

## LEGENDS BET

### TERMS OF SERVICE

**Last Updated: 9/18/2020**

Legends Bet provides a tournament style sports betting platform (“Service”) offered from time to time to users (“Users” or “you”) via the Company site located at <https://legendsbet.com/> and an App (collectively the “Site”). The Service and the Site may be collectively referred to herein as the “Platform.” The Service is owned and operated by Legends Sports LLC (“Company” or “we” or “Us”).

Your use of the Service is subject to the terms and conditions set forth in this Terms of Service (the “Terms of Service” or “Terms” or “TOS”).

**PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS OF THIS TOS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF SERVICE.**

**Updates to Terms of Service; Integration.** We may, in our sole discretion, modify the Terms of Service by posting a notice on the Terms of Service page. The “Last Updated” date at the top of the Terms of Service indicates when the latest modifications were made to the TOS. By continuing to access and use the Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review this Terms of Service periodically and to check the “Last Updated” date at the top of the Terms of Service for the most recent version. In addition, when using the Service or features on the Site, you will be subject to any posted guidelines or policies applicable to the Service or features that may be posted from time to time, including but not limited to our Privacy Policy. All such guidelines or policies are hereby incorporated by reference into this Terms of Service.

**Translation.** We may translate these Terms of Service into other languages for the convenience of our Users. Nevertheless, the English version governs your relationship with the Company, and any inconsistencies among the different versions will be resolved in favor of the English version.

#### **Service Availability.**

--The Service may be modified, updated, interrupted, suspended, or discontinued at any time, in the sole discretion of the Company, without notice or liability. The Service may be unavailable at certain periods, including but not limited to systems failures, anticipated or unanticipated maintenance work, upgrades or force majeure events.

--The Company reserves the right, at any time, in its sole discretion to modify, temporarily or permanently block access to, suspend, or discontinue the Service, in whole or in part, with or without notice and effective immediately to any User.

--The Company will have no liability whatsoever for any losses, liabilities or damages you may incur as the result of any modification, suspension, or discontinuation of the Service or any part thereof.

**Privacy Policy.** Use of the Service is subject to the terms of our [Privacy Policy](#) which is hereby incorporated into and made part of this Terms of Service. Please review our Privacy Policy carefully. By using or accessing the Service, you agree to be bound by the terms of our Privacy Policy.

**Age.** The Service is meant for those at least eighteen (18) years of age or the age of majority where you reside, whichever is younger. Use of the Service by anyone under this age is a violation of the Terms of Service.

### **Intellectual Property.**

--You acknowledge that all the intellectual property rights in the Service, including, but not limited to, copyrights, patents, trademarks, and trade secrets, the website design, application design, graphics, text, sounds, pictures, service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with any aspect of the Service (collectively the "Protected Materials") are the property of the Company, its affiliates or licensors or others and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to the Protected Materials not expressly granted to you in this Terms of Service are reserved to their respective copyright owners.

--Subject to this TOS, the Company grants you a limited non-transferable, non-exclusive, revocable, non-sublicensable licence to use and access the Service solely for your own personal or internal business purposes. You will not obtain any ownership interest therein through this Terms of Service or otherwise.

--Company authorizes you to view, download and/or print the Protected Materials provided that you keep intact all copyright and other proprietary notices contained in the original Protected Materials. Except as expressly authorized by this Terms of Service, you may not copy, reproduce, distribute, republish, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Protected Materials in any form or by any means, without the prior written authorization of Company or the respective copyright owner. In the absence of a written agreement, you may not modify or adapt the Protected Materials in any way or otherwise use them for any public or commercial resale purposes. The Company retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. The Company reserves the right to enforce its intellectual property rights fully under United States and international law.

--Some of the company and product names, logos, brands, and other trademarks featured or referred to within the Service may not be owned by us and are the property of their respective

trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse the Service.

### **Confidential Information, Non-Disclosure.**

--Users acknowledge and agree that as part of the Service, Company information has been or may be made available to Users including, without limitation, information relating in any way to any products, services, methods, computer/software or any other similar or related matters or items developed, enhanced or modified by the Company (collectively, the "Confidential Information").

--Users agrees that the Confidential Information: a) is the sole and exclusive property of the Company; b) is absolutely confidential to the Company; and c) except as expressly permitted in writing by the Company, may not be disseminated, disclosed to others. During your use of the Service, and in the event of the termination of your access, whether voluntary or involuntary, you agree not to use, disclose, transfer or exploit the Confidential Information at any time and in any manner whatsoever for a period of five (5) years, except to the extent that the Company has disclosed information to User that constitutes a trade secret under law, the User shall protect that trade secret for as long as the information qualifies as a trade secret.

