# iBET Networks Terms of Service

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE**

**Effective Date: November 3, 2026**

Welcome to IBET Networks! IBET Networks is a fantasy sports platform that offers skill-based contests where you can put your skills and knowledge to the test for an opportunity to win cash prizes (the “Contest”). Each entry consists of a roster of athletes or players that accumulate statistics on behalf of your team to help you win your Contest. There is a range of different Contest types and roster sizes you can choose to play; the payout for each entry is displayed before you submit it (see Section 7.10 for Pick'em Contests). Before using IBET Networks, please take some time to carefully read our Terms of Service below (“Terms”). Our Member Code of Conduct (“Code of Conduct”) is attached as Exhibit A to these Terms, and our Privacy Policy (“Privacy Policy”) is located at https:// www.ibetnetworks.com/privacy-policy; both of these documents are expressly incorporated into these Terms, and you are agreeing to them by acknowledging your receipt and acceptance of the Terms and documents contained herein.

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY, THEY CONTAIN A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS AND REMEDIES AS DETAILED IN SECTION 23 TITLED ARBITRATION AND CLASS ACTION WAIVER. PLEASE READ CAREFULLY. IT IS YOUR RIGHT TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO ACCEPTING THE TERMS AND PARTICIPATING IN ANY OF OUR CONTESTS. WE STRONGLY ENCOURAGE YOU TO DO SO BEFORE PROCEEDING.

## 1. Acceptance of Terms.

When you use the website www.ibetnetworks.com (including all accessible areas on the website), download the IBET Networks mobile application ("App"), or create an Account (as defined below) and utilize the various fantasy sports services (collectively referred to as the "Services") provided by IBET Networks, including any new features and applications, you agree to be bound by these legally binding Terms. iBET Networks, LLC, a California limited liability company in good standing, and its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors (collectively referred to as "IBET Networks," "we," "us," "our," or "Company"), together with their parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors, shall be referred to as "IBET Networks" in these Terms.

By using the Services, you, the user (collectively referred to as "User(s)" or "you"), acknowledge and agree to be irrevocably bound by these Terms, including, but not limited to, the IBET Networks Privacy Policy, IBET Networks Full Rules, individual Contest rules, the IBET Networks Member Code of Conduct, and all other operating rules, game rules, policies, and procedures published on the Services by IBET Networks. These documents are expressly incorporated into these Terms by reference. Additionally, certain Services may be subject to additional terms and conditions specified by IBET Networks. Your use of such Services implies your acceptance of these additional terms and conditions, which are also incorporated into these Terms by reference. By downloading the App and/or clicking the "agree" button on the Site or App's sign-up page, you (a) acknowledge that you have read and comprehended the Terms; (b) affirm that you are of legal age to enter into a binding agreement; (c) accept the Terms and agree to be legally bound by them; and (d) agree, unless you opt out, to resolve all disputes through binding arbitration in accordance with Section 23 of the Terms. If you do not agree to these requirements, please refrain from using the Services, deactivate your Account, and remove the App from your devices. For the purposes of Peer-to-Peer (P2P) contests, IBET Networks acts as a Neutral Facilitator and Escrow Service, providing the matching technology and secure payment environment for users to compete against one another.

2. IBET Networks reserves the right to amend or replace the Terms or Code of Conduct at its discretion, except for provisions related to binding arbitration and the waiver of class action rights. The most up-to-date version of the Terms and Code of Conduct can be located on the Site and App. Ongoing Contests will adhere to the version of the Terms that was in effect at the commencement of the Contest. Fraud, misrepresentation, cheating, theft, or any other improper conduct will be governed by the most recent version of the Terms.

It is your responsibility to periodically review the Terms and Code of Conduct for any changes. If a revision is considered substantial, IBET Networks will notify you via the App, Site, or email. Your continued use of the

Services following any modifications constitutes your acceptance of the updated Terms or Code of Conduct. IBET Networks retains the right to modify, suspend, or discontinue the Services, including Content, features, or databases, without incurring liability. Additionally, they may impose limitations or restrict access to specific features without prior notice.

### 3. License Grant:

In accordance with the provisions outlined in these Terms, IBET Networks hereby provides you with a restricted, non-exclusive, and non-transferable license to:

(a) Download, install, and employ the App for your personal, non-commercial purposes on handheld and mobile devices that you own or have lawful control over (collectively referred to as "Device"), strictly adhering to the guidelines provided in the App's documentation; and (b) Access, stream, download, and utilize the Services offered within or accessible through the Site or App on the aforementioned Device, strictly in accordance with the Terms.

### 4. Reservation of Rights:

You explicitly acknowledge and consent that the Services are provided to you under a license, as described in these Terms, and not sold. Under the Terms, you do not gain any form of ownership or any other rights in the Services except for the right to utilize the Services within the confines of the granted license, while adhering to all the specified terms, conditions, and limitations within the Terms. You are prohibited from:

(a) Altering the Content or employing the Content or Services for any commercial purpose, or any form of public display, performance, sale, or rental;

(b) Decompiling, reverse engineering, or disassembling the software Content, except to the extent expressly allowed by applicable law;

(c) Removing any copyright or other proprietary notices from the Content; or (d) Transferring the Content to any other individual.

IBET Networks, along with its licensors and service providers, maintains and reserves the complete right, title, and interest in and to the Content and Services, including all copyrights, trademarks, and other intellectual property rights related to them, except as explicitly granted to you within the Terms. IBET Networks holds the authority to assert and enforce the provisions stated in this Section 4, either on its own behalf or on behalf of relevant third parties. IBET Networks retains the right to terminate this license at any time should you breach these Terms. Upon termination, you are obligated to promptly eliminate any copies of the Content within your possession.

