



# User Terms and Conditions of Service

*Updated as of June 24, 2022.*

Welcome to FantaZ! We hope you'll enjoy being a part of our community by participating in online gaming challenges, competitions and tournaments offered on FantaZ.com or custom-branded sites hosted by FantaZ (collectively, "Competitions") and using other applications, tools and services offered on the FantaZ website which may be provided from time to time (together with Competitions, the "Services").

BY REGISTERING FOR AN ACCOUNT WITH US (your "Account"), USING THE SERVICES IN ANY WAY, CLICKING "I ACCEPT" BELOW, DOWNLOADING ANY APPLICATION FROM THE FANTAZ WEBSITE OR A FANTAZ-BRANDED APPLICATION FROM THE APPLE STORE, GOOGLE PLAY STORE, OR OTHER THIRD PARTY MARKETPLACE (as further defined in Section 2.2 below, "Software"), OR REGISTERING FOR OR PARTICIPATING IN ANY COMPETITIONS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND ALL OBLIGATIONS AND RULES THAT MAY BE INCLUDED WITHIN EACH COMPETITION IN WHICH YOU PARTICIPATE ("Rules") (these Terms and Conditions of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the "Terms") IN THEIR ENTIRETY; (B) AGREE TO BE BOUND BY THE TERMS; AND (C) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS. If you don't wish to be bound by the Terms, do not click "I accept" and do not register with FantaZ ("FantaZ", "we" or "us") and do not use the Services. Declining to accept these Terms means you will be unable to participate in Competitions or use your FantaZ account.

## 1. GENERAL TERMS

**1.1. ARBITRATION.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR SOFTWARE OR SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 14 BELOW. PLEASE READ SECTION 14 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.

**1.2. Changes to the Terms.** We may amend, change, modify or revise the Terms at any time, and we may post a notice on our website at ("Website") of any material changes, and you can see when these Terms were last revised by referring to the "Updated" legend above. Your continued participation in Competitions and/or use of Software or Services means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please check back here from time to time.



**1.3. Eligibility.** You may not modify these Terms except in writing signed by both you and FantaZ. For purposes of these Terms, “writing” does not mean an email, a text message, instant message, or other informal communication.

**1.3.1. United States (U.S.).** To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with FantaZ; (c) be physically located within the U.S. when accessing your Account and participating in Competitions; (d) be physically located within a U.S. state in which participation in the Competition you select is unrestricted by that state’s laws; and (e) at all times abide by these Terms. If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice.

**1.3.2. Non-U.S.** To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with FantaZ; (c) be physically located in a jurisdiction in which participation in the Competition you select is permitted and unrestricted by that state or country’s laws; and (d) at all times abide by these Terms. If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice.

#### **1.4. Registration.**

**1.4.1 FantaZ Username/Password.** When you create an Account, you will be asked for a legitimate email address that you control and to create a password. After registration, you will be given the opportunity to create a username (also known as a profile name). The username, email and password are needed to participate in the Services. As a registered user, you can update your account settings, including your email address, by logging into your FantaZ Account inside any FantaZ-enabled game and clicking “Account Settings”. Also, if you forget either your password or username, you can visit the Website or email us for help. Please keep your username and password secret because you are responsible for all activity in your Account. Although we may offer a feature that allows you to “save” or “remember” your password, this feature makes it possible for third parties to access your Account, so please use that feature prudently because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your username. If FantaZ offers multi-factor authentication, such as using SMS (text messages) or email verification, you are responsible for any fees associated with receiving such messages. Additionally, you are responsible for maintaining ownership of the phone number or email for the verification, and FantaZ is not responsible for third-party access to such phone number or email address.

**1.4.2 Third Party Authentication.** When you create an Account using third-party authentication (TPA), such as Facebook or Google, you will use your email or username from the applicable TPA system to provide FantaZ with a unique identifier (TPAUI) . Your FantaZ Account will be linked to the TPA using only the TPAUI. Email, password, and name are maintained by the TPA provider, and any update or reset to these settings will be made through the TPA provider. Although the TPA provider may offer a feature that allows you to “save” or “remember” your



password, this feature makes it possible for third parties to access your Account, so please use that feature prudently because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your username. If the TPA providers offers multi-factor authentication, such as using SMS (text messages) or email verification, you are responsible for any fees associated with receiving such messages. You are responsible for maintaining ownership of the TPA account and FantaZ is not responsible for third-party access to such account. Each TPA provider has its own privacy policies, terms of use and other policies and compliance with these policies is your responsibility, and FantaZ has no control over such policies. FantaZ disclaims any responsibility for compliance with TPA provider policies by the TPA provider or other third parties.

**1.4.3. Linking/Combining Accounts** If you use multiple TPA providers for login (or a TPA provider and a FantaZ username/password per 1.4.1), you may inadvertently have multiple accounts on FantaZ. FantaZ may, but is not required to, offer the ability to link or combine such accounts on FantaZ. Combining accounts may require logins to multiple TPA providers.

**1.5. Your Account.** As the holder of your Account, you are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to (i) access your Account; (ii) access Services or Software through your Account; or (iii) accept or use prizes, winnings and other representative of value (including without limitation digital trophies, virtual currency or virtual goods) (collectively “Winnings”). Neither your Account nor Winnings nor any Digital Assets (defined in Section 10.3) are transferable to any other person or account. You must immediately notify us of any unauthorized use of your password, TPA, or identification or any other breach or threatened breach of our security or the security of your Account in any FantaZ-enabled game.

**1.6. Personal Location Data:** As a part of this service, we collect location information from your device. If you would like to opt out of having this information collected, you can disable location access to FantaZ through the applicable settings on your browser or device. Disabling such access may block you from cash gaming or other activities on the site which are restricted based on geographic location. Causing your system to provide inaccurate location (e.g., through a VPN or spoofing software) violates these Terms and FantaZ has the same remedies as other cheating, fraud and abuse set forth in 7.3.

**1.7. Use of Information Collected:** By upgrading an account and providing an email address, users authorize FantaZ to provide them with important announcements, relevant promotions, and other related communications relating to the Service, Software and Competitions. Users will always have the opportunity to opt out of these communications at any time. Opting out of promotional communications will not stop certain mandatory system email messages (such as legal notices).

**1.8 Employee Policy:** FantaZ employees may use the Services and/or Software for the purpose of testing the user experience, but may not withdraw money. FantaZ directors, investors, contractors, affiliates, or partners may use the Website, Services and/or Software without such limitation, but only if they do not have any access to non-public information relating to the Services and/or Software that would lead to any advantage in their play using the Services and/or Software.



## 2. SERVICES AND SOFTWARE

**2.1. The Services.** We may, with or without notice to you: (1) modify, suspend or terminate your access to the Website, Services and/or Software for any reason without liability; and (2) interrupt the operation of the Website, Services and/or Software as necessary to perform maintenance, error correction, or other work. We may suspend and/or close the account of any user who violates, or whom we reasonably believe may be in violation of or will violate, these Terms, at any time without notice and without liability. Also, and without limiting our other rights or remedies, if we believe you have violated these Terms or if you have violated these Terms, we may determine that your Winnings, if any, will be forfeited, disgorged or recouped.

