

Terms of Use

Our Terms of Use have been updated as of March 29, 2017

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 15

1. Acceptance of terms

OCASL Fantasy (collectively, “We”, “Us”, or “OCASL”) provide a fantasy sports website located at ocasl.org/fantasy (the "Site") — which include all of the text, images, audio, code and other material they contain or provide (collectively, the “Content”) and all of the features, contests and other services they provide. OCASL Fantasy is an entity under the Orange County Adult Soccer League (the “League”). The Site and any other features, tools, materials, or other services (including co-branded or affiliated services) offered from time to time by OCASL are referred to here as the “Service.” Please read these Terms of Use (the “Terms” or “Terms of Use”) carefully before using the Service. By using or otherwise accessing the Service, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms and our additional Rules and Scoring system and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy and (3) any additional terms, rules and conditions of participation in particular contests issued by OCASL from time to time. If you do not agree to the Terms, then you may not access or use the Content or Services.

OCASL may issue additional terms, rules and conditions of participation in particular contests. You agree to be subject to those additional rules if you participate in such contests.

2. Modification of Terms of Use

Except for Section 15, providing for binding arbitration and waiver of class action rights, OCASL reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on our Site. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we will notify you by contacting you through the email address associated with your account. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

3. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these terms and to abide by and comply with these terms.

By depositing money or entering a contest, you are representing and warranting that:

- you are of 18 years of age or older
- you are a citizen or resident of the United States of America or Canada and that you have an address in the United States of America or Canada;
- at the time of deposit or game entry you are physically located in the United States of America or Canada in a jurisdiction in which participation in the contest is not prohibited by applicable law;
- you are not listed on any U.S. Government list of prohibited or restricted parties;
- you will abide at all times by these Terms of Use and any other agreements between you and OCASL regarding your use of the Service or participation in games;
- when depositing funds or entering a paid contest, you are not physically located in of any of the following states: Alabama, Arizona, Delaware, Hawaii, Idaho, Iowa, Louisiana, Montana, Nevada, Texas or Washington;
- you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.
- When entering any contest that awards prizes, you are not an employee or operator of another daily fantasy site that charges entrance fees or offers cash prizes
- You do not, by virtue of affiliation with another daily fantasy site, have access to the site's pre-release non-public confidential data about contest-related information.

If OCASL determines that you do not meet the eligibility requirements of this section, then you are not authorized to use the Service. OCASL may require you to provide proof that you are eligible to participate according to this section prior to receiving a prize. This includes by requesting that you fill out an affidavit of eligibility or other verification information (as discussed in Section 4 below). If OCASL otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that OCASL may have in law or equity, OCASL reserves the right to terminate your account, withhold or revoke the awarding of any prizes associated with your account or limit your ability to withdraw. In such a situation, OCASL may pay out any withheld or revoked prizes to the other entrants in the relevant contest in a manner consistent with the prize structure of the contest, to be precisely determined by OCASL in its sole discretion.

Employees or operators of other fantasy sites that charge entry fees or offer cash prizes, including but not limited to DraftKings, FanDuel and Yahoo, and individuals who, by virtue of affiliation with another daily fantasy site, have access to the site's pre-release non-public confidential data about game-related information may not enter any

contests in which a real money prize is awarded. If such person enters a OCASL contest that awards prizes, OCASL will disqualify the entry, will not award a prize, and may report such person's violation of this provision to the daily fantasy site for which the entrant is employed by, operates or affiliated with. Additionally, OCASL may maintain information about the entrant sufficient to assist OCASL in blocking the user from entering future OCASL contests, unless and until OCASL determines, in its sole discretion, that the entrant is no longer an employee or operator of another daily fantasy site or no longer has access to pre-release non-public confidential data about game-related information by virtue of affiliation with a daily fantasy site.

Athletes, coaches and other team management, team support personnel (e.g. without limitation, team physicians) and team owners of organizations which are represented in our Service may not participate in any OCASL contests in the sport or sports with which they're associated. Team owners, referees, league employees, sports commissioners and other individuals who through an ownership interest or game-related employment can influence the gameplay are likewise ineligible.

OCASL is not affiliated with or sponsored by the Premier League, Primera División, (La Liga), Bundesliga, Serie A, Major League Soccer, or any other professional soccer league.

4. Conditions of participation

4.1 Registration

In order to participate in a contest on the Service, you must register for an account. By registering as a user of the Service, you agree to provide accurate, current and complete information about yourself as prompted (such information being the "Registration Data") and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or OCASL has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, OCASL may deny you access to areas requiring registration, or terminate your account, at its sole discretion.