### 5. IBET Networks Account.

You may view Content on the Site or App without registering for an Account, but as a condition of using certain aspects of the Services, including entering Contests, Depositing (as defined below) and withdrawing funds or redeeming promo or bonus funds, you are required to create a IBET Networks account (“Account”). As of the Effective Date, Users must be at least eighteen (18) years of age to open an Account, unless a User resides in an Eligible Jurisdiction (as further defined below) that requires a higher age of eligibility, in which case the User must be at least the minimum age required by law in that Eligible Jurisdiction. It is your sole and ultimate responsibility as the User to provide honest and accurate information regarding your age and birthdate, and to know the minimum age to participate in Contests for the Eligible Jurisdiction in which you are located at any given time.

To sign up for an Account, you must submit a username, password, mailing address, phone number, driver’s license, and date of birth. You must provide accurate, complete, and updated contact information, identification details, and any other personal identifying information and/or form of authentication that IBET Networks may, in its sole and unlimited discretion, request, including, but not limited to, personal identifying, financial or banking information necessary for the purposes of: tax reporting, third party or regulatory audits, reports to any law enforcement or other governmental or quasi-governmental agency or otherwise to assist IBET Networks in the performance of its duties and obligations. To enter Contests that require an entry fee you will first need to deposit funds into your Account (“Deposit” or “Depositing”). In order to Deposit, you may be required to submit your billing information as well as additional personal, financial or baking information. If your Account information changes, then you must provide us with accurate and complete information. You may not use a username that promotes a commercial venture or a username that IBET Networks, in its sole

discretion, deems offensive or otherwise a violation of the Terms or Code of Conduct. IBET Networks may require you to change your username or may unilaterally change your username.

IBET Networks requires users to create an account to access certain services, including contests and fund transactions. Users must provide accurate and updated personal information, such as username, password, contact details, identification, and financial information. Mult Accounting, sharing accounts, or misusing the services is strictly prohibited and may result in the suspension or termination of accounts. IBET Networks may report such activities to relevant authorities and third parties. Each user can have only one account and must not control or use another person's account. Users are responsible for maintaining the confidentiality of their account and must promptly report any unauthorized use. Eligibility for contests requires being physically located in eligible jurisdictions and being at least 18 years old, unless a higher age is specified by the law. Users must meet eligibility requirements, including being a citizen or resident of the United States, not being on any restricted lists, and complying with the terms and conditions. IBET Networks reserves the right to verify eligibility and may withhold prizes or terminate accounts if the requirements are not met. Backup withholding tax obligations should be promptly reported to IBET Networks. Investigations may be conducted for compliance and fraud prevention purposes, and users can close their accounts and withdraw funds at any time, provided there are no pending investigations.

**5.1.** Account Misuse, Mult Accounting, Account Sharing You agree that the sole and specific purpose of creating an Account on IBET Networks is to participate in Contests. IBET Networks shall be entitled to suspend, limit, deactivate or terminate your Account, if we determine, in our sole discretion, that you are violating these Terms; violating or conspiring to violate any local, state or federal law or regulation; depositing funds without the intention of using them in Contests; violating, or causing IBET Networks to violate any agreement it has with any third party, including payment processors and other financial institutions; or otherwise abusing or misusing the Services in any way whatsoever.

We may also report such activity to relevant authorities and/or third parties (including, but not limited to, IBET Networks' vendors and partners, payment processors, banks, and credit card companies), and to fraud-prevention services whose networks are shared with other gaming operators, as described in section 4 of our Privacy Policy, and provide any and all of your personal, financial, banking or other information we possess or have access to. Each User may establish only one (1) Account. Users may not "co-own" or share Accounts. Users may not use or in any way control another person's Account. Users shall not direct, control, control or otherwise use another User's Account in any manner whatsoever, including as a proxy for the User's own Account, to make Contest entries, or to evade any restrictions, limitations or suspensions placed on the User's own Account. Further, Users may not use, direct, or control any Account other than their own for any purpose, including, but not limited to avoiding Account limits, suspensions, responsible gaming related limitations, evading other Account restriction(s) whether self-imposed or imposed by IBET Networks, or abusing promotional or bonus offerings, such as referral bonuses, for which each Account is eligible.

The Account misuses and duplications described in this Section 5 shall collectively be referred to as "Mult Accounting". Mult Accounting is a violation of these Terms and a violation of state law or regulation in many of the states in which IBET Networks operates. In the event that IBET Networks, in its sole and unlimited discretion, determines that you have committed Mult Accounting, then, in addition to any other rights that IBET Networks may have at law, equity or created herein, IBET Networks reserves the right to: (i) suspend or terminate any or all of your Accounts (and all other Accounts associated with the Mult Accounting); (ii) cancel any pending or in-progress entries made on the Accounts associated with the Mult Accounting; (iii) demand and/or seize all funds earned by you by participating in Contests during the time period of the Mult Accounting; (iv) terminate, withhold, or revoke the awarding of any prizes, including prizes that you have already withdrawn from your Account; (v) seize or remove all promotional balances, bonuses or free entries previously awarded to each Account(s); (vi) seize all real- money funds in the Account(s) at issue or earned by the User(s) at issue during the course of Mult Accounting; and (vii) report you to any relevant authorities for violation of state laws and regulations.

### 5.2. Account Confidentiality:

You bear the sole responsibility for safeguarding the confidentiality of your Account and password, as well as for controlling access to your computer or any other Device(s). You commit to assuming complete responsibility for all actions, fees, and harm incurred under your Account. Knowingly permitting another individual to use your Account for participation in a Contest constitutes a breach of these Terms. In the event that you detect an unauthorized use of your Account or become aware of any security breach related to your

Account, you must promptly inform IBET Networks. You agree that you are answerable for any activities conducted through your Account until such time as you close your Account or demonstrate that the security of your Account was compromised through no fault of your own. Failure to comply with this Section 5.2 absolves IBET Networks from any responsibility for losses or damages resulting from such non-compliance.

## 6. Eligibility for Contests:

In general, you can access the Site and App from any state, territory, or jurisdiction. However, to participate in Contests, you must be physically located within one of the states, territories, or jurisdictions where IBET Networks operates and provides its services to consumers, collectively referred to as "Eligible Jurisdictions," with each being an "Eligible Jurisdiction." A comprehensive list of Eligible Jurisdictions, subject to potential updates at the discretion of IBET Networks, can be found at www.ibetnetworks.com/where-you-can-play

The term "Excluded Jurisdiction(s)" refers to states, territories, and jurisdictions that do not qualify as Eligible Jurisdictions.

