Service and executes a non-disclosure agreement with terms no less restrictive than those of these Terms of Service; and
 - ii. shall not make known any Confidential Information to any third party without the disclosing party's prior written consent. Without limiting the generality of the foregoing, the receiving party shall protect any Confidential Information with the same degree of care it uses to protect its

own confidential information of similar nature and importance, but with no less than reasonable care.

b. The receiving party shall promptly notify the disclosing party of any misuse or misappropriation of any Confidential Information that comes to the receiving party's attention.

c. Notwithstanding the foregoing, the receiving party may make known Confidential Information as required by applicable law or by proper legal or governmental authority. The receiving party shall give the disclosing party prompt notice of any such legal or governmental demand and reasonably cooperate with the disclosing party in any effort to seek a protective order or otherwise contest such demand, at the disclosing party's expense.

10. Location, Push Notifications, and Other Technologies

a. To determine your eligibility to use the Services, we may determine your location using one or more reference points, such as GPS, IP address, Beacons and/or software within your personal computer, mobile device, consumer electronics device, video game device or console, or any other equipment. If you have set your device(s) to disable GPS, Bluetooth or other location determining software, use connection methods or systems that mask your location, such a virtual private network, or do not authorize the Services to access your location data, the Services may not be able to determine your location and you will not be able to access the Services. We reserve the right to suspend and/or terminate your account if you prevent the Services from accurately determining your location. For more information about how the Services collects, uses and retains your information, please read the Privacy Policy.

b. The Site and Services also may make use of push notifications to devices that support the transmission of such notifications or alerts. Push notifications are used to send notification messages to you regarding offers, products, events, and other promotions and related alerts, as well as informational and/or administrative messages. After accessing the Services, you may be asked to accept or deny push notifications. If you deny, you will not receive any push notifications. If you accept, push notifications will be automatically sent to you. If you no longer wish to receive push notifications from this Services, you may opt out by changing your notification settings on your device or, if applicable, through the push notification service. Your device manufacturer, not Elitepickz, controls these notification settings.

c. We may include other integrated technologies or services in the Site and Services, as we deem necessary. Any such additional technology will be subject to the restrictions in our Privacy Policy, which may be updated to reflect any such addition.

11. Updates, Alterations, and Modifications to the Site and Services

a. We may, from time to time, modify, add to, suspend, or delete any aspect of the Discord server, Services, planned Consulting, or feature functionality within the Site and Services, in whole or in part, at our sole discretion and with or without notice. Such modifications, additions, or deletions may include but are not limited to content offered, hours of availability, and equipment needed for access or use of the Site or Services.

- b. Though we try to make the Site and Services available twenty-four hours a day, seven days a week, except for planned downtime for maintenance, we make no warranty or guarantees they will be available. We disclaim any warranty, express or implied, of availability of or access to the Site or Services.
- c. We not warrant that your mobile device or computer will be able to access and support the Site or Services. You are solely responsible for ensuring that your mobile device or computer or your Authorized User's mobile device or computer can access and support the Site or Services.

12. Term, Termination, and Suspension

- a. We may terminate these Terms of Service, your access to the Services, your Authorized User's access to the Services, or any use of or access to the Site, Services, or Discord at any time for any reason, with or without cause. We specifically reserve the right to terminate these Terms of Service if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of Elitepickz or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal, disturbing, libelous, or prohibited material or otherwise engage in Improper Conduct. If you have purchased Services, you may also terminate these Terms of Service at any time by contacting us and requesting termination. At the termination of these Terms of Service, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.
- b. Upon termination, your right to use the Site and Services is automatically revoked, and your access to the Discord server will end. As a result of your termination of this Agreement, YOU MUST NOT ACCESS THE SITE OR SERVICES and any Order that has not been fulfilled will be cancelled with no refund for any unused Services or Consulting.
- c. Except as otherwise required by law, if your Discord account is closed for any reason, you no longer have access to the Discord server, or you terminate the Services, you will no longer have access to Content you keep on the Site or Discord server, past Consulting, or through the Services and any cessation of your access to the Discord or Services may involve deletion of any Content stored in your Account for which we have no liability whatsoever. We, in our sole discretion and as permitted or required by law, may retain some or all of your Consulting and Discord account information.