**2.2. Software.** If you wish to participate in Competitions or receive Services, you may be required to first download certain mobile applications, browser plug-ins or other software (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing, is collectively “Software”). If you do not download the Software, you will not be able to participate in Competitions or receive relevant Services. Whether you download the Software directly or from a third party, such as via an app store, your use of the Software is subject to these Terms. We license the Software to you under Section 10.2.

**2.3. Remote Access and Updates.** We choose to offer technical support for Software from time to time at our discretion. Such technical support may require that we remotely access the Software on your device on which the Software is installed (“Device”). Also, if and when we update the Software or deploy patches, updates, and modifications to the Software or its components, as applicable, we may do so through automatic updates of the Software without your knowledge. You hereby consent to these activities. You acknowledge that if we cannot remotely update your Software, then the Software may no longer work, and this may prevent you from participating in Competitions or otherwise receiving Services. Our access to your Device will be limited solely to (i) providing support (ii) updating the Software or (iii) determining your location for skill-gaming regulatory purposes only, and is governed by the terms of our Privacy Policy.

**2.4. Beta Releases.** For any Service that is identified by us as a “beta” version (“Beta Service”), you acknowledge and agree that a Beta Service may contain more or fewer features than the final release of the Service. We reserve rights not to release a final release of a Beta Service or to alter any such Beta Services’ features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. Beta Services may not be suitable for production use and may contain errors affecting proper operation and functionality.

**2.5. Third Party Sites.** You may be able to access third-party websites or services via the Software, Services or Website. We are not responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers, Competition promoters/sponsors, and game developers). Your use of third-party software, websites or services may be subject to that third-party’s terms and conditions.



### 3. COMPLIANCE WITH LAWS

**3.1. Prohibited US States/Countries.** You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, and tournaments with entry fees and/or prizes govern your participation in Competitions (“Gaming Laws”), and that Gaming Laws are set up by each individual US state, country, territory, or jurisdiction. Therefore, the Software DOES NOT permit Cash Competitions (as defined in section 8.3) to be offered to users participating in Competitions in any state in which such Competition violates its Gaming Laws (“Prohibited Jurisdiction”), and if you are located in any Prohibited Jurisdiction then you may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, as of the “Updated” date above, include: Arizona, Arkansas, Connecticut, Delaware, Louisiana, Montana, South Carolina, South Dakota, and Tennessee. For card games, Prohibited Jurisdictions include Maine and Indiana. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Services, and we may block access from any Prohibited Jurisdiction. Each time you log in to participate in a Cash Competition, you must accurately confirm the location from which you are playing.

**3.2. Additional Laws.** In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. export laws (together with Gaming Laws, the “Applicable Laws”). You are solely responsible for your compliance with all Applicable Laws. Access to Competitions may not be legal for some or all residents of, or persons present in, certain jurisdictions. **SERVICES AND COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS.** Your participation in Competitions is at your own risk, and you agree not to hold us responsible or liable if Applicable Laws restrict or prohibit your access or participation.

**3.3. LEGAL DISCLAIMERS.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OFFERED BY US IN ANY LOCATION NOT EXPRESSLY LISTED AS ALLOWING USE OF OUR SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

### 4. YOUR REPRESENTATIONS AND WARRANTIES TO US

You represent and warrant to us that (1) you have the right, authority, and capacity to agree to these Terms, to register for an Account, and to participate in those Competitions for which you register; and (2) you will comply with these Terms when participating in Competitions, receiving Services, and/or using Software; and (3) all information you supply to us is complete, accurate and current (and knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your Account and forfeiture of Winnings).





## 5. YOUR INDEMNIFICATION OF US

You will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to (i) your breach of these Terms; (ii) any use of your Account, the Website, the Software and the Services by any person including yourself; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct; and, if we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

## 6. PRIVACY

**6.1. Privacy Policy.** We are committed to your privacy, and our Privacy Policy, the terms of which are incorporated into these Terms as if set forth in their entirety, explains the policies put in place and used by us to protect your privacy as you visit the Website, participate in Competitions, download and use the Software and receive Services, and its terms are made a part of these Terms by this reference. We receive, store and use all information that you submit to the Website and all information you submit in registering for and participating in Services, in accordance with the Privacy Policy, so please read it carefully. We also collect anonymous aggregated and/or statistical data reflecting your use of the Website and Services and may use such data for tracking, reporting and other activities in connection with our business, also all in accordance with the Privacy Policy. We will not intentionally disclose any personally identifying information about you (including information submitted in creating an Account, your social security number, your email address, phone number, or passport, information obtained by the Website from cookies, and information regarding your IP address) to third parties without your consent except (1) where expressly specified in these Terms, (2) where expressly specified in the Privacy Policy, and/or (3) where we, in good faith, believe such disclosure is necessary to comply with Applicable Laws, to enforce these Terms against you, or to help prevent a loss of life or physical injury or crime.

**6.2. Communications with You.** As also detailed in the Privacy Policy, we may use emails, text messages, and push notifications to notify you when you win Competitions, when a Competition you have entered has completed, and to let you know of special promotions, events and policy changes. We may also communicate with you via email, text message, push notification or chat for any other purpose relating to Services or Software. We or our representatives may monitor all communications made by or received by you while using the Website and Services. If you do not wish to receive these communications from us, you may opt out by emailing [support@fantaz.com](mailto:support@fantaz.com), but you acknowledge that opting out may result in your inability to participate in Competitions or receive Services.

**6.3. Device Information.** Using the Software and Services requires an Internet connection to our servers, and we may need to collect certain information from you and your Internet-enabled device ("Device") in order to make the Software and Services available to you, such as hardware system profile data, internet connection data and any other data related to the operation of the Service from any Device that logs onto the Service using your Account. We will use this information in accordance with the Privacy Policy.



**6.4. Warning.** Please take care in sending us sensitive information because third parties can unlawfully intercept or access transmissions or private communications between you and us, and you acknowledge that internet transmissions are never completely private or secure. For your safety, you should never reveal any sensitive personal information in any FantaZ-enabled public forums, message boards or chat features.

**6.5. Promotional Activities.** By registering for an Account, you allow us, your referring user, and/or our Competition sponsors to publicly display your username and tournament records, and to use this information for any purpose. By using the Services, you allow us to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or any biographical information that you submit to us (“Biographical Information”) for promotional, marketing or related business purposes, without compensation to you. However, we will never sell your Biographical Information without your prior written consent, and our use of your personally identifiable information is always governed by our Privacy Policy.