**6.1.** Age Restrictions As of the Effective Date, you must be at least eighteen (18) years of age to participate in Contests or win prizes offered through Contests.* You are responsible for consulting each Eligible Jurisdiction’s rules to determine the minimum age of eligibility, but in no instance may a User enter a Contest or be eligible to win a prize offered if the User is less than eighteen (18) years of age at the time of the Contest. *Users who are still 18 years of age as of the Effective Date but are otherwise eligible to be a User may continue to have an Account, Deposit, and enter Contests. Certain Eligible Jurisdictions have a more restrictive minimum age. In the following Eligible Jurisdictions, you must be of the age listed below to participate in Contests: Massachusetts - 21 years old

**6.2** General Eligibility By creating an Account, Depositing, claiming promo funds, or entering a Contest, you are representing and warranting that:

•you are eighteen (18) years of age or older (or the minimum age for permissible use in your local jurisdiction if such minimum age is greater than 18);

•you are a citizen or resident of the United States of America and you have an address in the United States of America;

•at the time of Deposit or Contest entry, you are physically located in an Eligible Jurisdiction;

•you are not listed on any governmental list of prohibited, restricted or self-excluded individuals related to gaming or gambling of any kind;

•you will abide at all times by these Terms, the Code of Conduct, and any other agreements between you and IBET Networks regarding your use of the Services or participation in Contests; and

•you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, (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.

You further agree and warrant that you will immediately notify IBET Networks prior to any payments if they become subject to backup withholding at any time. If IBET Networks, in its sole discretion, determines that you do not meet the eligibility requirements of this Section 6, then you are not authorized to use the Service. IBET Networks may require you to provide proof of eligibility according to this Section 6 prior to making an entry, receiving a prize or withdrawing funds. This includes requiring an affidavit of eligibility or other verification information.

If IBET Networks otherwise determines that you do not meet the eligibility requirements of this Section 6, in addition to any rights that IBET Networks may have in law or equity, IBET Networks reserves the right to terminate your Account, withhold or revoke the awarding of any prizes associated with your Account, limit your ability to withdraw funds or to work with your bank and other financial institutions and partners to claw back funds you previously withdrew from IBET Networks.

IBET Networks also reserves the right to withhold revoked prizes to use in furtherance of its compliance, fraud prevention or anti-money laundering efforts. We also may conduct investigations for compliance with the Terms or Code of Conduct, including anti-fraud and/or integrity checks on playing patterns and Deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. If there are no pending investigations on your Account, you may close your Account and withdraw your

Deposits and/or winnings at any time and for any reason.

## 7. Contests.

Once you've created an Account, you can visit the Site or App to browse and access the available Contests. While some Contests may be free to enter, others require an entry fee. All entry fees are predetermined, transparent, and provided in advance before you submit your entry. It is your responsibility to familiarize yourself with and comprehend the rules and entry fees associated with each Contest. The Rules for Contests, subject to potential updates at IBET Networks' discretion, can be located on the relevant link within the daily "Board" on the Site or App. If the Contest Rules conflict with these Terms, the Contest Rules will prevail in cases of conflict. Similarly, if the Contest Rules contradict any general rules found in the Site and App Help Center ("Full Rules"), the Contest Rules will take precedence in cases of contradiction. Please be aware that you must meet all eligibility criteria and adhere to any other relevant rules to enter a Contest or be eligible for Prize winnings. Specifically, due to restrictions in certain states, territories, and/or jurisdictions, residents of the Excluded Jurisdictions are not eligible to participate in our paid entry Contests. You authorize IBET Networks to withhold Prizes if there are suspicions that you did not fulfill all eligibility requirements. If, following an investigation, IBET Networks confirms your eligibility to participate and receive Prizes, then IBET Networks will provide your prize. Furthermore, if IBET Networks determines that you do not meet eligibility requirements after you have already received your Prize and/ or withdrawn Prize funds from your Account, then IBET Networks may, at its sole discretion, seize funds from your Account or request that your bank freeze the bank account where the funds were deposited and return such funds to IBET Networks.

**7.1.** Full Rules In instances where there may be a direct conflict between these Terms and the Full Rules, the Full

Rules control to the extent of the conflict. See Section 7 above for other interactions between the Full Rules and these Terms.

### 7.2. Entry Fee Entry fees vary from Contest to Contest.

When you choose to enter a Contest and complete the entry process, the requisite entry fee will be debited from your IBET Networks Account. All payments are final. No refunds will be issued.

**7.3.** Conditions for Entry To be eligible to enter any Contest or receive any prize, you may be required to provide IBET Networks with additional documentation and/or information to verify your identity as the Accountholder, and to provide proof that all eligibility requirements are met. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person named on the profile of the Account the entry was submitted, or if possession of the Account itself is contested and, in IBET Networks' sole opinion, sufficiently uncertain, the name in which the email address on file was registered with the email service provider. IBET Networks reserves the right not to award a Prize to an individual it believes in its sole discretion did not submit the winning entry. IBET Networks Employees shall be eligible to enter private, employee-only contests not open to the public, to the extent allowed by applicable law. These are not considered Contests under the Terms. By entering a Contest, you agree to be bound by the Terms, and the Contest rules and scoring as administered by IBET Networks, which shall be final and binding in all respects. If you engage in conduct or otherwise use any information IBET Networks deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other entrants, IBET Networks at its sole discretion may disqualify you from a Contest, refuse to award benefits or Prizes, and/or require the return of any Prizes. Except as otherwise provided herein, the following individuals are prohibited from entering a Contest:

•A IBET Networks employee (“Employee”) or any domestic partner or relative of the Employee who resides at an Employee’s residence, or otherwise in the same household as an Employee, including but not limited to parents, grandparents, in-laws, children, siblings, and spouses (an “Immediate Family Member”) if the Contest is public or requires an entry fee;

•An employee or operator of any daily fantasy sports contest platform including any that charges entrance fees or offers prizes, and any Immediate Family Member of any such person.

