

Terms of Use

Juused Inc. D.B.A. MicroDraft

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ENGAGING IN OUR CONTESTS, YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

1. Acceptance of the Terms of Use.

These terms of use are entered into by and between You and Juused Inc., doing business as MicroDraft, ("MicroDraft", "Company," "We," "Our," or "Us"). The following terms and conditions ("Terms of Use") govern your access to and use of <https://microdraftfantasy.com/> (the "Company Apps") and our Company mobile application(s) ("Mobile App(s)") and any other Company mobile applications and websites (collectively the "Company Apps"), including any content, functionality, and services offered on or through the Company Apps, including Company Contests ("Contest(s)"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Company Apps. **By using the Company Apps or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://microdraftfantasy.com/> and on the Company Apps, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Company Apps. Company may issue additional terms, rules, and conditions of participation in particular Contests. For example, Company may issue conditions as required by various state rules and regulations, which may impact your experience or participation on the Services. You agree to be subject to those additional rules if you participate in such contests or engage with the Company Apps in any manner.

2. Changes to the Terms of Use.

We may revise and update these Terms of Use, or any rule pertaining to any Contests, from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Company Apps thereafter.

Your continued use of the Company Apps following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Age and Participation Requirement.

By entering a Contest, you are representing and warranting that all of the following are true:

- You are 18 years of age (or the minimum age in your state of residence, which may also be 19 or 21) or older;
 - You are a citizen or resident of the United States of America and that you have an address in the United States of America;
 - At the time of contest entry, you are physically located in the United States of America in a jurisdiction in which participation in the Contest is not prohibited by applicable law;
 - You are not listed on any U.S. Government list of prohibited or restricted parties;
 - You are not physically located at the time of entry in a Contest within any jurisdiction where MicroDraft is not available.
- Eligibility for MicroDraft contests is available at <https://microdraftfantasy.com/>;

4. Accessibility and Security.

4.A. Accessing the Company Apps and Account Security.

We reserve the right to withdraw or amend the Company Apps, and any service or material we provide on the Company Apps, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Company Apps is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Company Apps, or the entire Company Apps, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Company Apps;
- Ensuring that all persons who access the Company Apps through your internet connection are aware of these Terms of Use and comply with them

To access the Company Apps or some of the resources they offer, you may be asked to provide certain registration details or other information, which may include governmental photo identification like a driver's license or passport for Company to be in compliance with the rules and regulations of the Fantasy Sport industry required for setting up financial accounts to utilize the Company Apps. It is a condition of your use of the Company Apps that all the information you provide on the Company Apps is correct, current, and complete. You agree that all information you provide to register with the Company Apps or otherwise, including, but not limited to, through the use of any interactive features on the Company Apps, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Company Apps or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4.B. Mobility.

To use any of the Company's Mobile Apps, you must have a compatible mobile device. We do not warrant that the Mobile Apps will be compatible with your mobile device. You may use mobile data in connection with the Mobile Apps and may incur additional charges from your wireless provider for these Mobile Apps. You agree that you are solely responsible for any such charges. We hereby grant you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Apps for one account on one mobile device owned or leased solely by you, and in accordance with the features made available to you. You may not: (i) modify, disassemble, decompile, or reverse engineer the software underlying the Mobile App ("**Mobile Software**"), except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Software features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that we may from time-to-time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA ("**End User License Agreement**"), if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and we or our third-party partners or suppliers retain all rights, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. We reserve all rights not expressly granted under this Agreement.

4.C. Mobile Software Provided from App Store by Apple.

The following applies to any Mobile Software you acquire from the App Store, including, but not limited to, Apple's mandatory and proprietary voice to text translations tool available through the Mobile Apps ("**App Store-Sourced Software**"): You acknowledge and agree that this Agreement is solely between you and us, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

4.D. Mobile Software Provided from Google Play Store.

The following applies to any Mobile Software you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that the Agreement is between you and us only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) We, and not Google, are solely responsible for our Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to our Google-Sourced Software.

5. Contest Rules and Scoring.

5.A. Contest Types and Rules.