You may establish, maintain, use and control only one account on the Service. Each account on the Service may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not "co-own" accounts on the Service. In the event OCASL determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that OCASL may have, OCASL reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes.

4.2 Account Password and Security

At the time of registration for online account access, you must provide a valid email address and supply a Password to be used in conjunction with your account. Many portions of the Service require registration for access (the "Restricted Areas"). You are responsible for maintaining the confidentiality of Password, and are fully responsible for all uses of your email address and Password, whether by you or others. You agree to (a) keep your Password confidential and not share them with anyone else; (b) immediately notify OCASL of any unauthorized use of your email address and Password or account or any other breach of security; and (c) use only your own email address and Password to access the Service's Restricted Areas. OCASL cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that OCASL is authorized to act on instructions received through the use of your email address Password, and that OCASL may, but is not obligated to, deny access or block any transaction made through use of your email address and Password without prior notice if we believe your email address and Password are being used by someone other than you, or for any other reason.

4.3 Communications and Information Practices

As a result of your registration for the Service, you may receive certain commercial communications from OCASL in addition to regular communications regarding information about the League. You understand and agree that these communications are part of your registration, and that, to the extent required by law, you may opt out of receiving commercial communications from the Site at any time by emailing info@ocasl.org. Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

4.4 Disqualification and Cancellation

OCASL also reserves the right to cancel contests, in our sole discretion, without any restrictions.

OCASL, in its sole discretion, may disqualify you from a contest or the entire Service, refuse to award fantasy points or prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct OCASL deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of the Service or in any way detrimental to other users. Improper conduct includes, but is not limited to: falsifying personal information, including payment information, required to use the Service or claim a prize; violating eligible payment method terms, including the terms of any cash rewards payment card, violating any of these rules, accumulating

points or prizes through unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Service or trying to in any way tamper with the computer programs associated with the Service; obtaining other entrants' information and spamming other entrants; and abusing the Service in any way; or otherwise violating these Terms of Use. You acknowledge that the forfeiture and/or return of any prize shall in no way prevent OCASL from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

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

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

4.5 Deposits and Withdrawals Generally

By depositing funds or entering paid contests, you agree to provide us with a valid mailing address, date of birth and any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you. If we are unable to verify you, we reserve the right to suspend your account and withhold any funds until such time as we have been able to successfully verify you.

We also may conduct checks for Terms compliance, including anti-fraud checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to such checks, you may close your account and withdraw your deposits and/or winnings at any time and for any reason.

Deposits, and player winnings after contests are finished, are held in an account operated by OCASL. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and OCASL may not use

them to cover its operating expenses or for other purposes. Your withdrawals will be made from this account, and checks issued from that account may bear the name of OCASL or a related organization.

OCASL may limit the amount a user can deposit into his or her account in accordance with state-imposed deposit limits.

In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your deposit (by entering contests) whose total entry fees equal the value of the deposit). If you do not, OCASL reserves the right to refuse the withdrawal and/or close your account.

4.6 Taxation

Each year all winners who have won \$600 or more over the previous year must provide updated address and social security information to OCASL. These details may be used to allow OCASL to comply with tax regulations and may be shared with appropriate tax authorities. You, not OCASL, are responsible for filing and paying applicable state and federal taxes on any winnings. OCASL does not provide tax advice, nor should any statements in this agreement or on the Service be construed as tax advice.

4.7 Publicity

By entering a contest, you consent to OCASL's use of your name, likeness, location and photograph in connection with the development, production, marketing and promotion of the selected contest and/or other OCASL contests amongst active participants on the Site and in the League. OCASL reserves the right to make public statements about the entrants and winner(s), through email communications, on the Site, or otherwise, prior to, during, or following the contest. Entrants agree that OCASL may announce any winner's name on any of its websites or any other location at any time in connection with the marketing and promotion of OCASL or other contests or games operated by OCASL. You agree that participation in and (where applicable) the winning of a prize in connection with a contest constitute complete compensation for your obligations under this paragraph, and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations.

5. Game Rules

5.1 Game of Skill

OCASL Fantasy is a game of skill. Winners are determined by the criteria stated in each contest's rules. For each contest, winners are determined by the individuals who use

their skill and knowledge of relevant professional sports information and fantasy sports rules to accumulate the most fantasy points. Fantasy points are accumulated through the performance of individual athletes across multiple soccer matches.

