

Terms and Conditions

Agreement between User and Playoff Dating App

Welcome to Playoff Dating App. The Playoff Dating App website (www.playoffdatingapp.com) and application are comprised of various web pages operated by Playoff Dating App ("Playoff" or "the Service"). Playoff Dating App is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Playoff Dating App constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Playoff Dating App is an Online Dating Service.

Playoff Dating App is a dating service for current and former college and professional athletes. Playoff will offer a free version, as well as a premium version that will cost \$7.99/mo.

Privacy

Your use of Playoff is subject to Playoff's Privacy Policy. Please review our Privacy Policy, which also governs the Service and informs users of our data collection practices.

Electronic Communications

Visiting www.playoffdatingapp.com, using the Playoff Dating App, or sending emails to Playoff constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to

you electronically, via email and on the Service, satisfy any legal requirement that such communications be in writing.

Your Account

In order to use Playoff, you will sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you share in common with other Playoff users. If you would like more information regarding the information Playoff collects from its users, please refer to our Privacy Policy.

If you use the Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Playoff is not responsible for third party access to your account that results from theft or misappropriation of your account. Playoff and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

By creating an account on Playoff, you agree to:

- Use the Service in a professional manner
- Use your real name and identity
- Comply with all laws including, but not limited to, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements

By creating an account on Playoff, you agree that you will not:

- Act in an unlawful or unprofessional manner including being dishonest, abusive or discriminatory
- Misrepresent your identity, your current or previous positions, qualifications or affiliations with a person or entity
- Disclose information that you do not have the consent to disclose;

User Eligibility

Playoff does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. You must be 18 or older to create an account on Playoff.

By creating an account and using the Service, you represent and warrant that:

- You can form a binding contract with Playoff,
- You will comply with these Terms and all applicable local, state, national and international laws, rules and regulations
- You have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

Links to Third Party Sites/Third Party Services

Playoff may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Playoff and Playoff is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Playoff is providing these links to you only as a convenience, and the

inclusion of any link does not imply endorsement by Playoff of the site or any association with its operators.

Certain services made available via Playoff are delivered by third party sites and organizations. By using any product, service or functionality originating from the Playoff domain, you hereby acknowledge and consent that Playoff may share such information and data with any third party with whom Playoff has a contractual relationship to provide the requested product, service or functionality on behalf of Playoff users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Playoff strictly in accordance with these terms of use. As a condition of your use of the Service, you warrant to Playoff that you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is the property of Playoff or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Service. Playoff content is not for resale. Your use of the Service does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Playoff and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Playoff or our licensors except as expressly authorized by these Terms.

Rights Granted to You by Playoff

Playoff grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services' benefits as intended by Playoff and permitted by this Agreement.

Therefore, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Playoff's prior written consent.
- express or imply that any statements you make are endorsed by Playoff.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or

process to access, retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

- use the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Services.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- “frame” or “mirror” any part of the Service without Playoff’s prior written authorization.
- use meta tags or code or other devices containing any reference to Playoff or the Service (or any trademark, trade name, service mark, logo or slogan of Playoff) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Services or other users’ content or information without our written consent.
- use, access, or publish the Playoff application programming interface without our written consent.
- probe, scan or test the vulnerability of our Services or any system or network.
- encourage or promote any activity that violates this Agreement.

Rights You Grant Playoff

By creating an account, you grant to Playoff a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other users (collectively, “Content”). Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Playoff users).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Playoff above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for Playoff allowing you to use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. By submitting suggestions or feedback to Playoff regarding our Services, you agree that Playoff may use and share such feedback for any purpose without compensating you.

You agree that Playoff may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Playoff, its employees or any other person.

Playoff may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

Use of Communication Services

The Service contains message areas designed to enable you to communicate with other users (the "Communication Services"). Users may only communicate with one another once they have both shown interest and "liked" each other. This also means that they both have to "swipe right" on one another. You agree to use the Communication Services only to post, send

and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Playoff has no obligation to monitor the Communication Services. However, Playoff reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Playoff reserves

the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Playoff reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Playoff's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Playoff does not control or endorse the content, messages or information found in any Communication Service and, therefore, Playoff specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Please be advised that you should never give financial information (for example, credit card or bank account information) to another user.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Safety and Interaction with Other Users

You agree to use extreme caution when interacting with other users, particularly when agreeing to communicate outside of the Service or meet in person. As a user, you have the ability to “Block” or “Report” any unwelcome users or interactions with a user at any time.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT PLAYOFF DOES NOT

CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. PLAYOFF MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. PLAYOFF RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

Materials Provided to Playoff Dating App or Posted on Any Playoff Web Page

Playoff does not claim ownership of the materials you provide to Playoff Dating App (including feedback and suggestions) or post, upload, input or submit to any Playoff Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Playoff, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Playoff is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Playoff's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights

to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by Playoff from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Playoff Content accessed through Playoff Dating App in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

In App Purchases

Playoff may offer products and services for purchase (“in app purchases”) through iTunes, Google Play or other application platforms authorized by Playoff (each, a “Software Store”). If you choose to make an in app purchase, you will be prompted to enter details for your account with your Software Store (“your In App Purchase Account” or “IAP Account”), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. Some Software Stores may charge you sales tax, depending on where you live. If you purchase an auto-recurring periodic subscription through an in app purchase, your IAP Account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew automatically, or

if you want to change or terminate your subscription, you will need to log in to your IAP account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or the Playoff application from your device.

Indemnification

You agree to indemnify, defend and hold harmless Playoff, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Service, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Playoff reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Playoff in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises

out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Liability Disclaimer

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Termination/Access Restriction

Playoff reserves the right, in its sole discretion, to terminate your access to the Service and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Playoff as a result of this agreement or use of the Service. Playoff's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Playoff's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Playoff with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Playoff with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Playoff with respect to the Service. A printed version of this agreement and of any notice given in

electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Playoff reserves the right, in its sole discretion, to change the Terms under which Playoff Dating App is offered. The most current version of the Terms will supersede all previous versions. Playoff encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Playoff welcomes your questions or comments regarding the Terms:

Playoff Dating App

www.playoffdatingapp.com/contactus

Email Address:

marketing@playoffdatingapp.com

Effective as of October 01, 2017