**6.6. Gameplay Dialogue.** We may use third party websites and technologies to record or stream gameplay or chat dialogue occurring through the Services, including your own dialogue (“Recordings”). We use Recordings to verify compliance with these Terms and as part of marketing and promotion of the Services. Please do not submit personally identifiable information in gameplay dialogue—this information is available for anyone to see and use. You may record and distribute your own recordings of gameplay dialogue for non-commercial purposes (i.e., you may not record or distribute Recordings for compensation) so long as your recording and distribution: (a) do not include other products or services that are competitive with the Services, (b) comply with these Terms; and (c) do not use other players’ personal information in a manner which violates the law or is intended to harass, disparage, or cause harm other to other players.

**6.7. Children.** The Services will not knowingly accept personal information from anyone under 18 years old. If you believe that a child under 18 has gained access to the Services, please contact us at support@fantaz.com. On behalf of ourselves and our developer partners, we have taken commercially reasonable steps to restrict use of Services to those who are at least 18 years old. We do not sell products or services for purchase by minors.

## 7. ACCEPTABLE USE POLICY

**7.1. Rules of Conduct.** You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently ban users who violate these rules, or who abuse email communications, support communications, or the community purpose of any message board areas, as determined by us and our developer partners, in our sole discretion. We and our developer partners reserve the right to disable a player’s ability to upload profile photos or edit their username at any time.

- Profanity, obscenities, or the use of **\*\*asterisks\*\*** or other “masking” characters to disguise such words, is not permitted.



- You may not use or upload obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind, as determined by us in our sole discretion.
- Service usernames will be displayed as ‘Your Name’; impersonating other players is not allowed.
- Do not share personal information (your name, phone number, home address, and password) with other users.
- Do not transmit or upload any copyrighted or trademarked materials in messages or postings.
- Information disclosed in chat rooms, message boards, gameplay dialogue or via eMessages is revealed to the public, and neither we, nor our developer partners, is responsible for information you choose to disclose to others.
- Advanced fonts, java, tables, html or other programming codes or commands are not allowed in messages.
- You may not attempt to participate in any Service by means of automatic, macro, programmed or similar methods.
- You may not commit fraud with regard to any Service.
- You may not attempt to impersonate or deceive another user for the purposes of illicitly obtaining cards, passwords, account information etc. (aka “scamming”).

You may not make any commercial use of any of the information provided on the Website or through the Services nor make any use of the Website or Services for the benefit of a business.

**7.2. Your Content.** You acknowledge that the Service is a passive conduit for user content and that: (i) we do not pre-screen user content or communications or (ii) we do not control, verify or pay for any user content or communications. We do not endorse, and specifically disclaim any responsibility or liability for, any publicly posted content. In addition, we may terminate your access to any public forums at any time, without notice, for any reason whatsoever, and/or delete, move or edit content submitted publicly, in whole or in part. You may only upload, send, and receive messages and material that is related to the subject matter of the public forums, complies with Applicable Laws, and conforms to any additional terms of service posted in the public forums. You may not upload to, distribute, or otherwise publish any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties. Submissions or opinions expressed by users are that of the individual expressing such submission or opinion only. Subject to the foregoing, as agent for our developer partners, we may edit, refuse to post, or to remove any information or materials submitted, in our discretion. You may not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of your submissions or content.

**7.3. Cheating, Fraud, and Abuse.** In accessing or participating in Services or using the Software, you represent and warrant to us and our developer partners that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. Anyone who engages in, participates in or displays behavior that may be interpreted, in the discretion of us and





our developer partners only, as unfair methods in participating in Services or using the Software, including but not limited to, the opening and/or use of multiple accounts (e.g., You may not have more than one registered account with the same personal information, such as your name, email address, phone number, mobile device, and payment method) the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), intentionally poor play in certain games to achieve competitive advantage, collusion with other players (e.g. intentionally losing rematches in Cash Competitions), deliberate transfer of money between accounts (e.g., “money laundering”), harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, “Abuse”), you will be subject to immediate sanction (as determined by us and our developer partners only), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Website and Services; (2) any Winnings that you may otherwise have been entitled to receive shall be void and forfeited; and (3) any Winnings received by you shall be subject to disgorgement and/or recoupment. In addition to the foregoing, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we, solely, or in conjunction with our developer partners, may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all of our and/or our developer partners’ fees and expenses (including reasonable attorneys’ fees) in connection with such efforts.

**7.4. Hacking, Tampering, or Unauthorized Access.** Any attempt to gain unauthorized access to systems or any other user’s account, interfere with procedures or performance of Services, Software or the Website or deliberately damage or undermine the Services or Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings. You acknowledge that we are not responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your Account.

**7.5. Restrictions.** Any use, reproduction or redistribution of the Service, Software, or related products or services (including without limitation, Digital Assets) not expressly authorized by these Terms is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (a) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (b) providing unauthorized means through which others may use Services such as through server emulators; (c) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Websites or Services; (d) interfering with any other party’s use and enjoyment of Services and/or Software (including cheating) or the Website; and/or (e) attempting to gain unauthorized access to third party accounts, the Service or Software.



## 8. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS

**8.1. Fees.** Fees and payments for Services that you pay to participate in Competitions (“Fees”) and billing procedures are detailed in the billing application. If Fees are charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals. The price of Services may change at any time, but no price change will affect your past purchases.

**8.2. Billing.** We may change Fees and billing procedures by updating the billing application with or without notice to you. By providing a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the Services using your payment method; and (iii) authorize us to charge you for any paid feature of the Services that you choose to sign up for. We may bill you (a) in advance; (b) at the time of purchase; or (c) shortly after purchase, in our sole discretion. You must tell us within 120 days after an error first appears on your bill for an investigation of the charge to occur promptly. After 120 days from the first appearance of the error, we will not be (i) liable for any losses resulting from the error or (ii) required to correct the error or provide a refund. If we identify a billing error, it will be corrected within 90 days. You must pay for all reasonable costs we incur to collect any past due amounts, including without limitation reasonable attorneys’ fees and other legal fees and costs.

**8.3. Cash Deposits.** If you play games integrated in a Competition without depositing U.S. Dollars into your Account for that Competition, then you are a “Non-Cash Player” with respect to such Competition. However, if you play in a Competition that requires an entry paid in U.S. Dollars (“Cash Competition”), then you are a “Cash Player”, and if you establish a positive Account balance for entry fees for Cash Competitions, then you must submit and maintain at all times the following current and correct information: your full name, your permanent residential address, your phone number and your credit card or other payment information. Participating in Cash Competitions may require establishing a positive Account balance in any amount we determine. If you are a Cash Player, by submitting this information, you consent to allowing us to share your personal and payment information in confidence with third party service providers for the purposes of validating your identity and assessing the transaction risk associated with accepting your selected method of payment, and for any other purpose as detailed in our Privacy Policy. If you make a credit card deposit, an authorization request will be submitted to the issuing bank of at least Five U.S. Dollars (US\$5.00) to your credit limit, even if the actual amount charged may be lower. When you withdraw funds from your account, you may be required to submit your social security number or other identifying information. Failure to provide your social security number or other requested identifying information at that time may result in inability to process your withdrawal for any winnings.