5.2 Entry fees

Each OCASL contest has an entry fee listed in US dollars. When you opt to participate in a contest, you will be urged to complete a transaction on the Site via PayPal in the amount of the contest fee for which you are participating. Then, follow the links and instructions provided for entry. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose email address the entry was submitted, or if possession of the email address itself is contested and in OCASL's opinion sufficiently uncertain, the name in which the email address on file was registered with the email service provider. OCASL reserves the right not to award a prize to an individual it believes in its sole discretion did not submit the winning entry.

Users may cancel entries up to 3 hours prior to game start by emailing a request to support@ocasl.org. If you timely cancel an entry, your entry fee will be refunded. OCASL has no obligation to honor cancellation requests received within 3 hours of or after game start. Similarly, contests lock on the first 'lock deadline', which is generally midnight prior to the kickoff of the first match of the contest. At this time, no more entries may be made.

5.3 Contest Term

OCASL offers contests for multiple professional soccer events generally taking place through various lengths of time.

5.4 Prizes

After each contest ends, the tentative winners are announced (generally by the following day) but remain subject to final verification. The players in each contest who accumulate the most fantasy points and comply with eligibility requirements and applicable rules will win prizes as set out in the posted contest details. In general, prizes will be awarded via PayPal or in the form of a physical check. Non-monetary prizes will be shipped to the address listed on the account or may be picked up in person upon request. In the event of a tie, the prize is divided evenly between the tied players, unless otherwise specified.

OCASL offers a number of different types of contests. For each contest, we announce the entry fees and prizes in advance on the contest page. For contests created by

users, entry fees are set by the user. For a summary of entry fees and prizes for currently open contests please login and visit the home page.

Prize calculations are based on the results as of the time when final scoring is tabulated by OCASL. Once winners are initially announced by OCASL, the scoring results will not be changed in light of official adjustments made by the professional leagues, though we reserve the right to make adjustments based on errors or irregularities in the transmission of information to us from our stats provider or in our calculation of results. We also may make adjustments in the event of noncompliance with the Terms. OCASL has no obligation to delay the awarding of a prize in anticipation of any adjustment, and we reserve the right to reverse payments in the event of any adjustment. You agree to cooperate with our efforts to reverse payments.

No substitution or transfer of a prize is permitted. All taxes associated with the receipt or use of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of the Contest is challenged by any legal authority, OCASL reserves the right in its sole discretion to determine whether or not to award or adjust such prizes. In all disputes arising out of the determination of the winner of OCASL contests, OCASL is the sole judge and its actions are final and binding.

5.5 Notification

Winners are generally posted on the Site after the conclusion of each contest by 10 AM ET on the following day. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner.

6. Conduct

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by OCASL. By way of example, and not as a limitation, you agree not to:

- abuse, harass, impersonate, intimidate or threaten other OCASL users;
- post or transmit, or cause to be posted or transmitted, any Content that are infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
- use the Service for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;

- post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any OCASL user;
- create or submit unwanted email ("Spam") to any other OCASL users;
- infringe upon the intellectual property rights of OCASL, its users, or any third party;
- submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- use any robot, spider, scraper, sniping software or other automated means to access the Service for any purpose (except for RSS feed access) without our express written permission. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (3) bypass any measures we may use to prevent or restrict access to the Service;
- use artificial means, including creating multiple user accounts, to inflate your position and standing with the OCASL leader boards and community;
- use unauthorized scripts; all authorized scripts will be made available through the Service prior to game entry;
- advertise to, or solicit, any user to buy or sell any products or Service, or use any information obtained from the Service in order to contact, advertise to, solicit, or sell to users without their prior explicit consent;
- sell or otherwise transfer your profile;
- attempt to influence the play in any sporting event from which athletes are available for selection in OCASL contests on OCASL in which you are involved or in which you have a direct or indirect interest.
- enter into contests, by any means including multi-accounting, for which you are ineligible (e.g., beginner contests when you are not a beginner).

Violation of our rules may result in the removal of your Content from the Service, forfeiture of winnings, and/or the canceling of your account. You acknowledge and agree that OCASL may remove any User Content (as defined below) and terminate any OCASL account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content).

6.1 User Content

You understand that all Content made available on the Service by a user ("User Content"), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you, not OCASL, are entirely responsible for all User Content that you upload, post, share,

email, transmit, or otherwise make available via the Service. Under no circumstances will OCASL be liable in any way for any User Content.