•An individual who has had access to any pre-release, confidential information or other information that is not available to all other entrants of a Contest and that provides the entrant an advantage in such a Contest, including any information from another daily fantasy sports contest platform, or information from a sports governing body, team, league, player, official, union representative, or agent (“Insider Data”);

•An employee of a sponsor, consultant, or supplier of IBET Networks or any other daily fantasy sports contest platform that has access to Insider Data or otherwise receives an advantage in the entrant's participation in a Contest.

•An employee, operator or consultant to a sports governing body, league, or team where such employee, operator or consultant is prohibited from participating in Contests by the governing body.

•A professional or collegiate athlete, sports agent, coach, team owner, team employee, referee or league official or employee, or an Immediate Family Member of a professional or amateur athlete, sports agent, coach, team owner, team employee, referee or league official or employee.

•A person prohibited from participating pursuant to court order, or any state-sponsored exclusion or self-exclusion list; or

•A person deemed ineligible, at the sole discretion of IBET Networks, because of violations of the Terms or Code of Conduct. Users further acknowledge that the forfeiture and/or return of any Prize shall not restrict IBET Networks from pursuing criminal or civil proceedings in connection with such conduct.

### 7.4. Contest of Skill – Paid Entry Contests:

Contests offered through the Services are skill-based Contests. Each of our Contests is governed by specific rules, subject to potential modifications over time, which are detailed in the Contest official rules and are included in these Terms through reference. Winners are determined based on objective criteria outlined in the Contest rules and associated documentation. Contest winners are individuals who utilize their skill and understanding of pertinent sports information and fantasy sports regulations to attain a winning outcome in accordance with the scoring rules for that Contest. The Services may not be utilized for gambling, sports betting, or any other form of chance-based gaming. In all Peer-to-Peer Arenas, IBET Networks maintains a market-neutral position. The Company does not set 'House Odds' and does not profit from a User's loss. IBET Networks' compensation is limited to a transparent, pre-determined Platform Facilitation Fee (Rake) collected for the use of the technology and escrow services.

### 7.5. Contest Results Prizes will only be awarded if a Contest is completed.

We reserve the right to cancel Contests at any time. In the event of a cancellation, all entry fees will be refunded to the entrants except as specifically provided in these Terms. After each Contest ends, the winners are announced (generally by the following day) but remain subject to final verification. Once winners are notified and prizes are awarded, the scoring results will not be changed regardless of any 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.

**7.6.** Prizes and awards offered for each Contest, referred to as "Prize" or "Prizes," will be established, disclosed, and provided to Users upon the creation of a new Contest through the "Contest Prize Table." These Contest Prize Tables are made available prior to IBET Networks opening the Contest for User entries. IBET Networks will diligently strive to ensure that all Prizes are distributed and deposited within forty-eight (48) hours after the conclusion of each Contest. At its sole discretion, IBET Networks may require Users to sign a separate release of claims as a prerequisite for receiving any prize, payout, or maintaining access to the IBET Networks platform. No substitution or transfer of Prizes is permitted except at our sole discretion. All Prizes are awarded as is and without warranty of any kind, express or implied, (including, without limitation, the implied warranty of merchantability or fitness for a particular purpose) by us. If a legal authority challenges the award and/or your receipt of a Prize, IBET Networks reserves the right in its sole discretion to revoke, cancel, suspend, substitute, or modify the award of such Prize. In all disputes arising out of the determination of the winner of its Contests, IBET Networks is the sole and final authority as to all determinations and adjudications of the results and/or winners of a Contest, and its actions are final and binding. You acknowledge and agree that should we, in our sole and absolute discretion, determine that you did not comply with and or adhere to the Terms or Code of Conduct, in any way, we may disqualify you from any Contest entered, in which case any prizes awarded to you as a result of said Contest will be immediately forfeited. You agree to cooperate with our efforts to reverse payments. All monetary winnings will be deposited directly into your Account. Any amounts that are mistakenly credited as winnings to your Account remain our property and will automatically be transferred from your Account upon confirmation of the error. Any amounts mistakenly credited to your Account that have been withdrawn by you before confirmation of

the error will constitute a debt owed by you. You grant IBET Networks the right to request that your bank freeze, seize and/or reverse any funds that were derived from amounts awarded in error by IBET Networks.

### 7.7. Contest Statistics, Live Scoring, and Third-Party Information Providers:

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Networks offers "live" statistics either before or during gameplay and/or Contest entry, it is important to note that all such "live" statistics, scoring, and other information provided through IBET Networks and associated sources are unofficial. Moreover, during specific Contests, IBET Networks may rely on third-party operators to provide "live scoring" for sporting events and matches. There may be occasions when you cannot access or view the most up- to-date information or "live scoring" for the relevant sporting event or match. Regardless of the cause of such information delays, IBET Networks will not be held liable for any delay in information provision or "live scoring."

IBET Networks may also furnish historical statistics when a User is selecting a Contest roster. These historical statistics are sourced from third-party operators. It is important to be aware that historical statistics offerings might contain errors or omissions due to various factors beyond IBET Networks' control. Users are encouraged to conduct their own research before creating a roster for Contest entry. Regardless of the reasons behind errors or omissions in historical statistics, IBET Networks will not be responsible for any User's reliance on such historical statistics. Please note that "live scoring," information, statistics, and their components are provided for informational and/or entertainment purposes only and are not used to determine Contest results. Neither IBET Networks nor its third-party providers offer any warranties or representations of any kind regarding the information provided through the App and/or Site and related information sources. IBET Networks and its third-party providers do not guarantee the accuracy, usefulness, or availability of any information transmitted or made available through the Site and related information sources. They shall not be held accountable for any errors or omissions in that information, nor shall IBET Networks be responsible for any errors or losses experienced by Users or any other issues arising from such information.