**8.4. Z Token.** If you are a Z Player or a ZBO, then you may be granted bonus Z Tokens (“Z Tokens”) from various promotions on the website. Z Tokens can be used to enter Cash Competitions, but cannot be used for any other Service. When you enter a Cash Competition, accumulated Z Tokens will be used first to enter the Cash Competition based on the posted entry fee equivalent for the tournament. You cannot convert Z Tokens to cash or otherwise withdraw Z



Tokens from your Z Wallet. If you do not enter a Cash Competition within a continuous 90 day time period, all Z Tokens in your account will be forfeited.

**8.5. Withdrawals.** If you are a Z Player or ZBO, you may request a withdrawal of funds from your available Account balance at any time. Digital Assets and Z Tokens cannot be withdrawn. FantaZ may elect to process refunds of requested funds first by refund to the payment method used to make your deposit, and then any excess will be refunded by ACH or other electronic deposit to your bank account. Withdrawals may take up to ninety (90) days; provided, however, that we may freeze your Account and/or delay a request for withdrawal of funds pending completion of any investigation of reported or suspected Abuse, Disputes (as defined in Section 8.12 below), verification of eligibility or to comply with Applicable Laws. FantaZ may charge a fee of the greater of \$10.00 or the actual bank charge for rejected electronic transfer credits.

**8.6. Closing Accounts; Forfeiture of Funds.** If you close your Account, funds in your Account will be returned subject to the terms of Section 8.5. If your Account is unilaterally closed or terminated for cause as allowed in these Terms, funds in your Account may be forfeited and not returned to you. If your funds are forfeited by you in accordance with this Section or Sections 2.1, 4, 7.3, 7.4, 7.5 or 8.9 hereof, these funds may be used to defray the costs of administration and enforcement of these Terms, allocated or disbursed such amounts to other Services or donated these funds.

**8.7. Account Monthly Maintenance Fee.** If your Account is inactive (i.e. you have not entered at least one (1) tournament) for six (6) consecutive months or more, a maintenance fee of \$2.00 per month may be charged (the “Monthly Maintenance Fee”). After five or more months of inactivity, you will be notified by email that if your Account remains inactive for one more month, the Monthly Maintenance Fee will be deducted from your Account each consecutive month after that that it remains inactive. The Monthly Maintenance Fee will not be deducted from your Account if there are no funds in your Account. However, if your Account has no funds and has been inactive for twelve or more consecutive months, your Account may be closed.

**8.8. Refund Policy.** Unless otherwise required by law, no refunds are given.

**8.9. Winnings.** If you are eligible to receive Winnings, we may require that you provide proof that you are, or were at the time of your participation in the subject Competition, eligible to participate in accordance with these Terms and that your participation was in accordance with these Terms. If you do not provide such proof to our or our developer partners’ reasonable satisfaction, then you will not receive the relevant Winnings. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with our efforts to do this. We may also reduce payment to you without notice to adjust for any previous overpayment.

**8.10. Credit Card Use.** When you pay for any charges by credit card, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party (such as PayPal or other digital wallet) in connection with the Services. Any attempt to defraud through the use of credit cards or



other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings, and pursuit of civil litigation and/or criminal prosecution.

**8.11. Taxes.** If you are a U.S. resident, we will send you an IRS Form W-9 and 1099-MISC or other appropriate form if your Winnings total more than the applicable threshold in any given calendar year. If you receive referral fees in excess of the applicable threshold, we will send you an IRS Form 1099-NEC. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may withhold from your existing Account balance and/or from future Winnings or referral fees any amount required to be withheld by Applicable Laws, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Laws.

**8.12. Chargebacks.** If a chargeback, dispute, or fraud claim (“Dispute”) is initiated for any form of payment used to deposit funds in a Z Wallet account: (i) FantaZ will immediately freeze the Z Wallet until resolution of the Dispute; (ii) FantaZ may cancel any pending tournament entries from the Z Wallet; (iii) FantaZ may cancel any pending withdrawals from the Z Wallet; (iv) FantaZ will charge any fees from the Dispute to the applicable Z Wallet; (v) FantaZ may force a refund from the applicable Z Wallet to the original form of payment; and (vi) FantaZ may take any other action necessary to recover disputed funds in its sole discretion.

## 9. COPYRIGHT COMPLAINTS

The Digital Millennium Copyright Act (DMCA) provides copyright owners who believe that their rights under the United States copyright law have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your copyrighted work has been copied without your authorization and is available in the Services in a way that may constitute copyright infringement, you can provide notice of your claim to the designated agent listed below. For your notice to be effective, it must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located in this game; Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party can be contacted;
4. 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; and
5. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

FantaZ’s Designated Agent is: FantaZ, Inc. Attn: Legal Department, 2336 Southeast Ocean Blvd. Suite 28; Stuart, Florida 34996; support@FantaZ.com.

## 10. PROPRIETARY RIGHTS

**10.1. Your Content.** Subject to these Terms, you grant to us a worldwide, perpetual, unrestricted, royalty-free license to use, copy, modify, distribute, publish, perform, transmit and display any and all communications, materials, content and information that you submit to us or our developer partners, whether directly or through the Website, Services or Software (“Content”), and waive any moral rights you may have in Content. Subject to these Terms, any communication or material you transmit to us, including any data, questions, comments, suggestions or the like, will be treated by us as non-confidential and non-proprietary. Subject to these Terms, we may use Content for any purpose, without any compensation, accounting or other liability or obligation to you. If you use or share Content in a way that infringes others’ copyrights, trademarks, other intellectual property rights or privacy rights, you are breaching these Terms. You represent and warrant to us that for the duration of these Terms you have (and will have) all the rights necessary for the Content you upload or share on the services and that the use of the Content, as contemplated in this Section will not violate any Applicable Laws. If your Account is cancelled or terminated, we and our developer partners may permanently delete your Content from our servers and we have no obligation to return Content to you.

**10.2. Software License.** Subject to these Terms, we grant to you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software, in object code format only, on a Device owned or controlled by you, solely for the purpose of accessing and using the Services in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not network the Software among devices. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software or its structural framework; (ii) create derivative works of the Software; (iii) use the Software in whole or in part for any purpose except as expressly provided herein; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software that is under your possession or control.

**10.3. Digital Assets.** Some Services and Software may allow you to create digital objects, such as avatars. Such digital objects, in addition to any digital or virtual objects or assets we assign to your Account, such as virtual trophies, NFTs, or virtual goods, are collectively referred to as “Digital Assets”. You acknowledge that because all Digital Assets are created through the Software and/or Services, we solely and exclusively own all Digital Assets. To the extent we do not automatically own any Digital Asset, you hereby irrevocably, expressly and automatically assign to us, in perpetuity, all right, title and interest in and to any such Digital Assets, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights throughout the world. If you have any rights to Digital Assets that cannot (as a matter of law) be assigned to us in accordance with the foregoing, you unconditionally and irrevocably: (i) waive the enforcement of such rights against us; and (ii) grant to us an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce,





create derivative works of, distribute, publicly perform, publicly display, digitally perform and otherwise use and exploit such Digital Assets, (b) to use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating or derived from Digital Assets, and (c) to exercise any and all other present or future rights not yet known in Digital Assets. Subject to these Terms, we grant you a limited license to use Digital Assets through your own Account solely for purposes and in furtherance of your use of Services.