--Exceptions. The obligations and restrictions in this Section do not apply to that part of the Confidential Information the User demonstrates; a) was or becomes generally publicly available other than as a result of a disclosure by User in violation of this agreement; b) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. In such an event, User shall; a) provide the Company with prompt notice of these requests or requirements before making a disclosure so that the Company may seek an appropriate protective order or other appropriate remedy; b) provide reasonable assistance to the Company in obtaining a protective order.

--User hereby acknowledges and agrees that the Company's remedy at law for any breach of any of User's obligations under this section would be inadequate, and User agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of this section, without the necessity of proof of actual damages, it being acknowledged by User that any such breach would cause irreparable injury to the Company.

### **Use of the Service**

--You may be required to create an account to use the Service and/or take advantage of certain features, or login to participate in certain activities, in which case you agree:

---to provide true, accurate, current, and complete information about yourself, and your company if applicable, as prompted by the Service;

---as permitted, to maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, Company has the right to

suspend or terminate your account and prohibit all current or future use of the Service by you;

--your account is for your personal and/or business use. You may not resell the Service;

-- to receive certain communications in connection with the Service;

--you are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share your account for any reason. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security; or

--you are responsible for all charges and/or damages arising from the use of your account via the Service, including charges and/or damages resulting from unauthorized use of your account.

You agree to use the Service only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Service. You agree not to post, transmit email or upload, any unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, indecent, libelous, invasive of another's privacy, offensive, hateful and/or racially, ethically, or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law, or any other behavior the Company deems offensive in its sole discretion.

You may not do any of the following while accessing or using the Service:

---collect or store personal data relating to any other User except as permitted by this TOS;

---solicit personal information from minors;

---cause harm to any minor in any manner whatsoever, including without limitation, inappropriate behavior for a setting in which minors are participating, bullying, intimidating, or harassing others, or threatening violence; or any other behavior the Company deems offensive in its sole discretion;

--impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts and/or or falsely state or otherwise misrepresent any affiliation with another individual, entity or the Company;

--use the Service in any manner that interferes with its normal operation or with any other User's use of the Service;

---access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers;

---probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

---access or search or attempt to access or search the Service by any means other than through our currently available, published interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us;

---forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive, or false source-identifying information;

---disrupt or interfere with the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or otherwise creating an undue burden on the Service;

--use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of the Service. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Service;

--access the Service by any means except through the interface provided by Company for access to the Service. Creating or maintaining any link from another application to any page at the Service without the prior authorization of Company is prohibited. Running or displaying the Service, or any information or material displayed via the Service in frames or through similar means on another website or application without the prior authorization of Company is prohibited. Any permitted links to the Service must comply with all applicable laws, rule, and regulations;

---upload, post, email, transmit, or otherwise offer any content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;

---upload, post, email, transmit, or otherwise offer any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

--- upload, post, email, transmit, or otherwise offer any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;

--- upload, post, email, transmit, or otherwise offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

---forge captions, headings, or titles;

---disrupt the normal flow of communication, or otherwise acting in any manner that would negatively affect other Users' ability to participate in any real-time interactions;

---interfere with or disrupt any of the Service, servers and/or networks that may be connected or related to our Site, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;

---intentionally or unintentionally violate any local, state, federal, national, or international law, including, but not limited to any securities rules, regulations or laws of any nation or other securities exchange, and any regulations having the force of law; or

---provide informational support or resources, conceal, and/or disguise the character, location, and/or source to any organization designated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Nationality Act.

In addition, while using the Service you may not:

---collect or store any personal data relating to any other User except as permitted by this TOS;

---solicit personal information from minors

---cause harm to any minor in any manner whatsoever, including without limitation, inappropriate behavior for a setting in which minors are participating, bullying, intimidating, or harassing others, or threatening violence; or any other behavior the Company deems offensive in its sole discretion.

Company makes no representation that any content contained, described, or offered via the Service are accurate, appropriate, or available for use in any particular jurisdiction or that these Terms of Service comply with the laws of any specific country. Visitors who use the Service do so on their own initiative and are responsible for compliance with all applicable laws. You agree that you will not access the Service from any territory where its contents are illegal, and that you, and not the Company Parties (as defined below), are responsible for compliance with applicable laws.