When using the Company Apps, you will be able to play many different types of fantasy sports contests ("**Contest(s)**"). The specific rules for each game, including the rules of play, drafting rules, scoring, deadlines, cancellation, and other features, will be available to you at the time that you seek to join a Contest.

MicroDraft is a fantasy sports product that allows entrants to compete against opponents in both daily and tournament Contests using "micro drafts" or "microdrafts." A micro draft is a head-to-head snake draft in which opposing entrants draft from the same curated subset of 25 to 35 athletes taken from the top projected scorers at each position of each respective sport that a contest is being offered for. For example, the top projected scorers at the quarterback, running, back, wide receiver, and tight end positions, as ranked by top fantasy prediction websites like <https://fantasydata.com/>, for contests relating to the National Football League ("**NFL**") real-world sporting events. The micro draft board is guaranteed to have enough athletes to draft in each position to create both entrants' lineups. The board is created by selecting athletes in pairs by first randomly selecting an athlete of any skill level and then selecting another athlete within approximately 2.5 projected fantasy points of the previously selected athlete, regardless of position. The process of pair selection repeats itself until the draft board is filled with the required positions and total number of athletes. This ensures that each

entrant can exercise skill by drafting teams of athletes of similar skill levels and projected performance. For example, a draft board for the NFL could be created with the following athlete pairs/point projections:

- A wide receiver with 20 projected fantasy points that is paired with an athlete in any position with approximately 20 projected fantasy points (within 2.5 projected fantasy points);
- A quarterback with 10 projected fantasy points that is paired with an athlete in any position with approximately 10 projected fantasy points (within 2.5 projected fantasy points);
- A running back with 15 projected fantasy points that is paired with an athlete in any position with approximately 15 projected fantasy points (within 2.5 projected fantasy points);
- A wide receiver with 10 projected fantasy points that is paired with an athlete in any position with approximately 10 projected fantasy points (within 2.5 projected fantasy points);
- A quarterback with 15 projected fantasy points that is paired with an athlete in any position with approximately 15 projected fantasy points (within 2.5 projected fantasy points)

Based on the above, the final micro draft board to draft players from will have the following athletes with the following projected fantasy points:

- Available quarterbacks: One with 10 projected fantasy points, one with 15 projected fantasy points;
- Available wide receivers: One with 20 projected fantasy points, one with 10 projected fantasy points; and
- One available running back with 15 projected fantasy points;
- Five other available athletes with approximately 20, 15, 15, 10, and 10 respectively projected fantasy points (within 2.5 projected fantasy points of each athlete respectively).

Entrants can play a one-time daily micro draft contest (“Head-to-Head” or “H2H”), or they can compete in multi-draft or multi-week tournaments. In a daily contest, entrants are shown various micro draft boards and may select from which board they would like to draft their roster. Once an entrant selects a draft board (“matchable draft board”), if another entrant selects the same draft board and entry fee, they are matched and draft against one another. Once users are matched, they cannot cancel and back out of a draft. Each entrant’s drafted team competes against their opponent’s drafted team in the specified timeframe of the selected contest. Draft boards that have been selected by entrants appear first when new entrants are looking for a micro draft board to play/draft from, such that matchable draft boards are displayed first in a user’s queue. In addition, entrants can select a draft board and challenge someone directly by sending the micro draft board to another entrant’s username.

In the case of a multi-draft tournament, the platform assigns micro draft boards to head-to-head pairs squaring off in a particular round. The tournament winner is determined by the number of wins, rather than the number of fantasy points an entrant accumulates throughout the tournament. In this way, the chance that one board has more athletes with higher projected fantasy points and has the potential to score more fantasy points in a particular week than other boards has no effect on the ultimate winner of the tournament.

Entrants draft athletes through a snake draft format. In a snake draft, the pick order is reversed each round. In other words, the entrant with the first pick in round one will have the last pick in round two and the first pick in the third round, and so on until both teams have been drafted. When drafting in either contest format, entrants must pick athletes from multiple real-world sports teams in multiple real-world sporting events and cannot have a lineup made up entirely of athletes from the same team.

