

DFSForecast Terms of Service

1. Acceptance of Terms of Use

DFSForecast.com ("DFSForecast," "we" or "us") provides its "Service" (as defined herein) to you ("you" or "User"), subject to the following Terms of Service ("TOS"), which may be updated by us from time to time at our sole discretion without notice to you. Please read the TOS completely before using our web site and internet forums. We recommend that you refer to the TOS from time to time to help make sure you are aware of changes to this TOS. The TOS can be viewed at any time at: <https://DFSForecast.com/FUTURE-URL>. Your use of the Service is conditional upon your acceptance of all terms and conditions contained within the TOS as it exists at the time of use, and your use of the website and/or the Service constitutes acceptance of those terms. Changes to this TOS are effective when they are posted on this page.

2. Description of Service

Through DFSForecast users are able to become members, browse content, and create lineups. DFSForecast may also provide access to numerous online resources, including various communication tools, forums, articles, reviews, guides, hyperlinks, personalized content and branded programming through its network of affiliates (collectively, the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new DFSForecast affiliates, software, forum groups, or content, shall be subject to the TOS.

You understand and agree that DFSForecast assumes no responsibility for the timeliness, deletion, delivery or failure to store any User communication or personalized settings. In addition, DFSForecast reserves the right to modify, discontinue, or suspend any aspect of the Service at any time. DFSForecast may also choose, without notice or liability, to limit or restrict access to portions or all of its features or any other aspect of the Service.

You are responsible for obtaining access to the Service and all associated connection fees to the Internet or other Web connection (such as Internet service provider or airtime charges) as well as all equipment necessary to make such connection to the Service. You agree that you will not resell, lease, license, assign, or redistribute the Service or the Content (defined below), in whole or in part, to any third party. You further agree that you will not: (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than yourself, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (d) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (e) frame or mirror any part of the Service or Content, (f) access any portion of the Service or Content in order to build a competitive product or service, or (g) reverse engineer, decompile, modify or create any derivative work from any portion of the Service (to the extent such restriction is permitted by law).

Please note that the Service is strictly for entertainment and informational purposes. The Service is not to be used for or in conjunction with any illegal activities. You agree that DFSForecast and its parents, subsidiaries, affiliates, employees, agents, representatives, and assigns will not be liable or responsible for any User activity that may violate any law of the User's jurisdiction. We do not represent or warrant that actions you take with regard to your account and related activities on the Service will be lawful in any

particular jurisdiction. It is incumbent upon you to know the laws that pertain to you within your jurisdiction and to act lawfully at all times when using the Service.

3. Service Content: Information and Features

The Service contains information, advice, text, materials, sample lineups, rankings and services (collectively, the "Content") that are provided for your convenience and entertainment. Third parties may also provide some of the Content. You should be aware that the Content might contain errors, omissions, inaccuracies, outdated information, and inadequacies and that the Content may be subject to terms and conditions of third parties not directly under the control of DFSForecast. We make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Content and will not be liable for any lack of the foregoing.

The Service contains proprietary information, statistics, and projections. Users of the Service may not engage in unauthorized spidering, "scraping", data mining or harvesting of Content, or use any other unauthorized automated means to gather data from or about the Service.

Third party advertisers may offer goods, services and other materials to you on the Service. Your correspondence and business dealings with advertisers found on or through the Service including, but not limited to, the payment and delivery of goods and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser. You further acknowledge and agree that DFSForecast will not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or the offering of such goods, services, and other Content on the Service. Descriptions of, or references to, products or publications within the Service do not imply endorsement of that product or publication.

Some portions of the Service or Content may require paid subscriptions to access. We reserve the right to change, modify and increase any such subscription fees or any other terms of access to the Service and Content at any time, in our sole discretion. We will make reasonable efforts to notify you of any such changes prior to their implementation, using the contact information you have provided us.

Certain refund requests for Subscriptions may be considered by DFSForecast on a case-by-case basis and granted in sole discretion of DFSForecast.

DFSForecast may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged by DFSForecast until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

4. User Registration Obligations

Registration is required for the access and use of certain portions of the Service. Those portions of the Service that require registration are so indicated. The rates and charges (including monthly charges) imposed by us for use of the Premium service are set at our discretion and subject to change. From time to time, DFSForecast may offer free access to our Premium service. However, we reserve the right to notify you that we are ending your free access and further use of the Premium service will require payment. For more information, visit us at: <https://DFSForecast.com>. When you create an account with us, you

guarantee that you are above the age of 18 and therefore are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. You further guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

5. User Account, Password and Security

During completion of the Service's registration process, you will select an account username and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify DFSForecast of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. DFSForecast cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

A user may only have one DFSForecast member account and shall only use the services offered by DFSForecast through their sole account. It is prohibited for a member to open multiple DFSForecast member accounts. In the event that we become aware of additional accounts being opened by a single member, we reserve the right to close additional accounts without notice, resulting in the forfeiture of any access to DFSForecast services on that account as well as any other linked accounts we may discover in the process of investigation.

6. Privacy Policy

Registration data and certain other information about you are subject to our privacy policy. For more information, see our full privacy policy at: <https://DFSForecast.com/pages/New-URL>. Your agreement with and acceptance of these TOS shall also constitute explicit agreement with and acceptance of the DFSForecast Privacy Policy.

7. Disclaimer of Service of Resale

A user may only be granted Premium access for free only once per site, per household. Any attempt to circumvent this rule in any form (such as by creating multiple accounts, signing up a second account through a family member) will be subject to the forfeiture of any existing access to DFSForecast services on any accounts linked to the forbidden activity. DFSForecast reserves the right to revoke free access at its sole discretion.