You acknowledge that OCASL may or may not pre-screen User Content, but that OCASL and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service. Without limiting the foregoing, OCASL and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in OCASL's sole discretion. You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.

You are solely responsible for your interactions with other users of the Service. OCASL reserves the right, but has no obligation, to monitor disputes between you and other users.

7. Indemnity

You agree to release and to indemnify, defend and hold harmless OCASL and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. OCASL reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with OCASL in the defense of such matter.

8. Warranty disclaimers

You expressly understand and agree that your use of the Service is at your sole risk. The Service (including the Service and the Content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that OCASL has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release OCASL from all liability for you having acquired or not acquired Content through the

Service. The Service may contain, or direct you to other websites containing information that some people may find offensive or inappropriate. OCASL makes no representations concerning any Content contained in or accessed through the Service, and OCASL will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

9. Limitation on liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OCASL NOR ANY ASSOCIATED ORGANIZATIONS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF OCASL HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PARTICIPATE IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OCASL'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO OCASL FOR GENERAL USE OF THE SITE OR SERVICE DURING THE TERM OF YOUR

REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

10. Our proprietary rights

All title, ownership and intellectual property rights in and to the Service are owned by OCASL. You acknowledge and agree that the Service contains proprietary and confidential information that may be protected by applicable intellectual property and other laws. Except as expressly authorized by OCASL, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Service, in whole or in part.

11. Links

The Service provides, or third parties may provide, links to other World Wide Web sites, applications or resources. Because OCASL has no control over such sites, applications and resources, you acknowledge and agree that OCASL is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that OCASL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

12. Termination and suspension

OCASL may terminate or suspend all or part of the Service and your OCASL account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Service will immediately cease. If you wish to terminate your OCASL account, you may contact us via email at info@ocasl.org with a note to say you wish to terminate your account.

The following provisions of the Terms survive any termination of these Terms: CONDITIONS OF PARTICIPATION (except for Registration and Account Password and Security); GAME RULES (only Bonuses and Promotions); CONDUCT (only User Content); INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD PARTY

BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with OCASL regarding restoration of your account only via info@ocasl.org.

13. No third party beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to the Terms.

14. Notice and procedure for making claims of copyright infringement

OCASL may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please contact info@ocasl.org:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

OCASL's Email: [info \[at\] OCASL \[dot\] com](mailto:info@ocasl.org)

15. Binding arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

15.1 Initial Dispute Resolution

Customer support is available by email at support@ocasl.org to address any concerns you may have regarding the Service. Customer service is able to resolve most concerns quickly to our players' satisfaction. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

15.2 Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, OCASL may pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

15.3 Location

If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents in Canada, arbitration

shall be initiated in Orange County, North Carolina, United States of America, and you and OCASL agree to submit to the personal jurisdiction of any federal or state court in Orange County, North Carolina, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

15.4 Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND OCASL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

15.5 Exception - Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

15.6 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: OCASL, P.O. Box 4021, Chapel Hill, NC 27515. The notice must be sent within 30 days of your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, OCASL also will not be bound by them.

15.7 Changes to this Section

OCASL will provide 60-days' notice of any changes to this section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

For any dispute not subject to arbitration you and OCASL agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and OCASL shall be governed by the laws of the State of North Carolina without regard to conflict of law provisions.

16. APPLICATION LICENSE

Subject to your compliance with these Terms, OCASL grants you a limited non-exclusive, non-transferable license to download and install a copy of the app on a device that you exclusively control and to run such copy of the app solely for your own personal use. OCASL reserves all rights in and to the app not expressly granted to you under these Terms. You will not run any version of the app on a jailbroken device.

If you have downloaded an app developed by OCASL, you agree to promptly download and install any new version that we make available through the iTunes App Store or Google Play store, as applicable. Some new versions may contain updated Terms. Some new versions may contain security fixes and service improvements, whether or not we disclose that they do; accordingly, failure to promptly update your version of the App may in some cases expose you to increased security risks or Service malfunctions.

17. GENERAL INFORMATION

17.1 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation in particular contests that OCASL may post on the Service) constitute the entire agreement between you and OCASL with respect to the Service and supersedes any prior agreements, oral or written, between you and OCASL. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict.

17.2 Waiver and Severability of Terms

The failure of OCASL to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions

as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

17.3 Statute of Limitations

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

17.4 Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

17.5 Communications

Users with questions, complaints or claims with respect to the Service may contact us using the relevant contact information set forth above.

Thank you for using OCASL Fantasy!