When entrants are matched, the entrant whose turn it is to draft will have a pick clock that is determined based on the lower of the amount of time remaining until the real-world sporting events begin or the specified pick clock for the respective contest. If an entrant does not select in time, the platform’s autodrafting feature drafts the athlete projected to score the most points, that is of a position that is available as a roster slot on the entrant’s team. For example, if the highest projected scorer available to draft is in the quarterback position and the autodrafting team does not have any available roster spots open for the quarterback position, the autodraft will select the next highest projected scorer from a position that the autodrafting entrant has not filled to ensure all roster slots are filled. Entrants cannot select their entire line up using autodraft. Both entrants must manually select at least two athletes from multiple real-world sports teams in multiple real-world sporting events for the contest to go forward. If the pick clock expires when each entrant drafting against one another has not selected at least two athletes from multiple real-world sports teams in multiple real-world sporting events, the contest is voided.

In the event of a tie in a given week, the winner is determined by the margin of victory of an entrant’s points against their opponents’ points. If the margin of victory is even, then the tied entrants’ head-to-head record (i.e., who won when the entrants played each other) will determine who advances. The prize amount is split between the top-placing entrants, the number of which varies by contest but is always preannounced. Some contests are guaranteed, which means the contest will occur no matter what (even if it does not fill with the max number of possible entrants). This fact is displayed on the app. If a contest is not guaranteed and it does not fill, it will be canceled before the contest start date and notice of cancellation will be provided to the entrants that have entered the contest.

The Company does not guarantee the results or outcomes of any player placements in Contests. We encourage you to read the rules thoroughly and invite you to email us at juused@juused.com with any questions or comments that you may have. MicroDraft’s tournaments run for either the entirety or a subset (e.g., four weeks or one week) of a professional sports league season and are available in multiple formats:

- Single Elimination Tournament: “X” entrants join a contest. Each entrant is paired with one opponent each week with whom they complete a micro draft against. Each entrant’s drafted team competes against the other. The winning entrant each week advances to the next week and the process is repeated until one entrant remains in the contest.
 - For example, 16 entrants enter a four-week (e.g., weeks 1–4 of the NFL season) contest. Each entrant completes a micro draft against one other opponent each week. The winner of each head-to-head pair moves onto the next round of the contest and gets matched up with another winner of a different head-to-head pair. This elimination process would continue for the duration of the contest until there is one winner.
- Most Wins Tournament: “X” entrants join a contest. Each entrant completes “Y” micro drafts each week against opponents in the contest. The entrant with the most wins at the end of the contest period wins the contest. This period can span multiple weeks or be multiple micro drafts within the same week (e.g., the first week of the NFL season).

- For example, 100 entrants enter a four-week (e.g., weeks 1–4 of the NFL season) contest. Each entrant completes a micro draft against three opponents each week. The entrant with the most wins at the end of the four weeks is victorious.

Juused distributes prizes to winners and retains entry fees. The amount retained varies per contest and is announced when each entrant enters a contest. Juused also announces the prizes for each contest it offers in advance, and the prizes do not vary based on how many entrants join a game. Each contest is a closed game, and while the prizes for contests with more entrants may be greater, each contest has definite prizes set before the contest begins that are not established as entrants enroll. Similarly, entrants cannot collect bigger prizes than announced if more entrants enter the contest. In all modes of competition, entrants cannot define their entry fees. Instead, they must select from different contests that have differing entry fee requirements and prize amounts. Entrants can, however, customize their own league for the public or for a select number of friends (via private contest) to join. They could in this instance customize the entry fee of the contest for public entrants to join or for their selected members that they could send a private “invitation link” to.

Additional Contest Information.

- Games cannot be cancelled once they are placed for either H2H, single elimination tournaments, or most wins tournaments;
- Injured players can be swapped out for undrafted players from the draft board. Players can be swapped out until the real live sporting event, that any player is participating in, begins. Once that real world event starts, the players associated with that event are “locked in” to either an entrant’s roster or as an undrafted player that cannot be swapped back in on either entrant’s team;
- MicroDraft reserves the right to cancel leagues at our sole discretion, without any restrictions. Typically, we would only do so in cases where we believe that due to problems with our services or occurring in events impacting the sporting events, there would be questions regarding the integrity of the contest;
- Each user on MicroDraft is permitted to maintain one account. “Multi-accounting” or colluding with any other entrant is expressly prohibited. If you have opened, maintained, used, colluded with, or controlled more than one account, as determined in MicroDraft’s sole discretion, we may terminate or suspend any or all of your accounts;
- All contests are determined by the players on your roster’s real-life performance;
- The accumulated score of your roster is your score for that Contest;
- That score is compared to your opponent’s score(s) and the highest score is deemed the winner

5.B. Contest Statistics, Live Scoring and Third-Party Information Providers.