Premium content promotional subscriptions are non-transferable and cannot be exchanged for cash or other products. All promotional offers and premium content included is specific to the site joined through the promotion. In the event the specific site is no longer operational DFSForecast.com reserves the right to end access to the promotion and the content included.

The promotional term length or any portion of the promotion may be revised or terminated at any time.

8. Links

Other sites may link to, but not replicate DFSForecast content. Any other site that links to the Service shall not (i) create a browser or border environment around any of the content of the Service, (ii) imply that DFSForecast is endorsing or sponsoring it or its products, (iii) present false information about

DFSForecast or its products or services, (iv) use DFSForecast trademarks or other intellectual property, or (v) contain content that could be construed as distasteful, offensive or controversial, without the express written consent of DFSForecast.

Notwithstanding anything to the contrary contained in this TOS, we reserve the right to deny permission to link to the Service from any website for any reason in our sole and absolute discretion.

9. Termination

You agree that DFSForecast may, under certain circumstances and without prior notice, immediately terminate your User account, profile, any associated email address, and access to the Service. Cause for such termination shall include, but is not limited to: breaches or violations of the TOS or other incorporated agreements or guidelines; requests by law enforcement or other government agencies; a direct request by the User; discontinuance or material modification to the Service, or any part thereof; unexpected technical or security issues or problems; and, extended periods of inactivity. Absent a request from the User, DFSForecast does not intend to terminate User accounts without good cause; however, you agree that any unilateral termination of the account by DFSForecast is ultimately a decision vested in DFSForecast's sole discretion. DFSForecast shall not be liable to you or any third party for any termination of your account and associated loss of access to the email address, and access to the Service.

10. Disclaimer of Warranties

THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, DOCUMENTS, FUNCTIONS, MATERIALS, GRAPHICS, RANKINGS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICE, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DFSFORECAST AND ITS OFFICERS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER ABOUT:

1. THE CONTENT ON AND PROVIDED THROUGH THE SERVICE;
2. THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICE;
3. THE MATERIALS, MESSAGES AND INFORMATION SENT FROM THE SERVICE BY USERS;
4. ANY PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR
5. ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICE OR ANY LINKED SITE. DFSFORECAST DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

DFSFORECAST DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE SERVICE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. FURTHER, DFSFORECAST AND ITS SUBSIDIARIES AND AFFILIATES, WHERE PERMITTED BY APPLICABLE LAW, DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT

LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

DFSFORECAST AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

11. Limitation of Liability

EXCEPT AS WHERE LIMITED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DFSFORECAST BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF, THE SERVICE OR THE CONTENT, EVEN IF FORESEEABLE OR IF DFSFORECAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, DFSFORECAST' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

You use the Service and the Content at your own risk. DFSForecast will not be responsible for any loss you suffer as a result of your use or reliance upon the Service or the Content. By using the Service and the Content, you represent that you understand and acknowledge that the performance of individuals and teams in sporting and gaming contests is affected by many factors that are beyond DFSForecast's control. DFSForecast makes every effort to furnish accurate and complete information and data, but DFSForecast does not warrant or guaranty the accuracy or completeness of any information and data contained within the Service and the Content.

12. Indemnity

You agree to defend, indemnify, and hold harmless DFSForecast and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees from any claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs, and expenses, including attorney's fees out of or in connection with this TOS agreement, including, without limitation, your use of the Service and Content, your connection to the Service and Content, your violation of the TOS, or your violation of any rights of another.

13. Copyrights & Trademarks

The Service is protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws. The content contained on the Service is protected by copyright and is owned or controlled by DFSForecast or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Service. Copying or storing any part of the Service or Content is expressly prohibited without prior written permission from DFSForecast or the copyright holder as identified on the Service or Content.

DFSForecast and other service marks, trademarks and logos displayed on the Service are the property of DFSForecast or its licensors. You agree not to display or use the DFSForecast intellectual property in any manner, without express written consent from DFSForecast.

Elements of the Service including, but not limited to, the "look and feel," are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Service may be copied or retransmitted unless expressly permitted by DFSForecast.

By agreeing to the TOS, you agree and understand that DFSForecast may terminate use of the Service, as detailed in Section 11, of subscribers and account holders who infringe the rights of copyright holders.

14. Governing Law; Jurisdiction and Venue; Entire Agreement; Severability

The TOS and the relationship between you and DFSForecast shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior written or oral agreements we might have had between us regarding the Service.

15. Miscellaneous Information

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Captions contained in this TOS are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this TOS or the intent of any provision of this TOS. It is the intent of the parties that neither this TOS, nor any covenant in this TOS, shall be construed against either party pursuant to the common law rule of construction against the drafter. Users are not permitted to promote special interests, services or products within forum threads or posts. Threads or posts that do not follow this policy will be considered spam by DFSForecast, subject to deletion, and the offending User may be penalized up to termination of the account, at DFSForecast's sole discretion.

User posts that DFSForecast, in its sole discretion, determines are made with the intent to promote or advertise goods or services, including other websites, will be deemed spam and will not be allowed and may be deleted in DFSForecast's sole discretion. Users who modify their locations, title, or username in an attempt to avoid enforcement of this policy may be penalized in DFSForecast's sole discretion, up to and including termination of the account.

While DFSForecast endeavors to foster an open and exciting forum environment and will not delete or remove User posts except for good cause, DFSForecast reserves the right, in its sole discretion, to remove any User post (or any portion thereof).