

Privacy Policy

FantasyBot is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Privacy Policy applies to the FantasyBot website and governs data collection and usage. By using the FantasyBot website and other services, you consent to the data practices described in this statement.

Collection of your Personal Information

FantasyBot may collect personally identifiable information, such as your email address, name, billing address or telephone number. FantasyBot also may also collect anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by FantasyBot. This information can include: your IP address browser type, domain names, access times and referring website addresses. This information is used by FantasyBot for the operation of the service to maintain quality of the service and to provide general statistics regarding use of the FantasyBot website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through FantasyBot public message boards, this information may be collected and used by others. Note: FantasyBot does not read any of your private online communications.

FantasyBot encourages you to review the privacy policies of websites you choose to link to from FantasyBot so that you can understand how those websites collect, use and share your information. FantasyBot is not responsible for the privacy policies or other content on websites outside of the FantasyBot and FantasyBot family of websites.

Use of your Personal Information

FantasyBot collects and uses your personal information to operate the FantasyBot website and deliver the services you have requested. FantasyBot may use your personally identifiable information to inform you of other products or services available from FantasyBot and its affiliates. FantasyBot may contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

FantasyBot does not sell, rent or lease its customer lists or customer information to third parties. FantasyBot may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, telephone number) is not transferred

to the third party. In addition, FantasyBot may share data with trusted partners to help us perform statistical analysis, send you email, provide customer support, or arrange for other forms of communication. All such third parties are prohibited from using your personal information except to provide these services to FantasyBot, and they are required to maintain the confidentiality of your information.

FantasyBot does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

FantasyBot keeps track of the websites and pages our customers visit within FantasyBot, in order to determine what FantasyBot services are the most popular. This data is used to deliver customized content and advertising within FantasyBot to customers whose behavior indicates that they are interested in a particular subject area.

FantasyBot websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on FantasyBot or the site; (b) protect and defend the rights or property of FantasyBot and, (c) act under exigent circumstances to protect the personal safety of users of FantasyBot, or the public.

Use of Cookies

The FantasyBot website uses “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a webpage server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize FantasyBot pages, or register with FantasyBot site or services, a cookie helps FantasyBot to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses and so on. When you return to the same FantasyBot website, the information you previously provided can be retrieved, so you can easily use the FantasyBot features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the FantasyBot services or websites you visit.

Security of your Personal Information

FantasyBot secures your personal information from unauthorized access, use or disclosure. FantasyBot secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Policy

FantasyBot will occasionally update this Policy of Privacy to reflect company and customer feedback. FantasyBot encourages you to periodically review this Policy as well as our Terms of Use to be informed of how FantasyBot is protecting your information.

Contact Information

FantasyBot welcomes your comments regarding this Policy of Privacy. If you believe that FantasyBot has not adhered to this Policy, please contact FantasyBot at support@thefantasybot.com. We will use commercially reasonable efforts to promptly determine and remedy the problem.

FantasyBot Terms and Conditions of Use

Hello, and welcome to the FantasyBot Terms and Conditions of Use ("Terms"). The Terms you see below are important because they:

- Outline your legal rights on FantasyBot
- Explain the rights you give to us when you use FantasyBot
- Describe the rules everyone needs to follow when using FantasyBot
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration

Please read these Terms, our Privacy Policy and any other terms referenced in this document carefully.

Introduction

Thanks for choosing FantasyBot ("FantasyBot," "we," "us," "our"). FantasyBot provides personalized services with interactive features for fantasy football and other content as well as other products and services that may be developed from time to time. By signing up or

otherwise using any of these FantasyBot services, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the “FantasyBot Service” or “Service”), or accessing content or material that is made available through the Service (the “Content”) you are entering into a binding contract with FantasyBot.

Your agreement with us includes these Terms and any additional terms that you agree to, as discussed in the sections below, other than terms with any third parties (collectively, the “Agreements”). The Agreements include terms regarding future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy, waiver of class actions, and resolution of disputes by arbitration instead of in court. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found by contacting FantasyBot. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you do not agree with (or cannot comply with) the Agreements, then you may not use the FantasyBot or access any Content.

In order to use the FantasyBot Service and access any Content, you need to have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to FantasyBot is true, accurate, and complete, and you agree to keep it that way at all times.

1: Changes to the Agreements

Occasionally we may make changes to the Agreements. When we make material changes to the Agreements, we’ll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you a message. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us. If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such third party.

2: Enjoying FantasyBot

You can find a description of our Service options on our website, and we will explain which Service options are available to you when you subscribe to FantasyBot. Certain options may be provided to you free-of-charge. The FantasyBot Service that does not require payment is currently referred to as the “Free Service.” Other options require payment before you can

access them (the “Paid Subscriptions”). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the FantasyBot Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

Certain services may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription, you will not be refunded, and you may not be able to re-subscribe. If we cancel your subscription for reasons that may or may not be disclosed to the user including abuse of the service, the user will not receive a refund. Users may or may not receive a warning pertaining to a potential subscription cancellation. FantasyBot is not obligated to refund users, and will only consider refunding users if the service has not yet been used by a user (no messages have been sent). These will all be considered on a case by case basis.