To the extent that MicroDraft offers “live” statistics before or during gameplay and/or Contest entry, all “live” statistics, scoring and other information provided through MicroDraft, and related information sources, are unofficial. Further, during certain Contests, MicroDraft may be reliant on third party operators to provide “live scoring” of certain sporting events and matches. At times, you may not be able to see or access the most up-to-date information or “live scoring” for the relevant sporting event or match. Regardless of the reason for the delay in information, MicroDraft shall not be liable for any such delay in provision of information or “live scoring.” “Live scoring,” information, statistics, and their respective components are offered for informational and/or entertainment purposes only and are not used to determine the results of Contests. Neither MicroDraft nor its third-party providers warrant or make any representations of any kind with respect to the information provided through the App and/or Site and related information sources. MicroDraft and its third-party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the App and/or Site and related information sources, shall not be responsible or liable for any error or omissions in that information, nor shall MicroDraft be responsible for any errors or losses you suffer or any other issues that result therefrom.

Stat Corrections.

MicroDraft takes every effort to ensure accurate, up-to-date scoring is applied across all Contests. However, MicroDraft does not guarantee the accuracy of any scoring or stat corrections. Official scores and results will be posted at the conclusion of the sporting event or competition once it has been declared official and all official box scores and statistics are posted. Stat corrections posted by either MicroDraft’s third-party data providers or the official league statistic provider more than 24 hours following the official conclusion of the sporting event or competition will not be retroactively applied to entries and not be taken into consideration for determining how to score the Contest.

Restitution.

You agree to indemnify, release and to hold harmless MicroDraft, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders, and representatives of any of the foregoing entities, from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Contest, the receipt, ownership, any claims based on publicity rights, defamation, or invasion of privacy, as well as any claims, judgments prosecutions, regulatory or administrative actions taken by any local, state or federal government as a result of your negligent, reckless or intentional use of MicroDraft and its platforms to violate any local, state or federal law or regulation.

5.C. Other Contest Participation Rules.

The Contests on the Company Apps are games of skill, and the winners are not randomly selected sweepstakes winners unless otherwise indicated.

Company is not responsible for technical, hardware, or software malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in the Contest, which may limit the ability to participate, or by any human error which may occur in the processing of the entries.

Each Contest is the sole property of the Company. By competing in a Contest, and/or using a Company App, each Contestant grants to Company, and its designees, licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to edit, adapt, publish, copy, display, reproduce and otherwise use their name, likeness, and biographical information in advertising, trade

and promotional materials, without notice, review or approval, or further compensation or permission, except as set forth herein, and except where prohibited by law. The Company is not obligated to use, publish, display, or reproduce any user information.

All statements and opinions made by users are those of such users only, and the Company neither endorses nor shall be held responsible for the reliability or accuracy of same.

The Company reserves the right, in its sole discretion, to adjust times and dates in the Contest Rules at any time and/or to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of the Company. If the Contest is terminated before the designated ending criteria, Company will refund all users their entry fee in full. Company reserves the right, at its sole discretion, to prohibit any Contestant from participating in the Contest or to disqualify any individual if the Company finds, in its sole determination, that a Contestant has tampered with the entry process or the operation of the Contest; has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; is found to be acting in violation of these Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Company may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest.

5.D. Disqualification and Cancellation.

MicroDraft reserves the right to cancel Fantasy Contests, at our sole discretion, without any restrictions.

MicroDraft, in its sole discretion, may disqualify you from a Fantasy Contest, access to all Fantasy Contests, or the entire Services, refuse to award fantasy points or suspend, limit, or terminate your account if you engage in conduct MicroDraft deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of the Services or in any way detrimental to other users. Improper conduct includes, but is not limited to:

- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Tampering with the administration of the Services or trying to, in any way, tamper with the computer programs associated with the Service;
- Obtaining other entrants' information and spamming other entrants;
- Bonus abuse of any kind, including abuse of any offers or promotions;
- Abusing the Services in any way; or
- Otherwise violating these Terms of Use.