Your use of the Service is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

### **Third Party Operators and Websites.**

--In the event we include links via the Service to third-party operators and/or websites (collectively "Third Party Operators"), including advertisements, which may include products, goods, services, or information offered therein, these links are provided only as a convenience. If you clickthrough using these links to other websites, you may leave our Site. We do not control nor endorse any such Third-Party Operators. You agree that the Company Parties will not be responsible or liable for any content, products, goods, services, or information provided or made available by a Third-Party Operators, including related websites, or for your use or inability to use the services of a Third-Party Operator.

--You will use such links at your own risk. You are advised that other websites on the Internet, including Third-Party Operator websites linked from our Site, might contain material or information:

---that some people may find offensive or inappropriate;

---that is inaccurate, untrue, misleading, or deceptive; or,

---that is defamatory, libelous, infringing of others' rights or otherwise unlawful.

--We expressly disclaim any responsibility for the content, legality, decency or accuracy of any information, and for any content, products, goods, services or information, that appear on any Third-Party Operator website or in advertisements or content that a Third-Party Operator may have listed or offered on our Site.

--Your interactions with a Third-Party Operators found on or through the Service, including payment and delivery of goods or services, if any, conditions, warranties, or representations associated with such matters are solely between you and the Third-Party Operator, except as may be otherwise stated herein. You acknowledge and agree that we are not a party to any transactions you may enter into, except as may be stated herein, and we shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with, or relating to, the content, products, goods, services or information of a Third-Party Operator.

## **User Content**

--“User Content” means any and all information and content that a User submits to or uses with the Service. User Content also includes suggestions and improvements you may submit to use. The Company does not verify the accuracy or completeness of User Content and these may therefore be subject to errors.

--In the event we permit Users to uploaded User Content to our Site, you are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate any of the Terms of Service.

--Company does not and is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content.

--We may, at our discretion, pre-screen User Content submissions and may choose to remove User Content at any time we see fit, although we make no representation that we shall do so. You agree that the Company is not responsible for any financial loss, liability or damage of any kind that you may incur as a result of our removing or refusing to publish User Content.

--By posting User Content to the Site, you agree that (i) your User Content does not contain the confidential or proprietary information of third parties, and in the event you breach this covenant, you shall hold Company harmless in accordance with the Indemnification section of the TOS below, (ii) we are under no obligation of confidentiality, express or implied, with respect to the User Content, (iii) we may have something similar to the User Content already under consideration or in development, and (iv) you irrevocably waive, and cause to be waived, against the Company Parties and other Users any claims and assertions of any moral rights contained in such User Content.

--By posting User Content to the Site, you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense such User Content.

## **Term and Termination**

--Subject to this section, the Terms herein will remain in full force and effect while you use the Service. We may suspend or terminate your right to use the Service (including your account) at any time for any reason, or no reason, in our sole discretion, including for any use of the Service in violation of these Terms.

--Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your account may involve deletion of your User Content associated with your account from our database(s).

--The Company 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. You may terminate your use of the Company Service at any time

**Representations.** You expressly acknowledge, represent, warrant, and agree that you understand:

--the information contained in the Site is for informational purposes only and is not intended as, nor should be construed as advice or recommendations and are not guaranteed to produce results.

--Company does not warrant or guarantee the suitability or availability of any material or content, including without limitation any, data, products, or services, found through the Service.

--Company does not screen the authenticity or quality of any material or content or any provider of material or content, including, data, products, or services found through the Service.

--Company makes no representations or promises regarding any material or content, and that some of the material or content provided via the Service may be owned or licensed by Third Parties.

--Company is not a party to any transaction between you and any provider of products or services via the Service except as may be specifically stated herein. Any dispute shall be resolved between yourself and the provider of such products or services or your customer.

--You assume all risk when using the Service, including all the risks associated with any online or offline interactions with other Users, providers of products and services, and from additional fees or charges from your mobile carrier.

--Company does not provide legal, accounting, or financial advice of any kind. In the event information is presented that appears to be similar to any of these, it is for informational purposes only and is not, and should not, be taken as professional advice.

## **Indemnification**

--You agree to indemnify, defend and hold harmless the Company, its parents, subsidiaries and other affiliated companies, and their respective officers, directors, employees, agents and



other representatives (collectively, the “Company Parties”) against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys’ fees), resulting or arising from or relating to your use of the Service, any activity related to your account by you or any other person permitted by you, any User Content that you submit to, post on or transmit through the Service, your breach of this Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Service. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

--You hereby release and forever discharge the Company Parties 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 Service, including any interactions with, or act or omission of, other Service Users, including but not limited to: (i) your use of the Service, (ii) any activity related to your accounts by you or any other person, (iii) your violation of this Terms of Service; (iv) your infringement or violation of any rights of another, (v) your violation of applicable laws or regulations, or (vi) your User Content.