13. Warranty, Disclaimers, Limitation of Liability

- a. Elitepickz warrants that the Services will operate in substantial conformity with the applicable Documentation and will be provided in a professional and workmanlike manner and substantially in accordance with any specifications in any applicable Order or Documentation. If we are not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order (as applicable), and you, as the sole remedy, will be entitled to receive a refund of any unused Fees that you have pre-paid for the applicable Services. This warranty will not apply if the error or non-conformance was caused by misuse of the Services, modifications to the Services by you or any third-party, or third-party hardware, software, or services used in connection with the Services. We make no warranty, promise, or guarantee

that the Services, particularly Consulting, will be effective to achieve or accomplish any goal or particular purpose

b. YOU AGREE THAT YOUR AND YOUR AUTHORIZED USERS' USE OF OUR SITE, SERVICES, AND DISCORD IS AT YOUR OWN RISK. NEITHER ELITEPICKZ NOR ANY PERSON ASSOCIATED WITH US, INCLUDING AFFILIATES, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, REPRESENTS OR WARRANTS THAT THE SITE, SERVICES, OR DISCORD WILL BE UNINTERRUPTED OR ERROR-FREE. NOR DO WE MAKE ANY WARRANTY AS TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE MATERIAL AVAILABLE THEREIN, INCLUDING ANY INFORMATION THAT MAY BE PROVIDED THEREWITH OR ANY RESULTS THAT MAY BE OBTAINED THEREFROM. NOR DO WE MAKE ANY WARRANTY THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE, SERVICES, DISCORD, SERVERS, OR HOSTING PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL OTHERWISE MEET THE NEEDS OR EXPECTATIONS OF YOU AND YOUR AUTHORIZED USERS.

c. ANY SOFTWARE, PRODUCT, DATA, CONSULTING, SERVICES, OR OTHER MATERIALS, WITHOUT LIMITATION, ARE PROVIDED 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, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF SERVICE.

d. IN NO EVENT SHALL ELITEPICKZ, ITS EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, SUCCESSORS, ASSIGNS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AND MEMBERS, BE LIABLE TO YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGES WHATSOEVER ARISING FROM

i. THE USE OF OR INABILITY TO USE THE SITE, SERVICES, AND DISCORD,

ii. ANY INFORMATION, USER CONTENT, INTELLECTUAL PROPERTY, MATERIALS, OR OTHER SERVICES OTHERWISE MADE AVAILABLE TO YOU THROUGH US,

iii. EMPLOYMENT OR FINANCIAL DECISIONS AFFECTING YOU, YOUR AUTHORIZED USERS, OR OTHER PERSONS, OR

iv. INSURANCE COVERAGE DECISIONS AFFECTING YOU, YOUR AUTHORIZED USERS, OR OTHER PERSONS, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA.

- e. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR CONFIDENTIAL INFORMATION. BY EITHER YOU OR YOUR AUTHORIZED USERS UTILIZING OUR SITE, SERVICES, OR DISCORD, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU AND YOUR AUTHORIZED USERS SHOULD NOT ACCESS OR OTHERWISE USE THEM.
- f. OUR LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF OUR SUBSIDIARIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.
- g. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- h. THE ABOVE LIMITATIONS SHALL SURVIVE THESE TERMS OF SERVICE AND INURE TO THE BENEFIT OF ELITEPICKZ, ITS AFFILIATES, AND RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

14. Indemnification

- a. In addition to any other indemnifications stated in these Terms of Service, you agree to indemnify, defend, and hold harmless Elitepickz and its affiliates, vendors, licensors and their respective owners, directors, officers, employees, agents, subsidiaries, representatives, successors and assigns from and against all claims, demands, liabilities, suits, actions, judgments, awards, damages, losses, costs and expenses, including attorneys' fees, arising out of, related to, or resulting from
 - i. any action taken using your or your Authorized Users' Discord accounts, user identification, passwords or other access credentials,
 - ii. any financial loss or gain resulting from you or your Authorized User's provision of the Services to any third party or otherwise your discussion or provision of any information or data provided through the Services to a third-party,
 - iii. your or your Authorized Users' use or non-use of the Site, Services, and Consulting;
 - iv. your or your Authorized Users' noncompliance with or breach of these Terms of Service;
 - v. your or your Authorized Users' use of third-party services, including products, links, advertisements, or tools; and
 - vi. your or your Authorized Users' violations of any third-party rights, including any patient or donor privacy or healthcare rights or any third-party intellectual property rights.