If for any reason Fantasy Contests are not running as originally planned (e.g., if the Site and/or becomes corrupted or does not allow the proper usage and processing of entries in accordance with the Rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of MicroDraft corrupts or affects the administration, security, fairness, integrity or proper conduct of the Services), MicroDraft reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Fantasy Contests, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification, or suspension occurs, notification may be posted on the Site.

The failure of MicroDraft to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of MicroDraft (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

5.E. User Account Funds and Withdrawals

By creating an MicroDraft Account, you agree to provide us with a valid mailing address, date of birth, and Social Security number as well as any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you.

Your participation in Contests, your ability to create or maintain an Account with us and your access to the Services are at all times subject to MicroDraft's existing policies and procedures for verification, including any age, location, or identity verification methods employed by MicroDraft or its third party providers. While your Account is pending verification, MicroDraft reserves the right in its sole discretion to prohibit you from depositing funds into your Account. You may not be able to participate in any Fantasy Contests until verification of your Account or identity is complete. If we are unable to verify your Account or identity at any point, we reserve the right in our sole discretion to terminate or suspend your Account and withhold any funds until such time as we have been able to successfully verify you.

If you participate in Fantasy Contests, all Fantasy Prize Winnings you obtain will be added to your MicroDraft Account balance, and such funds will be held in a separate, segregated bank Account by MicroDraft. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and MicroDraft may not use them to cover its operating expenses or for other purposes. Your withdrawals of Fantasy Prize Winnings will be made from this bank Account, and any checks or other payments issued from that Account may bear the name of MicroDraft.

You can view your fantasy contest activity and account transactions, in the settings section of your MicroDraft Account. Account activity and winnings may be disclosed to any applicable state or federal entities. MicroDraft reserves the right in its sole discretion to limit the

time period covered by, or access to, the Account history information to the minimum time period permissible under applicable law or regulation.

MicroDraft will endeavor to process withdrawal requests as fast and efficient as possible, typically within 10 business days after the request is received. We also may conduct checks for Terms compliance, including anti-fraud checks on playing and Services usage patterns prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to such checks, you may close your Account and withdraw your Account balance at any time and for any reason.

MicroDraft may limit the amount of entry fees that a user can pay in accordance with state-imposed deposit limits and/or based on liability risk to our business. Determination of unacceptable liability risk to us for the purpose of this Rule is at our discretion.

Generally, all deposit bonuses and promotions may occur from time to time and shall, in addition to these Terms, be subject to the posted rules for such bonuses and promotions, which may change from time to time. The rules for bonuses and promotions can be found in bonus section on the settings screen.

Generally, sweepstakes may occur from time to time and shall, in addition to these Terms, be subject to the posted rules for such sweepstakes promotion.

Your participation in any sweepstakes or promotions shall be governed by these Terms, and the posted rules shall be deemed incorporated in these Terms.

All payments by you are final and no refunds will be issued.

“Free Play” bonuses are funds not owned by the user. The user cannot redeem “Free Play” for real cash. The user must play with the “Free Play” to win real money. The “Free Play” is not returned to the user after a winning game is graded; only the winnings are given to the user.

Certain bonuses are subject to “Rollover”, the amount of money users must play with before being able to withdraw any of their funds. This is clearly listed when users elect to accept a bonus or not. The “Rollover” consists of the deposit size, the bonus size (cash or “Free Play”) and any fees associated with depositing multiplied by the rollover amount.