**7.8.** Stat Corrections IBET Networks makes every effort to ensure that accurate, up-to-date scoring is applied across all Contests. However, IBET Networks does not guarantee the accuracy of any scoring or stat corrections. Official scores and results will be posted at the conclusion of the sporting event or competition once it has been declared official and all official box scores and statistics are posted. Stat corrections posted by either IBET Networks' third-party data provider or the official league statistic provider more than thirty (30) minutes following the official conclusion of the sporting event or competition will not be retroactively applied to entries and not be taken into consideration for determining how to score the Contest.

**7.9.** Free Games and Promotional Prizes. IBET Networks may offer games that are free to enter, such as The Streak, the Bracket Challenge and free Salary Cap Showdown contests ("Free Games"). No Deposit or purchase is necessary to enter a Free Game. Free Games are promotions rather than paid-entry Contests: their rules, prize ladders and prize amounts are published in the App when the Free Game is offered, and IBET Networks may change, suspend or withdraw a Free Game or its prizes at any time for future play; the rules shown in the App on the day you play are the rules that apply to that play. A Free Game prize may be awarded as Promo funds, an entry token or cash. Promo funds and entry tokens are subject to section 9.5. A cash prize is credited to your Account balance and is subject to the same verification, eligibility and withdrawal provisions as any other winnings, and may be withheld, held or forfeited while your Account is suspended, restricted or under review, or if you are found to be in breach of these Terms. Where a prize is shared among every User who reaches the same milestone on the same day, or who ties for a leaderboard position, each receives an equal share. Results in a Free Game are determined from the same statistics and stat-correction rules as Contests (sections 7.7 and 7.8), and a result corrected within that window may change the outcome of a pick. Unless the rules of a Free Game say otherwise, one entry per User per day; Users who hold more than one Account or act in concert with other Users forfeit any Free Game prize. Free Games are void where prohibited by law.

**7.10.** Pick'em Entries and Prices. In a Pick'em Contest, each More or Less selection you make (a "Pick") carries a price, expressed as a multiplier, which IBET Networks sets by reference to the sports betting market at the time of your entry. The price of each Pick and the resulting payout of your entry are displayed on the entry slip before you submit the entry. Prices change as the market changes, and may also change in response to entries placed through the Services. If the price of any Pick changes between the time it is displayed and the time you submit, the entry will not be placed; the current price will be displayed for you to

accept or decline. Once an entry is placed, its payout is fixed at the prices and amounts displayed at submission and is not affected by any later change in price. If a Pick is removed from a placed entry under the Full Rules (for example, where a player does not play), the payout is recalculated from the remaining Picks at the prices at which they were placed. IBET Networks may offer more than one line for the same player and statistic at different prices, may limit the amount that may be entered on particular lines or by particular Accounts, and may limit the number of open entries containing the same Picks. Flex payouts are determined from the published Flex payout table adjusted by the prices of the Picks in the entry, as displayed on the entry slip.

## 8. Contest Disqualification and Cancellation.

Once your entry is submitted you may only cancel it: (i) within the cancellation window shown on the entry, which runs from the time the entry is placed; and (ii) if no athletes within your entry have started play, or if the only athletes whose games have started play have been marked Do Not Play (DNP). The cancellation window closes early if a game involving any pick in the entry begins.

## 8.1. No Refund All paid entry fees are final.

No refunds will be issued. 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 name the Account was registered.

**8.2.** Disqualification and Cancellation by IBET Networks Users may participate in Contests only as specified in the Terms and Code of Conduct. Failure to comply with these Terms or the Code of Conduct will result in disqualification and, if applicable, Prize forfeiture or seizure. IBET Networks, in its sole discretion, may disqualify you from a Contest or the entire Service, refuse to award Prizes, require the return of any Prizes, or suspend, limit, deactivate or terminate your Account if you engage in conduct IBET Networks deems, in its sole discretion, to be improper, unfair, fraudulent, in violation of the Terms or Code of Conduct or is 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; accumulating points, Contest wins 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; abusing the Service in any way; or otherwise violating these Terms. You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent IBET Networks from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct. We reserve the right, in our sole discretion, to cancel or suspend any Contest (or any portion thereof) for any reason whatsoever, including but not limited to, the safeguarding of the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof), including without limitation when a Contest Prize Table has been tampered with. We may provide you with notification of such cancellations or suspensions but will not be obliged to do so. In the event that a Contest is canceled altogether, no Contest entry fee will be payable by you and any amounts that were to be used for the purpose of entering the Contest will once again be made available to you via your Account.

## 9. Deposits and Withdrawals.

## 9.1. Deposits:

To participate in a Contest, you will need to make a deposit using any of the methods permitted on the Services. These funds will be credited to your Account upon IBET Networks' actual receipt of the funds. The minimum and maximum deposit limits may vary and can be influenced by factors such as your history with the Services, the chosen deposit method, deposit limits imposed by your state, territory, or jurisdiction, any self- imposed deposit limits you establish, and other considerations determined solely by IBET Networks. It is important to note that IBET Networks is not a bank, and the funds are not insured by any government agency. No interest is paid on the amounts deposited into your Account. Additionally, all payments into your Account must originate from a payment source in which you are the named Accountholder. Submitting payment through any payment method for which you are not the named account holder is a violation of these Terms. Furthermore, to be eligible to deposit funds and participate in Contests, you must not be subject to backup withholding tax by the IRS or any other government authority. By making a deposit or entering paid Contests, you agree to provide us with accurate and complete information, including your full name, mailing

address, date of birth, and any other details we may request to conduct identity verification checks and comply with applicable regulations. If necessary, you may be asked to provide appropriate documentation for identity verification. While your Account is pending verification, you may be able to make deposits and participate in Contests, but you will not be allowed to withdraw any funds from your Account until the verification process is completed. If we are unable to verify your identity, we reserve the right to suspend your Account and withhold any funds until successful verification is achieved. We may also conduct checks to ensure compliance with these Terms, including anti-fraud checks on your playing patterns and deposits before processing a withdrawal, and we may request additional information before approving a withdrawal.