--Company 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 Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

**Warranties, Disclaimers and Limitations of Liability.** You expressly understand and agree that:

--Your use of the Service is at your sole risk. The Service and the associated materials and content are provided on an “as is” and “as available” basis. The Company Parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose and non-infringement. Without limiting the generality of the foregoing, the Company Parties make no warranty that: (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) any errors in the Service will be corrected.

--The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the Service, including any liability: (i) as a publisher of information; (ii) for any incorrect or inaccurate information or any ‘bug’ of the Service; (iii) for any unauthorized access to or disclosure of your transmissions or data; (iv) for statements or conduct of any third party on or via the Service; (v) for any disputes between Users of the Service or between a User of the Service and a Third Party; or (vi) for any other matter relating to the Service or any Third Party. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based

on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises the Company Parties of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Company and you. The products, information and services offered on and through the Service would not be provided to you without such limitations.

--The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with or relating to the actions and activities of any third-party contractors and suppliers of services we may engage to provide services to you, if any.

--Notwithstanding the foregoing, the sole and entire maximum liability of the Company Parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the charges paid by you directly to company via the service, if any, for services provided solely and directly by Company to you, for the three (3) months prior to the date the cause of action occurred.

--You agree that regardless of any statute or law to the contrary, any claim you may bring must be filed within one (1) year after the cause of action occurred or it will be permanently barred.

--Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

--If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **Purchases and Payments**

--There are no fees to participate in the Services. There is no paid in consideration to participate in the Service.

--By participating in the free Services you may have a chance to win a tournament by being the person at the end who has accumulated the most or near the most chips (to be determined in the sole opinion of the Company). The chips have no monetary value and can not be sold, given, transferred, or otherwise exchanged with any party other than the Company.

--The types of tournaments offered, the type of betting and other procedures and policies of the tournaments and Site may be modified at any time by the Company.

--You may participate in the Service only in jurisdictions where access to and use of the Service are permitted. Chips may only be obtained from the Company and through means we provide on the Service or otherwise expressly authorize. We will not honor chips from any other source.

--Users who participate in the Service and earn chips for which the Company may award prizes, including cash or cryptocurrency, understand and acknowledge that they are not, and do not intend to be, gambling as there is no investment required to play.

## Digital Millennium Copyright Act ("DMCA") NOTICE

The Company respects the intellectual property rights of others. Per the DMCA, we will respond expeditiously to claims of copyright infringement on the Site if submitted to our Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, the Company will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

Procedure for Notifying the Company of Copyright Infringement. If you believe that your intellectual property rights have been violated by us or by a third party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent listed below:

--A description of the copyrighted work or other intellectual property that you claim has been infringed;

--A description of where the material that you claim is infringing is located on the Site;

--An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not us, can contact you;

--A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;

--A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;

--Your electronic or physical signature.

We may request additional information before removing any allegedly infringing material. In the event we remove the allegedly infringing materials, we will immediately notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c), the Company's designated Copyright Agent is:

Jordan Gluck  
(561)-922-9464  
Jordan@legendsbet.com

**Arbitration.** Any controversy or claim related to the Service or this Terms of Service shall be first be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator located in Florida. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. Decisions rendered by the Arbitrator shall be binding on the parties. Company may seek any interim or preliminary

relief from a court of competent jurisdiction necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

**Applicable Law and Jurisdiction.** Your use of the Service is governed by and will be enforced under the laws of the State of Florida without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the above stated jurisdiction to enforce an arbitrator's decision or other matter the courts may hear. Any controversy, claim, suit, injury or damage shall be heard on an individual basis and shall not be consolidated with any controversy, claim, suit, injury or damage of any other party. IN ANY CLAIM, ACTION OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE TERMS OF SERVICE INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF THE SERVICE, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

**Miscellaneous.**

--This Terms of Service constitute the entire agreement between Company and each User of the Service with respect to the subject matter of these Terms of Service.

--If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

--The failure of the Company Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign or delegate these Terms of Service and its rights and obligations without your consent.

--We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or epidemic or pandemic.

--No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind us in any respect whatsoever.

--No action arising out of these Terms of Service or your use of the Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

**Customer Service.** If you have any comments or questions regarding these Terms of Service or wish to report any violation of these Terms of Service, you may contact us at [support@legendsbet.com](mailto:support@legendsbet.com).