Inactive Accounts. MicroDraft may, in its sole discretion, consider and treat your Account as inactive if there have been no log-ins to the Account or a lack of participation of an Account in a Contest for eighteen (18) months. In such event, your Account may be considered dormant by MicroDraft in its sole discretion, unless a longer period of time is required by applicable state law. For example, Accounts may be considered dormant in Arizona, Colorado, Indiana, Maine, Maryland and New York when they remain inactive for three (3) years. If an Account is inactive and contains unclaimed funds, MicroDraft may be required by state law to attempt to contact the Account holder at their last known mailing address and/or email address, and, if unsuccessful, the unclaimed funds may be considered abandoned. In such event, MicroDraft will remit such abandoned funds to the appropriate state agency as unclaimed property pursuant to state law. MicroDraft may also charge additional fees associated with the delivery of abandoned funds to the applicable state agency. If MicroDraft closes your Account prior to the period permitted by applicable state law, MicroDraft will return all funds remaining in your Account at the time of closure to you.

6. Publicity.

When using the Company Apps, you agree that you are granting us a non-exclusive, worldwide, royalty-free, fully sublicensable license to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, archive and create derivative works of your name, picture, likeness, voice and biographical information in any form and any medium, whether now known or later developed, but solely in connection with the marketing, sale, licensing, development and distribution of our Company Apps.

7. Intellectual Property Rights, Trademarks, and Prohibited Uses.

7.A. Intellectual Property Rights.

The Company Apps and their entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Company Apps for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Company Apps, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print one copy of a reasonable number of pages of the Company Apps for your own personal, non-commercial use and not for further reproduction, publication, or distribution;

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications;
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features

You must not:

- Modify copies of any materials from the Site and/or App;
- Use any illustrations, photographs, video, or audio sequences, or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site

You must not access or use, for any commercial purposes, any part of the Company Apps or any services or materials available through the Company Apps.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Company Apps in breach of the Terms of Use, your right to use the Company Apps will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Company Apps or any content on the Company Apps is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Company Apps not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

7.B. Trademarks.

The Company name, the brand MicroDraft, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Company Apps are the trademarks of their respective owners.

7.C. Prohibited Uses.

You may use the Company Apps only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Company Apps:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries), including any and all laws, rules and regulations pertaining to fantasy sports;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Company Apps, or which, as determined by us, may harm the Company or users of the Company Apps, or expose them to liability

Additionally, you agree not to:

- Use the Company Apps in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Company Apps, including their ability to engage in real time activities through the Company Apps;
- Use any robot, spider, or other automatic device, process, or means to access the Company Apps for any purpose, including monitoring or copying any of the material on the Company Apps;
- Use any manual process to monitor or copy any of the material on the Company Apps, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Company Apps;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Company Apps, the server on which the Company Apps is stored, or any server, computer, or database connected to the Company Apps;
- Attack the Company Apps via a denial-of-service attack or a distributed denial-of-service attack;
- Otherwise attempt to interfere with the proper working of the Company Apps

8. User Contributions and Company Monitoring and Enforcement Rights.

8.A. User Contributions.

A big part of the Company Apps is building a robust community of sports fans that may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, activity feeds, private group features, ratings and rankings, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Company Apps.

All User Contributions must comply with the *Content Standards* set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Company Apps, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material. Notwithstanding the foregoing, your User Generated Content shall only be accessible to third parties which you authorize by either being part of a group or for which you provide direct authorization. We will not publish your User Contributions to the general public. To be clear, we make our best efforts to not monitor or mine your user content or data unless it is absolutely necessary to operate and manage our website and we never share your data or content with third parties for marketing purposes.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns;
- All of your User Contributions do and will comply with these Terms of Use

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Company Apps.

8.B. Monitoring and Enforcement; Termination.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Company Apps or the public, or could create liability for the Company;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Company Apps;
- Terminate or suspend your access to all or part of the Company Apps for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Company Apps. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Company Apps and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Carrier Fees.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with or related to your use of the Services. MicroDraft assumes no liability or responsibility for the payment of any charges you may incur.

10. Updates for the App.

MicroDraft may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that MicroDraft has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either: (a) the App will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

11. Content Standards.

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case

12. Copyright Infringement.

Company responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that any material on the Company Apps infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with the Company at our email address:

juused@juused.com

Subject Line: DMCA Compliance

Please provide the following information:

- A description of the copyrighted work you believe to have been infringed;
- A description of the URL or other location on our Website of the material you believe to be infringing;
- Your name, mailing address, telephone number and email address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, which you make under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the copyright owner

13. Reliance on Information Posted and Changes to Company Apps.

13.A. Reliance on Information Posted.