**10.4. Ownership.** All content of the Website, all FantaZ products and services, all FantaZ logos, symbols, expansion names and symbols, play level symbols, trade dress or “look and feel”, all Digital Assets and those portions of the Software and Services which are property of FantaZ as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of Services and/or Software does not convey or imply the right to use the Services or Software in combination with any other information or products.

## **11. TERM AND TERMINATION**

These Terms apply to you and to us from the date that you accept them as provided above, until termination of your Account (whether by deactivation, cancellation, closure, expiration or termination by you or us). You may terminate these Terms at any time and for any reason by going to your Account webpage and following the account closure process. Upon termination of your Account, you must immediately discontinue use of the Services and the Software and your Account and promptly uninstall and delete all copies of the Software. Immediately upon termination of your Account, all license and rights granted to you under these Terms automatically terminate and you shall automatically forfeit the right to use Digital Assets. Your obligation to pay accrued Fees will survive any termination of these Terms. Any and all terms and conditions within these Terms which should, by their nature, survive termination of these Terms, will survive such termination (including without limitation Sections 3.3, 4, 5, 6, 8.6, 8.7, 8.9, 8.10, 10.3 and 12 through 15 (inclusive)).

## **12. DISCLAIMERS**

In conjunction with our developer partners, we strive to keep Services up and running; however, all online services suffer occasional disruptions and outages, and we are not responsible or liable for any disruption or loss you may suffer as a result. You should regularly backup content that you store on the Services.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY US OR OUR DEVELOPER PARTNERS (INCLUDING WITHOUT LIMITATION DIGITAL ASSETS AND SOFTWARE) ARE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-



INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES, YOUR ACCOUNT, SOFTWARE, THE WEBSITE AND/OR DIGITAL ASSETS WILL BE SECURE, VIRUS-FREE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SAME WILL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD PARTY COMPONENT, TECHNOLOGY, HARDWARE, SOFTWARE OR SYSTEM.

We are not responsible or liable for any damage, loss or injury resulting from, relating to or arising out of (1) use, access or attempted use or access of Services, Digital Assets, the Software or the Website; (2) downloading any information from the Software, Services or Website; and/or (3) violations of these Terms by other users. We have no responsibility to enforce these terms for the benefit of any user.

Some states do not allow the disclaimer of implied warranties; as such the foregoing disclaimer may not apply to you in its entirety.

### **13. LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER WE, NOR OUR DEVELOPER PARTNERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION OR OTHERWISE, EVEN IF WE OR OUR DEVELOPER PARTNERS, THIRD PARTY SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR DEVELOPER PARTNERS, SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.



## 14. DISPUTE RESOLUTION AND ARBITRATION

**14.1. General.** This Section applies to any Dispute except for Disputes relating to the enforcement or validity of our intellectual property rights. The term “Dispute” means any dispute, action or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to FantaZ Customer Support, 2336 Southeast Ocean Blvd. Suite #28; Stuart, Florida 34996. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and we will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence arbitration. You may also litigate any Dispute in small claims court in your county of residence or Martin County, Florida, if the Dispute meets all requirements to be heard in the small claims court and is less than \$5,000. You may litigate in small claims court whether or not you negotiated informally first.

**14.2. Binding arbitration.** If you and we do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this Section. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

**14.3. Class action waiver.** To the maximum extent permitted under applicable law, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it won’t apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

**14.4. Arbitration procedure.** If you are located within the United States, Canada, the United Kingdom or the European Union, or any of their territories, then any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. You and we each agree to commence arbitration only in Martin County, Florida, USA. You may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in a country other than listed above, then arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of these Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope admissible under applicable Laws,

and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These Terms govern to the extent they conflict with the arbitrators' commercial rules. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator and AAA; however, the arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal, (ii) obliging the other party to participate in the arbitration proceedings, (iii) requesting any type of conservative or interim measure in connection with the dispute prior to the constitution of the arbitral tribunal, (iv) requesting the appearance of witnesses and/or experts, and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or Dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

**14.5. Claims or Disputes.** Must be filed within one year. To the extent permitted by applicable law, any claim or Dispute under these Terms must be filed within one year from the date of the cause of action. If a claim or dispute isn't filed within one year, it is permanently barred.

**14.6. Equitable Relief.** You agree that we would be irreparably damaged if these Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement to arbitrate Disputes, we are entitled without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of these Terms in any court of competent jurisdiction.

**14.7 Language of the Terms:** If we provide a translated version of these Terms, the Referral Program Terms of Service, the FantaZ Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.



## 15. MISCELLANEOUS

These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. These Terms cannot be modified by you, and may only be modified by us as provided above. Our failure to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. Section titles in these Terms are for reference only and have no legal effect. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services or Software. You consent to our providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you created your Account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must close your Account. These Terms are solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) to: FantaZ Customer Support, 2336 Southeast Ocean Blvd. Suite 28; Stuart, Florida 34996. Please print these Terms for your records.





## ZBO Terms and Conditions

### ZBO Requirements and Qualifications

1. **Becoming a ZBO.** An applicant becomes a Z-Business Owner (ZBO) of FantaZ (FantaZ), which entitles the ZBO to (i) participate in unlimited private ZBO tournaments at no additional cost; and (ii) to earn commissions from the ZBO's referral group; when both of the following requirements have been completed:
  - a. The applicant pays the current ZBO Monthly Tournament Fee (\$14.99/month) or ZBO Annual Tournament Fee (\$149.99/year) to be a ZBO on the FantaZ platform.
  - b. The applicant enters the required identification information on the FantaZ platform, and, if earnings approach the applicable threshold for tax reporting, completes a W-9.
2. **Legal age.** ZBOs must be of legal age to contract and to enter games of skill in the jurisdiction of their residence. In no event may a ZBO be less than eighteen (18) years old.
3. **ZBO Tournaments.** When a ZBO pays the ZBO Monthly or Annual Tournament Fee, it entitles that ZBO to participate in special ZBO-only tournaments. Only ZBOs may participate in ZBO-only tournaments to earn cash and prizes. These tournaments are included in the ZBO fees and there are no additional entry fees required for these specific tournaments.
4. **Sponsored Users.** A user (Z-Guest, Z-Player or ZBO) is sponsored by a ZBO if (i) the user came to FantaZ from the ZBO's unique link; or (ii) the user selects the ZBO as the sponsor. If a user requests to change or correct the sponsor during the first 30 days of being a user, FantaZ may move the user to the requested sponsor. All decisions by FantaZ about the sponsor of a user are final. All Z-Guests, Z-Players and ZBOs who have the ZBO as their sponsor are in the ZBO's "Referral Group." The Referral Group is only users directly sponsored by the ZBO and does not include indirect sponsorship by others.
5. **Referral Fees:** FantaZ will pay the ZBO a referral commission on the ZBO's Referral Group's entry fees as follows:
  - a. For paid tournaments, the commission rate for each tournament is posted on the FantaZ website and is generally 10% to 40% of the entry fee. These commissions are paid after the close out of the tournaments.
  - b. For unlimited ZBO Monthly Tournament fees of \$14.99 per month: \$5 per month referral commission, paid when Referral Group member pays.
  - c. For unlimited ZBO Annual Tournament fees of \$149.99 per year: \$50 per year referral commission, paid when Referral Group member pays.
  - d. For free tournaments or that part of entry fees paid with promotional Z-Tokens, no commission is earned.
  - e. FantaZ may offer bonuses or additional commissions for special tournaments, merchandise, sign-up periods, or other special events. Commissions will be paid as posted on the FantaZ website or as described by promotional emails.
  - f. Any refunds or credits by FantaZ to users in the ZBO's Referral Group will have a corresponding debit in commissions to the ZBO.
6. **Fictitious and assumed names prohibited.** A person or entity may not apply as a ZBO using a fictitious or assumed name. ZBOs must use their real name and provide accurate identification and tax information.
7. **Independent Contractor status.** All ZBOs are independent contractors with FantaZ, and not franchisees, joint venture, partners, employees, or agents of FantaZ. ZBOs are strictly