15. Governing Law, Arbitration, and Dispute Resolution

- a. Governing Law. These Terms of Service shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. Except as provided in Section 15(b), you agree to submit

to the personal and exclusive jurisdiction of the state and federal courts located in the Philadelphia Metropolitan Area, Pennsylvania.

b. **Arbitration.** Any and all claims, disputes and causes of action arising out of, relating to, or resulting from these Terms of Service, the Site, Services, Orders, or Consulting, and except for those matters which may cause immediate, irreparable injury and for which a request for temporary restraining order or injunction is appropriate and may therefore be brought in either state or federal courts in the Philadelphia Metropolitan Area, Pennsylvania, are to be settled by binding arbitration in Pennsylvania and pursuant to the American Arbitration Association (AAA) rules for commercial disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by a single arbitrator experienced in the appropriate industry and shall include a written record of the arbitration hearing. You and Elitepickz both reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

c. **Limitation on Time to File Claims.** Any claim or cause of action you or your Authorized Users may have arising out of, relating to, or resulting from these Terms of Service, the Site, Services, Orders, or Consulting must be commenced within one year after the cause of action accrues. Otherwise, such claim or cause of action is waived and permanently barred.

16. Miscellaneous, General Provisions

a. **Affiliate Disclosure.** We may have an affiliate relationship with third parties and affiliates to whose products and services we link or promote. Because of this relationship, we may earn a commission on products or services purchased by you from a third-party affiliate. We are not responsible for, and you agree not to hold us liable for, any products or services purchased by you from a third-party affiliate, nor are we responsible or liable for any loss or damage caused as a result of your use of any third-party product or service linked to from our Site or in our Services.

b. **Assignment.** You understand, acknowledge, and agree that we have the right to assign or transfer these Terms of Service and its rights and obligations hereunder to any third party. You understand, acknowledge, and agree that you and your Authorized Users shall not assign or transfer your rights or subcontract or delegate the performance of any of your obligations under these Terms of Service without our prior written consent, which may or may not be given, withheld, or delayed at our sole and exclusive discretion.

c. **Customer Service.** Should you have any questions, comments, or concerns regarding information or services provided or offered by us, our customer service may be contacted at any time by email at support@elitepickz.com. We do our best to return all customer service inquiries within 48 business hours.

d. **Entire Agreement.** These Terms of Service, together with the Privacy Policy, Refund Policy, and any Order, constitute the sole and entire agreement between you and Elitepickz with respect to Site and Services described herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same. No modification or

amendment will be binding upon us unless in a written instrument signed by our duly authorized representative or made available to you by us.

e. **Export Control.** Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

f. **Force Majeure.** We shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of god or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). We shall use all reasonable efforts to notify you of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

g. **Notices.** Except as explicitly stated otherwise, any notices directed to Elitepickz shall be given by email to support@elitepickz.com. Any notices directed to you shall be directed to the e-mail address you provide to us, either during the registration process or when your e-mail address changes. Notice to you shall be deemed given twenty-four (24) hours after any such e-mail is sent unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us upon order. In such case, notice shall be deemed given three (3) calendar days after the date of mailing.

h. **Relationship of the Parties.** The parties are independent contractors under these Terms of Service, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between them. Neither party has authority to enter into terms of any kind in the name of the other party.

i. **Rights of Third Parties.** These Terms of Service do not give any right to any third party unless explicitly stated herein.

j. **Severability.** If any part of these Terms of Service is determined to be invalid or unenforceable by a court or tribunal of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service will continue in effect.

k. **Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

l. **Third-Party Integration.** Use of certain links or integrated features on the Site may direct you to third party feeds, software, websites or mobile applications (collectively, “**Third-Party Platforms**”). Such Third-Party Platforms are not under the control of Elitepickz, and we are not responsible for the content of any such

Third-Party Platforms or any link contained in such Third Party-Platform. Links to Third-Party Platforms included on or through the Site are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such Third-Party Platform or the products or services or information offered therein. If you decide to access any Third-Party Platform information, you do so entirely at your own risk. In no event shall we 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 Platform. We strongly advise you to read the Terms of Service and Privacy Policies of any Third-Party Platform or any other website or services that you visit.

m. **Waiver.** Any waiver made by us regarding these Terms of Service shall be effective only if agreed or declared in writing. If we fail at any time to enforce any right, power or remedy reserved to us under these Terms of Service, such failure shall not be treated as a waiver of our right to exercise the same or any other right, power or remedy at any time. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.