

## ***END USER LICENSE AGREEMENT***

This copy of Levels Sports Picks ("the subscription based digital content service") and accompanying documentation is licensed and not sold. This subscription is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Levels Sports Picks or its subsidiaries, affiliates, and suppliers (collectively "Levels") own intellectual property rights in the services. The Licensee's ("you" or "your") license to download, use, copy, or change the subscription service is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

### **Acceptance**

By accessing or using our digital content, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service. You agree to use the content solely for personal, non-commercial purposes and in compliance with all applicable laws and regulations. You further agree not to misuse, share, distribute, or otherwise exploit the content in any unauthorized manner. Any violation of these terms may result in the suspension or termination of your access without notice and may subject you to legal action.

### **License Grant**

Upon purchase or subscription, we grant you a limited, non-exclusive, non-transferable license to access and view the digital content for your personal, non-commercial use only.

### **Restrictions on Transfer**

You may not resell, redistribute, or publicly share our digital content in any form, whether for commercial gain or otherwise.

### **Restrictions on Use**

You agree not to reproduce, distribute, modify, publicly display, or create derivative works from our content without prior written permission. Sharing content outside of your personal use is strictly prohibited.

### **Disclaimer of Warranties and Limitation of Liability**

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY LEVELS, LEVELS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Levels makes no warranty that the service will meet your requirements or operate under your specific conditions of use. Levels makes no warranty that operation of the picks are for entertainment or informational purposes only. Results are not guaranteed, and no refund is offered once access is granted.

UNDER NO CIRCUMSTANCES SHALL LEVELS, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SPORTS PICKS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF LEVELS OR ANY OTHER PARTY, EVEN IF LEVELS IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS LEVELS'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

### **No Guarantee of Results**

This service does not constitute a gambling platform, and users are solely responsible for how they choose to use the provided content. All picks are intended for entertainment and informational purposes only, and no outcomes or results are guaranteed.

### **Limitation of Remedies and Damages**

***You may cancel your subscription at any time; however, due to the nature of digital content delivery, all sales are final and non-refundable, except where required by applicable consumer protection laws.***

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by Levels to have been caused by you. All limited warranties on the picks are granted only to you and are non-transferable. You agree to indemnify and hold Levels harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

### **Governing Law, Jurisdiction and Costs**

This Agreement is governed by the laws of Tennessee, without regard to Tennessee's conflict or choice of law provisions.

### **Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

**Levels Consulting, LLC**  
**dba Levels Sports Picks**  
1658 Lee Victory Pkwy, PMB 1044  
Smyrna, TN 37167

Email: [Support@lvlpicks.com](mailto:Support@lvlpicks.com)