If IBET Networks requests that a User completes and submits such an affidavit, and the User fails to do so within ten (10) days, or if IBET Networks determines that the User does not meet the eligibility requirements or is not in compliance with these Terms, IBET Networks reserves the right to close the entrant's Account and withhold or revoke any awarded prizes associated with that Account. In such a scenario, IBET Networks may distribute any withheld or revoked prizes to the other entrants in the relevant Contest in accordance with the Contest rules.

**9.2.** Charge Backs If any Deposit is charged back, any winnings generated from Contests shall be invalidated, forfeited and deducted from your Account balance or seized from any bank account into which you have deposited the Prizes. In addition, the amount of the initial Deposit will be invalidated, forfeited and deducted from the Account balance. If, following such deductions, your Account balance is in a negative balance, you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately. IBET Networks reserves the right to close your Account without notice should a Deposit be charged back. (a) Costs of recovery. Where a chargeback is determined to have been made without a good-faith basis, you are responsible for the fees charged to us by our payment processors and financial institutions in connection with it, together with reasonable costs of collection, and those amounts are added to the debt described above. (b) Forum. A dispute arising from a chargeback is a claim excluded from arbitration and from informal resolution under Section 23.2(8), and either party may bring it in a court of competent jurisdiction.

**9.3.** Credit Card Removal as a User, you will have two months from the date you create your Account to provide a preferred method of Deposit. You may request that a previously provided method of payment is removed from your Account no more than once (1) in any calendar month, and no more than five (5) times over any twelve-month span. Additionally, IBET Networks may remove any method of Deposit at any time at IBET Networks’sole discretion and determination.

### 9.4 Segregated Accounts and Escrow Facilitation.

When you Deposit or earn winnings, your Deposits and winnings after Contests are completed and held in a separate, segregated bank account (the “Segregated Account”) held by a third party for the benefit of the User. These funds are not commingled with any other funds, including, but not limited to, the funds of the Company, and the Company has in place policies and procedures to ensure that Segregated Account funds remain segregated. Vendors, players, and creditors shall be aware that the funds in the Segregated Account do not belong to the Company or any associated Company subsidiary or trustee, although the Company is entitled to income accruing on the Segregated Account. Further, funds held in the Segregated Account are not available to creditors of the Company. The funds in the Segregated Account belong to you and other Users, subject to review for verification or evidence of fraud or other prohibited conduct as described above, and IBET Networks may not use them to cover its operating expenses or for other purposes. IBET Networks serves as the Escrow Agent for all P2P contest entries. User entry fees are held in the Segregated Account in a 'Locked Escrow' state until the objective conclusion of the contest, at which point funds are released to the winning Peer(s) according to the pre-determined prize table.

You will not receive interest or other income on the Segregated Account. Players who believe that funds held by or their accounts with IBET Networks have been misallocated, compromised or otherwise mishandled, may register a complaint with IBET Networks online by emailing support@ibetnetworks.com. IBET Networks shall use its best efforts to respond to such complaints within ten (10) days. If IBET Networks determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons, therefore. If more information is required for the Company to process the complaint, the response will note the form and nature of the additional information needed.

**9.5.** Bonuses and Promotions From time to time, IBET Networks may provide you with promotional discounts or bonuses, for example, as an incentive to use the Services, to establish an Account, or to refer others to

sign up with IBET Networks. Such promotional programs may be governed by their own terms and conditions which will be presented at the time of such promotions. Unless otherwise provided, promotional discounts are non-transferable. Promo funds expire thirty (30) days after they are credited to your Account. When Promo funds are used for a Contest entry, the oldest Promo funds in your Account are used first, and any Promo funds that have not been used within thirty (30) days of being credited are removed from your Account. Promo funds credited to your Account before November 2, 2026 remain valid until December 2, 2026. Entry tokens and other promotional offers expire on the date shown in the App when they are issued.

Promo funds are site credits that have no cash value, are non-withdrawable, non-transferable, non-refundable. Entry fees are not included in winnings. If your contest entry with Promo Funds wins, only the winnings will be transferred to your cash balance at which time they may be withdrawn. For example, if a contest is entered with a $10 in Promo and wins $15, only the winnings of $15 will be credited to the customer's account, not the underlying $10 Promo.

### 9.6. Withdrawals:

You have the option to request a withdrawal of funds from your available cash balance in your Account at any time. Only you, as the Account holder, are authorized to make withdrawals from your Account. The minimum withdrawal amount is $5.00 (USD). If you have pending Deposits, you must wait until those funds have cleared before requesting a withdrawal. Deposits must be played through before they can be withdrawn: each cash Deposit you make must be entered into Contests, in cash, in at least the full amount of that Deposit after it was made before any withdrawal from your Account will be approved. Entries placed with Promo funds do not count toward this requirement. This is an anti-money-laundering control and applies to every Deposit, including a Deposit that received a deposit match or other promotion. IBET Networks may, at its sole discretion, approve a withdrawal before this requirement is met. A Deposit made in error will be returned to the payment method it came from rather than paid out as a withdrawal. Withdrawals can be processed as checks payable to you, ACH bank transfers to your account, or OCT transfers through an eligible credit card company's push payment solution. It's important to note that when making withdrawals from your Account, checks issued from the Account may bear the name of a subsidiary of the Company. You can initiate withdrawals of your cash Prize awards and cash Deposits by using the "Withdrawal" option on the Site or App.

