

PFF FC, LLC

TERMS AND CONDITIONS

Welcome to the website of PFF FC, LLC and affiliates, doing business as Gradient Sports (“Gradient Sports,” “We,” “Us,” or “Our”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms”), govern your access to and use of the website located at www.GradientSports.com, including any content, functionality, services offered on or through the website (the “Website”) and/or our mobile application (our “App”).

By using the Website, you accept, and agree to be bound and abide by, these Terms and our Privacy Notice (“Privacy Notice”), which is incorporated herein by reference and available at the following location: www.gradientports.com/privacy-policy. If you do not want to agree to these Terms or the Privacy Notice, you must not access or use the Website.

PLEASE READ THE TERMS OF SERVICE CAREFULLY BEFORE YOU START TO USE THE WEBSITE. BY USING THE WEBSITE, REGISTERING WITH OR CREATING AN ACCOUNT FOR THE WEBSITE, OR CLICKING “ACCEPT” OR CHECKING THE APPLICABLE BOX FOR MANIFESTING ACCEPTANCE OF THESE TERMS OR USE, YOU ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY, THESE TERMS OF SERVICE AND OUR PRIVACY NOTICE, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

FOR US RESIDENTS: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE WEBSITE AND/OR REGISTER FOR AN ACCOUNT ON THE WEBSITE.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to and have the requisite capacity and authority to form a binding contract with PFF FC, LLC. If you do not meet these requirements, you must not access or use the Website.

1. CHANGES TO THE TERMS

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to use of the Website thereafter. If you have provided Gradient Sports with an email address, we will notify you via email if any changes to these Terms materially affect your rights. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes.

2. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

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

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through an internet connection which you share are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, 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 this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name 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 user name, 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.

Push Notifications. Gradient Sports may provide you with emails, text messages, push notifications, alerts and other messages related to the Website, such as enhancements, offers, products, events, and other promotions. If you download the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the App, you may opt out by changing your notification settings on your mobile device.

Marketing Communications. From time to time, Gradient Sports may provide you with marketing messaging or communications, such as emails, text messages, etc. You may unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at legal@gradientsports.com. For more information about how the Website uses and retain your information, please consult our Privacy Notice.

3. INTELLECTUAL PROPERTY RIGHTS & USE OF THIS WEBSITE

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video, audio, colors, background, objects, “look and feel,” layout, and the design, selection, and arrangement thereof), are owned by PFF FC, LLC or its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All rights reserved. You are responsible for obeying all applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and these Terms.

These Terms permit you to use the Website for the limited personal purpose for which we provide the Website, namely for information relating to our products and services and purchase of the same (the “Purpose”). 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 Website, except as follows:

- Your computer or mobile device 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 or download one copy of a reasonable number of pages of the Website for internal business purposes and/or personal consumption purposes relating to the Purpose only 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 internal business purposes and/or personal consumption purposes relating to the Purpose, provided you agree to be bound by our end user license agreement for such applications.
- You must not access or use any part of the Website or any services or materials available through the Website for any purpose other than the Purpose. Without limiting the generality of the previous stated prohibition, you may not:
 - Modify copies of any materials from this Website.
 - 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 Website.
 - Use the Website or its contents for competitive or benchmarking purposes.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will cease 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 Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us or our licensors. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

4. TRADEMARKS

The trademarks, service marks, and other designations of origin appearing on the Website, and the logos associated therewith are trademarks of Gradient Sports. In addition, the colors, background, objects, “look and feel,” layout, and the design, selection, combination and arrangement thereof appearing on the Website constitute the trade dress of Gradient Sports. All other trademarks, product names, and company names or logos used in this Website are the property of either their respective owners or Gradient Sports, as applicable. No permission or license (whether express or implied) is hereby granted regarding the use of any such trademarks, trade dress, product or service names, logos or titles, and such use may constitute infringement of the holder’s rights.

5. PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms. Without limiting the generality of the foregoing, you agree not to

- Use the Website 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);

- Decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the material contained on it;
- Impersonate or attempt to impersonate Gradient Sports, employee of Gradient Sports, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- Use any network monitoring or discovery software to determine the Website architecture, including but not limited to the Website's "look and feel," and trade dress or extract information about usage or users.
- Use any robot, spider, or other automatic or manual device or process to monitor or copy the Website, the Website's design, architecture, arrangement, or "look and feel," and trade dress or the material contained on it other than as expressly permitted in these Terms.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Frame this Website or link to a page other than the home page without our express written permission.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

6. USER CONTRIBUTIONS

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, 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 Website or through any social media accounts associated with you or Gradient Sports, including, without limitation, our Facebook, LinkedIn, X, Blue Sky, Instagram, TikTok, and YouTube pages and accounts ("Social Media Accounts").

All User Contributions must comply with the Content Standards set out in these Terms of Service. Any User Contribution you post to either the Website or Social Media Accounts will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or through the Social Media Accounts, 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 for any purpose.

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; and
- All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Gradient Sports, have fully 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 Website or the Social Media Accounts.

We have the right, but not the obligations, 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 Service, 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 Website, the Social Media Accounts, or the public or could create liability for or diminish the reputation of Gradient Sports;
- Subject to applicable law, 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 Website or the Social Media Accounts; and/or
- Terminate or suspend your access to all or part of the Website or Social Media Accounts for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities pursuant to a search warrant or other legally valid inquiry or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or the Social Media Accounts. YOU WAIVE AND HOLD HARMLESS GRADIENT SPORTS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website or the Social Media Accounts, 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 non-performance of the activities described in this section.

7. 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/provincial/territorial, 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;
- Be accurate and truthful at the time of posting and not made with the purpose of intentionally harming Gradient Sports, the Website, or any other user;
- 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 Service and our Privacy Notice;
- 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; or
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Copyright Agent
 1 East Fourth Street, Suite 1400
 Cincinnati, OH 45202
dmca@kmlaw.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

8. LINKING AND THIRD-PARTY CONTENT

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 without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. 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 Service.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. 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 this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The information presented on or through the Website is made available solely for personal, non-commercial, 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 Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers 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 Gradient Sports, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Gradient Sports. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. WEBSITE FEATURES AND OPTIONAL TOOLS

This Website may provide certain features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website;
- Send e-mails or other communications with certain content, or links to certain content, on this Website; and
- Cause limited portions of content on this Website 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:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

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

Additionally, we may provide you with access to certain tools. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion. We may also, in the future, offer new services and/or features through the Website (including the release of new tools and resources).

10. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

Please review our Privacy Notice (available at www.gradientports.com/privacy-policy) for information on how we collect, use, disclose and otherwise treat personal information. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

Without limiting the foregoing, you hereby acknowledge and agree that any information you provide to us on or through the Website is collected by us and our agents and partners and may be retained and used in accordance with our Privacy Notice. Further, our agents and partners may collect this information immediately upon provision.

11. PAYMENT

From time to time, Gradient Sports may offer products and services for purchase (“**In app purchases**”) through the Apple App Store, Google Play Store (each a “**Third Party Store**”) or Gradient Sports direct billing or other payment platforms authorized by Gradient Sports. If you choose to make an In-app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (your card or a third party account such as the Apple App Store or the Google Play Store (“**Payment Method**”) will be charged for the In app purchase at the prices displayed to you for the service(s) you have selected as well as any sales or similar tax that may be imposed on your payments, and you authorize Gradient Sports or the third party account, as applicable, to charge you. If you purchase any of our Services, you agree to pay us the applicable fees and taxes and to additional terms specific to the Services. Failure to pay these fees will result in the termination of your Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your receipt of services and to use to pay other services you may buy via the Website.
- If you purchase an auto-recurring subscription or use the Website or App during a Trial Period (defined below), your Payment Method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period, including a new subscription period that starts immediately after the end of the Trial Period. To avoid future charges, cancel before the renewal date. Your Payment Method information will be stored and subsequently used for the automatic card payments in accordance with these Terms.
- **If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log onto your third party account and follow the instructions to terminate or cancel your subscription, even if you have otherwise deleted your Account with us or if you have deleted the App from your device.** Deleting your account on Gradient Sports or deleting the App from your device does not terminate or cancel your subscription. Gradient Sports will retain all funds charged to your Payment Method until you terminate or cancel your subscription on the Website or the third party account, as applicable. If you terminate or cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.
- We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.
- If you pay Gradient Sports directly, Gradient Sports may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Gradient Sports may terminate your account immediately in its sole discretion.