prohibited from stating or implying, whether orally or in writing, that they are franchisees, joint ventures, partners, employees, or agents of FantaZ. ZBOs may not bind FantaZ to any obligation.

8. **Taxes.** ZBOs will be treated as independent contractors for all federal or state tax purposes. As independent contractors, ZBOs will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Tax Act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation.
9. **Legal compliance.** All ZBOs shall comply with all applicable statutes and regulations in using and promoting FantaZ. . All ZBOs are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, FantaZ will issue an IRS Form 1099-NEC for non-employee compensation for ZBOs over the applicable threshold as required by law.
10. **Privacy.** ZBO shall comply with applicable FantaZ privacy policies. ZBO shall not distribute or post personally identifying information of members of ZBO’s Referral Group without the consent of the user.
11. **Trademarks.** The FantaZ Logo, the “Z,” or names ~~the~~ such as Z-Player, ZBO, Z-Business, FantaZ, FantaZ.com, FantaZgames, FantaZsports, FantaZ Live and the names of all FantaZ products and services, and the phrases “Where Skill Pays,” and “Play Promote Profit” are the registered or unregistered trademarks of and owned by Fanta-Z Holdings, LLC. Only FantaZ is authorized to produce and market products and literature under these trademarks. Use of the FantaZ name on any item not produced or authorized by FantaZ is prohibited.
12. **Copying prohibited.** ZBOs shall not copy, record, or transmit, whether for sale or for personal use, any audio or video of: (a) material detailing the FantaZ commission structure; (b) any product or service presentation; (c) any speech, conference call, webinar, presentation, or other event without express written permission from an officer of FantaZ, regardless of whether the presenter is an employee, shareholder or officers of FantaZ, a ZBO, or a third party. A presenter who is not an officer of FantaZ may not waive this provision. FantaZ may seek injunctive relief, including destruction of the offending copy or recording, and/or damages from the violator for the unauthorized use of FantaZ copyrights, trademarks, trade secrets, and materials. Video or audio taping of FantaZ meetings and conferences is strictly prohibited. This provision does not prohibit a ZBO from transmitting hyperlinks to such material on an authorized FantaZ site or embedding a FantaZ video in the ZBO’s site, so long as the video is actually hosted on the hosting site set by FantaZ.
13. **Termination or Suspension**
  - a. **Voluntary Termination.** A ZBO may voluntarily terminate his or her Z-Business by failing to renew when applicable or upon written notice to FantaZ through the back-office. Voluntary termination is effective upon receipt of such notice by FantaZ. A ZBO who fails to pay ZBO fees will be automatically suspended and be downgraded to a Z-Player.
  - b. **Involuntary Termination or Suspension.** A ZBO may be involuntarily suspended or terminated by FantaZ for violating any of the terms of this Agreement or the provisions of any applicable laws.
  - c. **Suspension for Tax Identification Information.** If the ZBO’s earnings approach the applicable tax reporting threshold, the ZBO must complete a W-9

form. If the ZBO does not complete the W-9, FantaZ may suspend the ZBO until the W-9 is completed.

- d. **Effect of Termination or Suspension.** In the event a ZBO is terminated, effective with such termination the ZBO will no longer be able to access ZBO tournaments or receive referral commissions or bonuses. If a ZBO is suspended, the ZBO cannot participate in ZBO tournaments during the suspension and does not receive referral commissions or bonuses earned during the suspension.

#### 14. **Internet, Social Media and Web Site policy.**

- a. Provisions Applicable to All Web Sites and Social Media Accounts of ZBOs:
  - i. No ZBO may under any circumstance use the Internet or other telecommunications network for the purpose of “bulk” or unsolicited (i) emailing, (ii) message board posting, (iii) automatic unsolicited instant messaging, (iv) unsolicited texting, (v) auto-dialer services, or (vi) other services generally known as or considered “spamming,” to promote FantaZ or advertise FantaZ services.
  - ii. No ZBO may violate any local, state, or federal laws regarding the Internet or other telecommunications network, including the “do not call” federal and state lists.
  - iii. No ZBO may refer to the FantaZ or its tournaments as “gambling,” “wagering,” “betting,” “sports betting,” a “sports book” or similar terms.
  - iv. FantaZ strictly prohibits making false and exaggerated income claims or misrepresenting its games, services or products in any way shape or form. FantaZ has carefully designed its games, services and products, advertising, marketing, sales tools, presentations, and commission structure, to make sure that each aspect of FantaZ is fair, truthful and complies with the vast and complex legal requirements of federal and state laws. To promote the games, services and products, ZBOs are required to use the marketing materials, sales tools and support materials produced and approved by FantaZ.
  - v. ZBOs promoting FantaZ with a web page, website, blog, banner ad, text ad or any other advertising by electronic means that uses the logos or banners of FantaZ must use only logos or banners published by FantaZ without modification (including resizing such graphics).
  - vi. ZBOs may not (i) represent that FantaZ or a tournament is endorsed by any person or entity or (ii) use the image, likeness, logo, or trademark of any person or entity on a website promoting FantaZ unless (i) person or entity is a host or sponsor of the applicable tournament; or (ii) the ZBO has a written agreement between the ZBO and that person or entity authorizing such endorsement or usage and the ZBOs has provided FantaZ with a copy of such written agreement.
- b. ZBO registration of Domain Names and Social Media Accounts containing “FantaZ” or other trademarks of FantaZ are governed by the following:
  - i. “Protected FantaZ Trademarks” means “Fanta-Z,” “FantaZ,” “ZBO,” “Where Skill Pays,” “Play Promote Profit” or any similar term.