The information presented on or through the Company Apps is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Company Apps, or by anyone who may be informed of any of their contents.

The Company Apps may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

13.B. Changes to the Company Apps.

We may update the content on the Company Apps from time to time, but their content is not necessarily complete or up to date. Any of the material on the Company Apps may be out of date at any given time, and we are under no obligation to update such material.

13.C. Information About You and Your Visits to the Company Apps.

All information we collect on the Company Apps is subject to our Privacy Policy. By using the Company Apps, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

14. Subscription Fees.

At times we may offer services that require a subscription. For these subscription services, to be able to secure your data and operate our Company Apps, we charge a membership subscription fee ("Subscription Fee"). You agree to pay those amounts shown to you during checkout and understand that our Subscription Fee is non-refundable except as provided for in this Subscription Fee section.

If you subscribe to become a member of the Company Apps (a "**Subscription**"), we will charge the applicable Subscription Fee. At times, we may offer trial periods during which customers register for a Subscription and enjoy all the Subscription benefits on a trial basis. If you sign up for a trial period and cancel during the trial period, the payment information provided will not be billed. If you do not cancel during the trial period, we will automatically charge the applicable Subscription Fee to the payment method that you have supplied during the registration process.

You may cancel your Subscription and request a refund only within thirty (30) days after your payment has been processed. A Subscription may be cancelled for the upcoming month, but refunds will not be given for prior months.

Annual or Monthly Subscriptions will automatically be renewed at the end of the Subscription term unless: (1) you cancel your renewal during your Subscription period; or (2) you request a cancellation within 30 days after your renewal payment has been processed. Monthly Subscription can be cancelled for the upcoming month, but no refund will be given for prior months.

15. Linking to the Company Apps and Social Media Features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Company Apps may provide certain social media features that enable you to:

- Link from your own or certain third-party social media websites to add content to your profile on the Company Apps and with respect to any content you contribute that uses third party social media websites (like YouTube or TikTok) you affirm that, in addition to complying with these Terms of Use and our Privacy Policy, you are also complying with Terms of Use and Privacy Policy of the third-party social media website from which you are sourcing your content;
- Send emails or other communications with certain content, or links to certain content, on the Company Apps;
- Cause limited portions of content on the Company Apps to be displayed or appear to be displayed on your own or certain third-party websites

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Cause the Company Apps or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- Link to any part of the Company Apps other than the homepage or your personal profile page;
- Otherwise take any action with respect to the materials on the Company Apps that is inconsistent with any other provision of these Terms of Use

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

16. Links from the Company Apps.

If the Company Apps contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Company Apps, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

17. Geographic Restrictions.

The owner of the Company Apps is based in the State of Florida in the United States. We use reasonable commercial efforts to maintain compliance with the laws, rules and regulation pertaining to fantasy sports, which are different in all 50 state of the United State. However, we make no claims that the Company Apps or any of their contents are accessible or appropriate either inside or outside of the United States. Access to the Company Apps may not be legal by certain persons in certain states and countries. When you access the Company Apps anywhere worldwide, you do so on your own initiative and are responsible for compliance with local laws.

18. Disclaimer of Warranties.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Company Apps will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Limitation on Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Indemnification.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Company Apps, including, but not limited to, your User Contributions, any use of the Company Apps' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Company Apps.

21. Dispute Resolution and Binding Arbitration.

YOU AND COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PARTICIPATION IN CONTESTS OR SERVICES THROUGH THE COMPANY APPS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this 12. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

22. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE COMPANY APPS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. Waiver and Severability.

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

24. Entire Agreement.

The Terms of Use, and our Privacy Policy, constitute the sole and entire agreement between you and MicroDraft regarding the Company Apps and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Company Apps.

25. Communications.

You agree to receive communications from the Company, including communications sent by phone, email, text message, or other means of communication. If you provided a phone number to us, you are required to notify us when you cease to own or control that number to help prevent us from sending communications to others who may acquire that number.

26. Your Comments and Concerns.

The App and Website are operated by: Juused, Inc. D.B.A. MicroDraft.

All feedback, comments, requests for technical support, and other communications relating to the Company Apps should be directed to: juused@juused.com.