IBET Networks has implemented security measures to prevent unauthorized withdrawals from User Accounts. In certain cases, you may be required to complete an affidavit of eligibility, a liability/publicity release (unless prohibited by law), Knowledge Base Authentication verification, and/or provide appropriate tax forms and forms of identification as requested by IBET Networks to process a withdrawal. If your identity and Account cannot be verified, IBET Networks will not release the funds from your Account. We may also conduct checks to ensure compliance with these Terms and Code of Conduct, including anti-fraud checks on your playing patterns and deposits before approving a withdrawal. We may request additional information either before allowing a withdrawal or at any time afterward if IBET Networks unilaterally determines that any such withdrawal(s) may have violated these Terms or any applicable federal, state, local, or international laws or regulations. Failure to comply with this requirement may result in disqualification and forfeiture of any Prizes, as well as all funds withdrawn via the Site or App, indefinitely. The processing of requested funds may take up to five (5) business days, but IBET Networks reserves the right to freeze your Account and/or delay a withdrawal request for a reasonable period while investigating reported or suspected abuse, fraudulent conduct, or any conduct that may cause the Company to violate applicable laws. In such cases, IBET Networks will notify you of the nature of the investigation. Furthermore, if IBET Networks, at its sole and unrestricted discretion, determines that you must submit tax reporting documentation related to the requested withdrawal, the processing of funds may take up to ten (10) business days.

If you do not receive your withdrawal within five (5) business days, please contact customer support. Checks issued for withdrawal requests are typically processed within 14 business days and are sent via U.S. Mail. If we close your Account due to a violation of these Terms, we reserve the right, at our sole discretion, to determine whether any transactions placed by you are void. If a Prize has been awarded on a closed account due to fraud, IBET Networks may withhold the Prize and award it to another participant in the Contest who would have won the Prize had that User not participated. Additionally, if you have previously withdrawn funds, whether they are Prizes or other monies not won through Contests, and IBET Networks, in its sole determination, determines that these funds were obtained in violation of these Terms and/or federal, state, local, or international laws or regulations, you grant IBET Networks the right to debit the bank account

to which these funds were deposited without reservation, until IBET Networks recovers the entire amount that you improperly withdrew. In such an event, we will first use your Account funds to cover the costs of administration and enforcement of these Terms. You must maintain an account at a bank that is a member of the Federal Reserve ACH System (the "Bank Account"). You expressly authorize us to debit and/or credit the Bank Account as described in these Terms. You further authorize us, along with our third-party payment processors and related banks, to process electronic funds transfers through the Bank Account you designate. You represent and warrant that you will always maintain a sufficient balance in your Bank Account to cover all obligations owed to us under these Terms. You also expressly waive all rights to dispute any attachment or other debt collection efforts undertaken by us, as well as our assigns, agents, and partners, in cases where you do not maintain a sufficient balance in your Bank Account to cover all obligations owed to us. Furthermore, you explicitly agree that we, our third-party payment processors, and related banks may debit any such Bank Account held by you or on your behalf to satisfy any obligations arising from or related to these Terms, the Site, App, or your use of IBET Networks Services, including, but not limited to, Deposits and Withdrawals. This authorization remains in effect even after the termination of these Terms and continues indefinitely until all your obligations to us have been fully paid, including those outlined in these

Terms. If you wish to revoke your authorization for us to debit the Bank Account, you must submit a written request in accordance with the notice provisions specified in these Terms, at least twenty-four (24) hours before the origination of any entry or transaction permitted by these Terms. You may not submit any such notice to revoke authorization for us to debit the Bank Account after initiating the withdrawal.

### 9.7. Inactive Accounts:

Subject to applicable law, if your Account remains inactive for twelve (12) consecutive months, meaning you have not entered a Contest, made a Deposit or a Withdrawal, or submitted a support ticket during that time, your Account will be classified as inactive, referred to as an "Inactive Account." If an Inactive Account holds a balance, IBET Networks will contact you at the email address on the Account and ask you to withdraw the balance or resume play. IBET Networks does not charge any fee on Inactive Accounts and does not take dormant balances. Where we are unable to reach you, funds are held and handled in accordance with applicable unclaimed property law.

To the extent permitted by law, we also reserve the right to transfer the funds in the inactive Account to an account payable and suspend any further account statements. If we haven't had sufficient contact with you regarding an Inactive Account within the period specified by state law, your Account may be considered abandoned, referred to as an "Abandoned Account." Funds in Abandoned Accounts will be reported and remitted in accordance with state law. Once the funds have been turned over to the state, we have no further liability to you for those funds. If you wish to reclaim such funds, you must comply with applicable laws governing the process.

**9.8.** U.S. Dollars All Deposits and withdrawals will be denominated in U.S. dollars unless otherwise expressly stated. If you make a Deposit that is denominated in a currency other than U.S. dollars, please be aware that the funds will be converted into U.S. dollars by our Payment Processors (defined below) or your financial institution and you may be charged a service fee for such conversion. Please also be aware that our Payment Processors and/or your financial institution may use different conversion rates for deposit, withdrawal, and refund transactions. The conversion rate used is not under our control and we recommend that you contact your financial institution directly for more information.

### 9.9. Taxation:

Winners of Contests are solely responsible for all taxes associated with the receipt of any Prize. If the awarding of Prizes to winners is legally challenged, IBET Networks reserves the sole discretion to decide whether to award such Prizes. Each year, winners who have won $600 or more during the previous year must provide updated address and social security details to IBET Networks. These details are used to comply with tax regulations and may be shared with appropriate tax and/or law enforcement authorities at IBET Networks' discretion.

IBET Networks may be required to submit a Form 1099-MISC, Miscellaneous Income (Form 1099), or other appropriate tax form to the IRS for any person who wins more than $600 (USD) on the Site each year. Depending on your jurisdiction, you may be required to complete a Form W-9, Request for Taxpayer Identification Number (TIN) and Certification, and/or additional tax forms. Failure to provide the necessary tax information may result in the suspension of your account activity until the required forms are provided.

IBET Networks may withhold the necessary amounts required by law.

You are responsible for filing and paying all federal, state, and other taxes in accordance with the laws applicable in your jurisdiction. If you fail to provide the requested tax information, you indemnify and hold harmless IBET Networks from any resulting liability, lawsuit, judgment, or other actions arising from this failure. IBET Networks does not provide tax advice, and the information in these Terms should not be considered tax advice.