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of FantasyBot for access to a Paid Subscription (“Code”), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions. You may also purchase access to a Paid Subscription through a third party. In such cases, separate terms and conditions with such third parties in addition to the Agreements may apply to your access to the Service.

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). FantasyBot may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

3: Payments and Cancellations

You may purchase a Paid Subscription directly from FantasyBot or through a validated third party by (1) paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (2) prepayment giving you access to the FantasyBot Service for a specific time period (“Pre-Paid Period”).

FantasyBot may change the price for the Paid Subscriptions, including introducing or changing recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period

following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the FantasyBot Service after the price change takes effect.

We do not provide refunds or credits for any partial subscription periods. If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated in the Code, or when there is an insufficient prepaid balance to pay for the Service. If you have purchased your Paid Subscription through a third party, you must cancel directly with that third party.

In the event of a cancellation, delay, or shortening of any sports leagues due to unforeseen circumstances or due to COVID-19 and/or other events, users of the FantasyBot service are not entitled to a refund. However, for users that have not yet used the service but have already subscribed, partial refund may be considered on a case-by-case basis.

4: Using our service

The FantasyBot Service and the Content are the property of FantasyBot or FantasyBot's licensors. We grant you limited, non-exclusive, revocable permission to make use of the FantasyBot Service, and limited, non-exclusive, revocable permission to make personal, non-commercial use of the Content (collectively, "Access"). This Access shall remain in effect until and unless terminated by you or FantasyBot. You promise and agree that you are using the FantasyBot Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the FantasyBot Service or the Content.

The FantasyBot software applications and the Content are not sold or transferred to you, and FantasyBot and its licensors retain ownership of all copies of the FantasyBot software applications and Content even after use on personal computers, mobile handsets, tablets, wearable devices, and/or other devices ("Devices").

All FantasyBot trademarks, service marks, trade names, logos, domain names, and any other features of the FantasyBot brand ("FantasyBot Brand Features") are the sole property of FantasyBot or its licensors. The Agreements do not grant you any rights to use any FantasyBot Brand Features whether for commercial or non-commercial use. For inquiries about Brand Features, please contact the FantasyBot support team.

You agree to abide by our User guidelines and not to use the FantasyBot Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in the Agreements, FantasyBot grants no right, title, or interest to you in the FantasyBot Service or Content.

Third party software (for example, open source software libraries or data libraries) included in the FantasyBot Service are made available to you under the relevant third party software library's license terms as published.

You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the FantasyBot service. Individuals under the age of 18, or the applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

5: Third Party Applications and Devices

The FantasyBot Service may be integrated with or may otherwise interact with third party applications, websites, and services ("Third Party Applications") and third party Devices to make the FantasyBot Service available to you. These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that FantasyBot does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does FantasyBot warrant the compatibility or continuing compatibility of the Third Party Applications and Devices with the Service.

6: Rights You Grant Us

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the FantasyBot Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the FantasyBot Service, the Content you access, including its selection and placement, may be influenced by commercial considerations, including FantasyBot's agreements with third parties. Some Content licensed by, provided to, created by or otherwise made available by FantasyBot (e.g. podcasts, newsletters) may contain advertising as part of the Content.

If you provide feedback, ideas or suggestions to FantasyBot in connection with the FantasyBot Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize FantasyBot to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant FantasyBot a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content anonymously in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

7: User Guidelines

FantasyBot respects intellectual property rights and expects you to do the same. We’ve established a few ground rules for you to follow when using the Service, to make sure FantasyBot stays enjoyable for everyone. You must follow these rules and should encourage other users to do the same.

The Service and any Content viewed through our service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your FantasyBot membership, we grant you a limited, non-exclusive, non-transferable right to access the Service and view Content through the service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

You may use the Service primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time.

You agree to use the FantasyBot service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the FantasyBot service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the FantasyBot service; use any robot, spider, scraper or other automated means to access the FantasyBot service; decompile, reverse engineer or disassemble any software or other products or

processes accessible through the FantasyBot service; insert any code or product or manipulate the content of the FantasyBot service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the FantasyBot service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

8: Disclaimers on Warranty and Limitations on Liability

The FantasyBot service and all content and software associated therewith, or any other features or functionalities associated with the FantasyBot service, are provided "as is" and "as available" with all faults and without warranty of any kind. FantasyBot does not guarantee, represent, or warrant that your use of the FantasyBot service will be uninterrupted or error-free. FantasyBot specifically disclaims liability for the use of applications, FantasyBot ready devices, and FantasyBot software (including their continuing compatibility with our service).

To the extent permissible under applicable laws, in no event shall FantasyBot, or its subsidiaries or any of their shareholders, directors, officers, employees or licensors be liable (jointly or severally) to you for personal injury or any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. therefore, some of the above limitations in this section may not apply to you.

Nothing in these terms of use shall affect any non-waivable statutory rights that apply to you.