- ii. ZBOs are prohibited from purchasing, owning, or creating domain names (including subdomains and international domains) or usernames/email addresses on other major sites (such as Facebook, Instagram, TikTok, Twitter, or social networks or public email sites such as Hotmail, Gmail, etc.) containing Protected FantaZ Trademarks.
- iii. If a ZBO registers, creates, or owns, a domain or username on a major site, with a Protected FantaZ Trademark in violation of these provisions, such registration is in trust for FantaZ, and, upon demand the ZBO shall transfer such registration to FantaZ. Furthermore, the ZBO appoints FantaZ attorney-in-fact to transfer such registration to FantaZ.
- c. Web Site Names on the FantaZ Server: FantaZ offers ZBOs FantaZ referral links (such as [www.fantaz.com/join/UserName](http://www.fantaz.com/join/UserName) or [www.fantaz.com/tournament/cash/abctournament?inviteBy=UserName](http://www.fantaz.com/tournament/cash/abctournament?inviteBy=UserName)).
  - i. The “UserName” portion of the FantaZ URL may not contain the following Prohibited Terms:
    - 1. A trademark of a third-party without express permission from that third-party (e.g., “Pepsi”);
    - 2. Name of a person different from the ZBO (e.g., John Smith may not use “MichaelJackson” for his URL)
    - 3. Only the name of a geographic location (continent, country, state, city, etc.) (by itself);
    - 4. Only a name of a game on the FantaZ site or a game which FantaZ expects to have on the site (by itself) (e.g., “Checkers,” “HangMan,” or “Tetris” would be inappropriate);
    - 5. A broad category (by itself) (e.g., “churches,” “games,” “sports,” celebrities, “charities,” “nightclub,” “union” would be inappropriate); or
    - 6. A deceptive word or phrase (e.g., “login” or “resetpassword,” “sign-up,” “customer service”).
  - ii. Compound usernames which contain one or more of the Prohibited Terms, which, when combined, are (1) not deceptive; and (2) do not appear to be categories, are permitted. For instance, “TexasGuy,” “CheckersChampion” or “HoustonTetrisPlayer” are permitted.
  - iii. FantaZ, at its sole discretion, may offer ZBOs who have achieved a certain large Z-business the opportunity to have a premium URL (e.g., [www.fantaz.com/UserName](http://www.fantaz.com/UserName)). These premium offerings are at the sole discretion of FantaZ, and may be revoked by FantaZ at any time. Such premium URLs are solely at the invitation of FantaZ, and unsolicited requests for premium URLs will generally not be accepted.
  - iv. FantaZ may, at its sole discretion, revoke or alter any name which, in the sole discretion of FantaZ, FantaZ believes to be false, deceptive, illegal, or in violation of the intellectual property rights of a third-party.
- d. ANY ZBO WHO DOES NOT FOLLOW THE FANTAZ INTERNET AND OFFLINE WEBSITE AND ADVERTISING POLICIES MAY BE TERMINATED IMMEDIATELY AND WITHOUT WARNING. FANTAZ MAY ALSO CONTACT THE HOSTING COMPANY OF ANY SUCH

PAGES AND REQUEST, AS THE TRADEMARK HOLDER, THAT SUCH PAGES BE REMOVED.

- e. If a ZBO has a public webpage, website or presence on any websites (such as, but not limited to, Twitter, Instagram, TikTok, Facebook, etc.), the ZBO shall only use FantaZ produced and approved advertising, marketing text, banner ads, etc. The ZBO shall use the approved FantaZ advertising and marketing materials “as is” with no changes or alterations of any kind (including, but not limited, resizing such material or adding the ZBO’s name or logo thereto).
  - f. The Digital Millennium Copyright Act (DMCA) notification, counter-notification, and take-down policy of FantaZ is located in the FantaZ Terms of Use.
- 15. No Business Name Containing FantaZ Trademarks.** ZBOs shall not incorporate or organize any entity containing the name “FantaZ,” “Fanta-Z,” “ZBO,” “Play-Promote-Profit,” “Where Skill Pays” or similar name. ZBOs shall not register any assumed name, fictitious name, or DBA using such terms. This provision does not prohibit the use of the term “Z Business” or “Z” (such as “Bob’s Z Business, LLC” or “Bob’s Z Site, Inc.”).
- 16. No Trademark Registration by ZBOs.** ZBOs may not use or attempt to register any of FantaZ’s trade names, trademarks, service names, service marks, product names, Company name, or any derivative thereof, for any Internet domain name or for any federal or state trademark. The ZBO may not incorporate FantaZ’s trade names, trademarks, service names, service marks, product names, Company name, or any derivative thereof, into any electronic mail address. Any registration by a ZBO in violation of this provision is held in trust for the benefit of FantaZ and shall be assigned, on demand, to FantaZ.
- 17. Independent communications.** ZBOs, as independent contractors, are encouraged to distribute information and direction to their respective Referral Groups. FantaZ encourages the use of newsletters, email, training workshops both online and offline, and other organizational programs.
- a. ZBOs must identify their personal communications as such, and not give the impression that such communications are the official communications of FantaZ.
  - b. ZBOs are responsible for ensuring that their communications are accurate, comply with applicable law, and do not violate any policy of FantaZ.
  - c. At FantaZ’s sole discretion, FantaZ may require any or all ZBOs to have the communication of such ZBOs to their Referral Group pre-approved by FantaZ prior to sending such communication.
  - d. A ZBO shall not represent to third-parties that (i) the ZBO has any exclusive rights to offer a particular FantaZ program; (ii) that the ZBO is endorsed by FantaZ; (iii) that the ZBO is offering a program which no other ZBO offers.
- 18. Endorsements.** No endorsements or testimonials of any kind, including by FantaZ officers, may be alleged, except as expressly communicated in FantaZ literature or approved in writing. If a ZBO is endorsed by a third-party (such as a celebrity, charitable organization, etc.), the ZBO must have written authority from the third-party to use such endorsement, and must have provided a copy of such written authority to FantaZ prior to advertising with such endorsement.
- 19. Repackaging, Relabeling, and “Masking” Prohibited.** ZBOs may not repackage or relabel any FantaZ products, services or materials in any way. ZBOs shall not “mask” the



FantaZ domains such that users do not see the actual domain name of the website that they are viewing. ZBOs may “redirect” domains to their FantaZ ZBO website, so long as the actual FantaZ ZBO website name is visible (e.g., redirect “www.PlayGamesWithBobSmith.com” to “www.FantaZ.com/join/BobSmith” with www.FantaZ.com/join/BobSmith visible to the user). In this section, “redirect” and “mask” have the meanings associated with their use in the web design and internet hosting context.