- You may edit your Payment Method information by visiting the Website and logging into your account. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

Refunds. Generally, all charges for purchases of services are nonrefundable, and there are no refunds or credits for partially used subscription periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

- For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:
 - You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Gradient Sports) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your disability by providing Gradient Sports in the same manner as you request a refund as described below.
- To request a refund:
 - If you made a purchase using your Apple ID, refunds are handled by Apple, not Gradient Sports. To request a refund, go to the Apple App Store, click on your Apple ID, select “Purchase history,” find the transaction and hit “Report Problem”. You can also submit a request at <https://getsupport.apple.com>.
 - If you subscribed using your Google Play Store account or through Gradient Sports directly: please email legal@gradientsports.com with your order number from the Google Play Store or Gradient Sports. You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number.

12. THIRD PARTY APP STORES

The following additional terms and conditions apply to you if you download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this section, the more restrictive or conflicting terms and conditions in this section will apply, but solely with respect to the App and the Third Party Store. You acknowledge and agree that:

- These Terms are concluded solely between you and Gradient Sports and not with the providers of the Third Party Store, and Gradient Sports (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the Application,

the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.

- The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. Gradient Sports is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Gradient Sports.
- Gradient Sports, not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
- The Third Party Store provider and its subsidiaries are third party beneficiaries of these Terms, and, upon your acceptance of these Terms, the Third Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.
- In the event of a conflict between a Third Party Store's or mobile carrier's applicable terms and conditions and these Terms, the terms and conditions of the Third Party Store or mobile carrier shall govern and control. We are not responsible and have no liability whatsoever for third-party goods or services you obtain through a Third Party Store or mobile carrier. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

13. TRIAL PERIOD AND FREE SERVICES

Trial Period. We may offer you, at our own discretion and subject to modification or withdrawal at any time, unpaid or reduced fee, trial, access to the Website or Application for a limited period of time, as indicated on the sign up page ("**Trial Period**"). Notwithstanding the foregoing, we may terminate the Trial Period for any or no reason, with or without notice to you.

We offer at most one Trial Period per account to you and you agree not to attempt to circumvent this limitation by, for example, signing up for the Website with more than one email account. During the Trial Period, you agree to abide by all of these Terms and understand that no warranty will be made by us to you as to the accessibility or performance of the Website, Application, and/or Service or any liability associated with any of the foregoing. At the close of the Trial Period, you must either enter into a full subscription agreement (if applicable) or cease using the Website, Application, and/or Service.

Free Services. We may offer a free version of the Website or Application ("Free Services") from time to time. If you register for Free Services, we will make such Free Services Available to you free of charge until the earlier of (a) the start date of any paid subscription for a paid version of such Free Services, if applicable, or (b) termination of the Free Services by Gradient Sports in its sole discretion. Additional terms and conditions may appear on the registration website for a Free Service and any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ALL FREE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. FREE SERVICES MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). GRADIENT SPORTS DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT (INCLUDING LIABILITY OTHERWISE PROVIDED FOR UNDER SECTION 15) FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE SERVICE.

14. CHANGES TO THIS WEBSITE

The information, material, and content provided in the pages of this Website may be changed at any time without notice. Information, material, and content is not necessarily complete or up-to-date. Any of the information, material and content on the Website may be out of date at any given time, and we are under no obligation to update such information, material, and content.

15. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website 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 Website for any reconstruction of any lost data. 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 AND ITS CONTENT AND THE PURCHASE OF ANY GOODS OR SERVICES THROUGH OR ON THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND THE GOODS AND SERVICES AVAILABLE FOR PURCHASE ON AND THROUGH IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PROMOTION EXECUTION PARTNERS, LLC NOR ANY PERSON ASSOCIATED WITH PROMOTION EXECUTION PARTNERS, LLC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER PFF FC, LLC NOR ANYONE ASSOCIATED WITH PFF FC, LLC REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITS CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

PFF FC, LLC 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.

16. LIMITATION ON LIABILITY

IN NO EVENT WILL PFF FC, LLC, ITS AFFILIATES OR SUBSIDIARIES 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, OR ANY GOODS OR SERVICES PURCHASED THROUGH 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.

17. INDEMNIFICATION

You agree to defend, indemnify and hold harmless PFF FC, LLC, its affiliates, subsidiaries, 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 or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

18. ARBITRATION & CLASS ACTION WAIVER

This Section 18 does not apply to residents of Canada.

Any dispute, claim or controversy among the parties arising out of or relating to these Terms of Service, the Website, or the products and services you purchase on or through it ("Dispute") shall be finally resolved by and through binding arbitration in accordance with the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, to the exclusion of any other Federal, state or municipal law of arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Gradient Sports. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

Notwithstanding anything to the contrary in this Section 18, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of you or Gradient Sports to bring an individual action in small claims court.

For any Dispute, the place of Arbitration shall be in Hamilton County, Ohio. If you or Gradient Sports intends to seek arbitration, then the party seeking arbitration must first send a written notice of dispute to the other party by U.S. Mail ("Notice"). Gradient Sports' address for notice is: 702 Tweed Avenue, Cincinnati, OH 45226. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). You and Gradient Sports will make good faith efforts to resolve the claim directly, but if you and Gradient Sports do not reach an agreement to do so within thirty (30) days after the Notice is received, you or Gradient Sports may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Gradient Sports must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

The cost of the arbitration proceeding, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.

RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. ANY DISPUTES YOU MAY HAVE AGAINST GRADIENT SPORTS, ITS AFFILIATES, SUBSIDIARIES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS YOU HEREBY AGREE TO

BIFURCATE AND ARBITRATE AGAINST THEM INDIVIDUALLY IN HAMILTON COUNTY, OHIO YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU AND GRADIENT SPORTS AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND GRADIENT SPORTS, ITS AFFILIATES, SUBSIDIARIES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS. FURTHER, YOU WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE STATE COURTS LOCATED IN HAMILTON COUNTY, OHIO, OR, IF BROUGHT IN A FEDERAL DISTRICT COURT, THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF OHIO.

WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION BE STRICKEN FROM THESE TERMS OF SERVICE OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN THE STATE COURTS LOCATED IN HAMILTON COUNTY, OHIO, OR, IF BROUGHT IN A FEDERAL DISTRICT COURT, THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF OHIO AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

19. LIMITATION ON TIME TO FILE CLAIMS

SUBJECT TO APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC), ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE OR THE PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. WAIVER AND SEVERABILITY

No waiver of by Gradient Sports of any term or condition set forth in these Terms 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 Gradient Sports to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

In the event that any or any part of the terms contained in these Terms shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such terms shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by the applicable law.

21. ENTIRE AGREEMENT

The Terms and any documents linked to and/or incorporated herein by reference, including, without limitation, the Privacy Notice, constitute the sole and entire agreement between you and Gradient Sports with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

22. ELECTRONIC COMMUNICATIONS

When you visit the Website, or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

23. GOVERNING LAW

Your use of this Website and downloads from it, and the operation of these Terms, shall be governed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions.

24. YOUR COMMENTS AND CONCERNS

This Website is operated by PFF FC, LLC, a Delaware limited liability company located at 702 Tweed Avenue, Cincinnati, OH 45226 All notices of copyright infringement claims should be sent to the copyright agent designated in Section 7 in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: legal@gradientsports.com.

Effective: February 20, 2026

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