

The FantasyFA Development Inc.

Terms of Use Agreement

The FantasyFA Development Inc., a Delaware Corporation ("Company," "our," "us," or "we") provides an online fantasy football league service (the "Service"). The Service includes features, content, websites or applications offered from time to time by Company in connection therewith.

This Agreement ("Agreement") sets forth the legally binding terms for use of the Service. By clicking the "I AGREE" box or using the Service, you ("you" or "User") agree, effective as of such date (the "Effective Date") to be bound by this Agreement. You are only authorized to use the Service if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should discontinue use of the Service immediately.

Access to Service. Subject to the terms and conditions of this Agreement, Company will provide User with access to the Service during the term of this Agreement. User may use the Service solely for internal evaluation and testing in accordance with this Agreement.

1. Fees. User will not be charged any fees by Company for use of the Service, unless User opts into a premium account.

2. Ownership. User retains ownership of the Data (defined below); User grants and agrees to grant to Company a perpetual, non-exclusive, transferable license to use such Data (a) in order to provide the Service to User; (b) for statistical use, or on an aggregate or anonymized basis for any purpose (provided that in each such case, the Data is not personally identifiable or identifiable with User); and (c) as necessary to monitor and improve the Service. "Data" means the data that is provided to Company by User through the Service. All right, title and interest in and to the Service and all related intellectual property and technology, including any improvements, modifications, and enhancements made thereto, is owned by and shall remain with Company and its licensors. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to User hereby.

3. Confidentiality. User acknowledges that the Service, the terms of this Agreement, and any other proprietary or confidential information provided to User by Company ("Company Confidential Information") constitute valuable proprietary information and trade secrets of Company. User agrees not to use or disclose the Company Confidential Information for any purpose not expressly authorized by this Agreement. Company may obtain an injunction (without having to post a bond) to prevent any breach or continued breach of this section. User agrees to promptly report any breaches of this section to Company.

4. Term and Termination. This Agreement shall take effect on the Effective Date and shall remain in effect until it is terminated. This Agreement shall terminate upon the earliest to occur of (a) execution of a terms of service or other agreement for a future version of the Service or

(b) termination by either party effective immediately upon written notice to the other. User agrees that Company, in its sole discretion, may terminate User's use of the Service, and remove and discard any Data within the Service, for any reason, including, without limitation, for lack of use or if Company believes that User has violated or acted inconsistently with the letter or spirit of this Agreement. Company may also in its sole discretion and at any time modify or discontinue providing the Service, or any part thereof, with or without notice. Any modification or termination of User's access to the Service may be effected without prior notice, and User acknowledges and agrees that Company may immediately deactivate or delete the Data and User's access to the Service. Upon termination, all rights and obligations of the parties shall cease except that Sections 3-11 shall survive termination.

5. Feedback. User shall provide feedback to Company concerning the functionality and performance of Service ("Feedback") from time to time as reasonably requested by Company. User hereby assigns and agrees to assign all of its right, title, and interest in and to such Feedback to Company. To the extent that the foregoing assignment is ineffective for whatever reason, User hereby grants and agrees to grant to Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.

6. Usage Guidelines and Restrictions. User may not rent, lease, lend, sell, redistribute, reproduce or sublicense the Service. User may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof. If for some reason these restrictions are prohibited by applicable law or by an agreement we have with one of our licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s). User shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. User may not use the Service in violation of any applicable law.

7. **Publicity.** User agrees that Company may include the name, logo, and success stories of Users on Company's website, press releases, promotional and sales literature, and advertising materials. Furthermore, User shall use commercially reasonable efforts to cooperate with Company with regard to the publication of at least one press release regarding User's use of Service and at least one case study discussing the benefits of Service.

8. Disclaimer of Warranty. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DATA MAY BE DAMAGED OR LOST IN CONNECTION WITH USE OF THE SERVICE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. THE TOTAL LIABILITY OF COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$50. IN NO EVENT SHALL

COMPANY HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR USE), EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOT-WITH-STANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Miscellaneous. This Agreement shall be governed by the laws of New York without reference to conflict of laws principles. User shall not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of Company. User shall comply in all respects with all U.S. and foreign export and re-export laws and regulations applicable to the technology and documentation provided hereunder. This is the entire agreement between the parties relating to the subject matter hereof. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.