- 20. Consent to Promotion Using Name.** By becoming a ZBO, the ZBO consents to FantaZ listing the ZBO’s name, likeness, and FantaZ internal ZBO URL or landing page on any page in the FantaZ web site or on any FantaZ promotional material, including, but not limited to, tournament winners, testimonials Page, the home page, a ZBO landing page, or the promotional carousel.
- 21. Payments through Z-Wallet.** FantaZ makes all payments to a ZBO by depositing the payments in the ZBO’s Z-Wallet or other payment processing system on the FantaZ site. Upon making such an electronic payment, FantaZ notifies the ZBO by electronic mail or electronic entry within the Z-Wallet system showing the calculation, period, and type of compensation.
- 22. Withdrawals from Z-Wallet:** ZBOs may request withdrawals from the Z-Wallet at any time through the FantaZ web site by Automated Clearing House (ACH) to their bank account or as otherwise allowed by the Z-Wallet.
- 23. No Payments to Prohibited Jurisdictions.** FantaZ is not obligated to and will not send payments to a Prohibited Jurisdiction. If a ZBO requests that a payment be sent to a Prohibited Jurisdiction, or a ZBO does not provide any address except that in a Prohibited Jurisdiction, FantaZ will hold the funds until such time as they can be made to a non-Prohibited Jurisdiction. FantaZ is not obligated to and will not send an ACH transfer or wire transfer to a bank address in a Prohibited Jurisdiction or for credit to an account based in a Prohibited Jurisdiction. In the event that any such request is made, FantaZ will endeavor to inform the ZBO that the payment cannot be made because the requested address is located in a Prohibited Jurisdiction. Even if the ZBO does not receive actual notice that FantaZ has rejected the payment location, the ZBO is deemed to have constructive notice of the Prohibited Jurisdictions and FantaZ has tendered payment by making check available for pickup at its corporate headquarters. Prohibited Jurisdictions are (i) any jurisdiction sanctioned by the United States, United Kingdom, or European Union where payments cannot be transmitted legally; and (ii) any jurisdiction where participation as a ZBO would be illegal. As of the effective date, Prohibited Jurisdictions include: Iran, North Korea, Russia, Cuba, Syria and Venezuela. FantaZ may not make any payments to a person or entity sanctioned by the United States, United Kingdom or European Union.
- 24. Price changes.** All FantaZ tournament fees, ZBO monthly or annual fee, and other prices are subject to change without notice. All prices will be the same for all ZBOs.
- 25. Player or ZBO Responsible for Web Site Connection.** It is the responsibility of each user to ensure that he has sufficient technical resources to access the FantaZ sites. If a ZBO is unable to access or continue participation in a ZBO tournament game or event because of technical problems of the ZBO or the network or internet provider or that ZBO or Player, the ZBO may automatically lose the ZBO tournament.



26. **Income claims. ZBO EXPRESSLY REPRESENTS AND WARRANTS TO FANTAZ THAT NO EMPLOYEE, SHAREHOLDER, OFFICER, AGENT OF FANTAZ, AND NO ZBO, SPONSOR, OR OTHER PERSON HAS MADE ANY REPRESENTATION OF INCOME THAT THE ZBO WILL EARN FROM FANTAZ.**
27. **Contact.** Each person who registers on the FantaZ web site consents to receiving periodic emails and other contact from FantaZ regarding FantaZ and specifically about such person's account. Persons who register with FantaZ may opt out of the periodic emails by following the instructions in such emails. Persons may not opt out of certain emails specific to their FantaZ account, except by cancelling their FantaZ account.
28. **No governmental endorsement.** ZBOs may not represent or imply, directly or indirectly, that FantaZ has been approved or endorsed by any governmental agency.
29. **Amendments.** FantaZ reserves the right to amend this Agreement, its prices, product availability, and commission structure—~~Plan~~ as it deems appropriate, so long as all Amendments apply equally to all ZBOs. Generally, Amendments are effective for all ZBOs as of the effective date stated in the Amendment; however, in the event that, because of applicable law or practical implementation issues, an Amendment cannot be applied to all ZBOs immediately, such Amendment will be applicable to each ZBO on that ZBO's next renewal date. Amendments will be communicated to all ZBOs through FantaZ publications, through its website or by electronic means.
30. **Non-waiver provision.** No failure of FantaZ to exercise any right under this Agreement or to insist upon strict compliance by a ZBO with any obligation or provision herein, and no custom or practice of the parties at variance with this Agreement, shall constitute a waiver of FantaZ's right to demand exact compliance with this Agreement. Waiver by the Company can only be made in writing by an authorized officer of the Company. FantaZ's waiver of any particular default by a ZBO shall not diminish or impair FantaZ's rights with respect to that default, if it is continuing, or any subsequent default, nor shall it diminish or impair in any way the rights of FantaZ with respect to any obligations of any other ZBO.
31. **Severability.** If any provision of this Agreement, including these rules and regulations, or any specification or operating procedure which FantaZ has prescribed is held to be invalid or unenforceable under law or rule of any applicable jurisdiction, FantaZ shall have the right to modify the invalid or unenforceable provision to the extent necessary to render it valid and enforceable. The ZBO shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.
32. **Jurisdiction.** All disputes and claims relating to this Agreement, the FantaZ compensation plan, its products, the rights and obligations of a ZBO and FantaZ, or any other claims or causes of action relating to the performance of this Agreement by either party, shall be governed by the laws of Florida and shall be adjudicated totally and finally in Florida, or such other location as FantaZ prescribes.
33. **Notices.** All legal notices, demands, and service must be made to:  
**Fanta-Z Holdings, LLC**  
**Attn: Legal Department**  
**2336 Southeast Ocean Blvd; Suite 28**  
**Stuart, Florida 34996**  
with a copy to legal@fantaz.com



34. **Limitation of Liability, Waiver of Claims, and Indemnification of FantaZ.** To the extent permitted by law, FantaZ shall not be liable for and ZBO releases and holds FantaZ harmless from, and agrees to indemnify and defend FantaZ from, and waives all claims for any loss of profits, direct or indirect, special or consequential damages or any other loss incurred or suffered by ZBO as a result of (a) the breach by the ZBO of these Terms, (b) the operation of ZBO's business, (c) any incorrect or wrong data or information provided to ZBO, (d) the failure to provide any information or data necessary for FantaZ to operate its business; (e) any misrepresentations by the ZBO, whether intentional, knowing, negligent or unintentional, to any party; (f) any misrepresentations by a third party, including a sponsor of ZBO, to the ZBO, and (g) any misuse, unauthorized use, or infringement by the ZBO, regardless of whether such misuse, unauthorized use or infringement by the ZBO is intentional or not, of the trademarks, copyrights, patents, or other intellectual property of any third-party, whether on the FantaZ site, a website owned or hosted by the ZBO, or other misuse, unauthorized use, or infringement by the ZBO on the intellectual property of a third-party for which the third-party alleges that FantaZ is liable. Furthermore, it is agreed that any liability from FantaZ to the ZBO may not exceed, and is hereby expressly limited to, the lesser of (i) the amount paid by the ZBO to FantaZ within the previous six months, or (ii) the amount of commissions owed to the ZBO at such time.
35. **Conflict of Provisions.** In the event of a conflict between these ZBO Terms and Conditions and the Terms and Conditions of FantaZ.com, these ZBO Terms and Conditions control.