**9.10.** Third-Party Payment Processor IBET Networks uses third-party electronic payment processors and financial institutions (“Payment Processor(s)”) to process Deposits and/or payments for services or products offered via the Services. The information that we provide to and receive from these Payment Processors and the way such information is used and disclosed is described in further detail in the Privacy Policy. You irrevocably authorize us, as necessary, to instruct such Payment Processors to handle payments and you irrevocably agree that IBET Networks may give such instructions on your behalf in accordance with your requests as submitted through the Services. You agree to be bound by the terms and conditions of each applicable Payment Processor, and in the event of a conflict between these Terms and the Payment

Processors' terms and conditions, then these Terms shall prevail. You further agree that IBET Networks is not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with your use of the Services, except because of the recklessness or wanton disregard of IBET Networks or its employees.

## 10. Indemnification.

You agree to indemnify, defend and hold harmless IBET Networks, its parents, subsidiaries, affiliates, and agents, as well as the officers, directors, employees, shareholders, and representatives of the foregoing entities, from and against any and all losses, damages, liability, claims, settlements, injury to all persons and property, and costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) as incurred, resulting from, arising out of, or related to, your participation in a contest, your use of the Services, Site, App, or content, our use of information that you submit to us, any misrepresentations made by you, your breach or violation of the Terms, your infringement of any intellectual property or other right of any other person or entity, the receipt, ownership, use or misuse of any prize, and any claims, judgments, prosecutions, regulatory or administrative actions taken by a local, state, or federal government as a result of your use of IBET Networks and its platforms to violate a local, state, or federal law or regulation. IBET Networks or an affiliate will provide you with prompt written notice of a filed claim and permit you to control the defense, settlement, adjustment, or compromise of the claim, but IBET Networks may, at its sole discretion, elect to solely control the defense, settlement, adjustment, or compromise of the claim, in which event: (A) you agree to cooperate with IBET Networks’ sole control and provide any assistance that may be reasonably necessary, and (B) you shall not be relieved of your indemnification and hold harmless obligations under this Section 10. IBET Networks may employ counsel at its own expense to assist it with respect to the claim, but if such counsel is necessary because of a conflict of interest of either you or your counsel, or because you do not assume control of the claim, you will bear the expense of such IBET Networks-employed counsel. IBET Networks shall have no authority to settle a claim on your behalf.

## 11. Marketing Cooperation:

If you participate in a Contest or IBET Networks promotion and win a Prize or advance to subsequent rounds, you agree to cooperate in advertising, marketing, and publicity activities and materials produced or arranged by IBET Networks at its expense. This includes wearing any branded clothing or attire provided by IBET Networks and signing an irrevocable release form that allows IBET Networks to use your name, photograph, likeness, location, comments attributed to you, and any audio/visual recordings or broadcasts for promotional purposes worldwide, without compensation.

During events hosted or arranged by IBET Networks, you agree not to use third-party branding or advertising for any organization that is considered a competitor by IBET Networks. You also agree not to engage in conduct that could, in IBET Networks' reasonable opinion, tarnish its reputation or the reputation of its affiliates or brands. Breach of this requirement may result in the non-awarding of a Prize or the request for the return of a Prize. Regarding any submissions or entries, you make during your participation in a Contest or IBET Networks promotion, you declare that the material is your original work and does not infringe on the intellectual property or other rights of any person. You agree to assign all rights, including intellectual property rights, for such material and waive any moral rights that may exist. You also agree to execute all

necessary documents and take other reasonable actions to ensure IBET Networks' ownership of such material and its ability to fully use and exploit it.

## 12. Service Availability:

You acknowledge that the Services may experience interruptions or events beyond our control. While we make reasonable efforts to keep the Services accessible, they may become unavailable from time to time due to various reasons, including routine maintenance. Additionally, interruptions on third-party sites that affect your use of the Services may occur, and we cannot prevent or correct such events. These interruptions or events beyond our control do not entitle you to demand a full or partial refund of any prepaid fees. IBET Networks may use technological means to limit access to the Services in Excluded Jurisdictions. If you attempt to Deposit or participate in a Contest while located in an Excluded Jurisdiction, you may violate the law of that jurisdiction and these Terms. As a result, your Account may be suspended or terminated, Deposits made while in an Excluded Jurisdiction may be returned to you, entries may be voided and refunded, and Prizes won may be refunded, voided, and returned to IBET Networks. You agree that we cannot be held liable if the laws applicable to you restrict or prohibit your participation. We do not make any implicit or explicit representations or warranties about your legal right to participate in any offered service, and no person affiliated with us has the authority to make such representations or warranties. We do not intend for the Site, App, and Services to be used by individuals in jurisdictions where fantasy sports contests may be prohibited or restricted.

## 13. Use of Personally Identifiable Information.

You acknowledge that when you download, install, or use the App, Site or access the Services through another device, IBET Networks may use automatic means (including, for example, cookies and web beacons) to collect information about your devices and about your use of the Services. You also may be required to provide personally identifiable information about yourself as a condition of downloading, installing, or using the Services. All information we collect through or in connection with the Services is subject to the Privacy Policy, which is expressly incorporated herein, located at https://www.IBET Networks.com/ privacy-policy. You further acknowledge that by providing your cell phone number to IBET Networks you consent to receive non-marketing and informational text messages from time to time. Consent is not a condition of service.

## 14. Carrier Fees.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with or related to your use of the Services. IBET Networks assumes no liability or responsibility for the payment of any charges you may incur.

## 15. App Updates:

IBET Networks may, at its discretion, develop and provide Updates for the App, which can include enhancements, bug fixes, patches, error corrections, and new features (collectively referred to as "Updates"). These Updates may also modify or remove certain features and functionality. You acknowledge that IBET Networks is not obligated to provide Updates or maintain specific features or functionality. Depending on your Device settings and internet connectivity, the App may either automatically download and install available Updates or prompt you to do so. It is your responsibility to promptly download and install all Updates, and you understand that the App or its components may not function correctly if you fail to do so. You also agree that all Updates are considered part of the App and are subject to these Terms.

## 16. Rules and Prohibited Conduct:

You agree to use the Services in compliance with these Terms, the Code of Conduct, and applicable federal, state, local, and international laws and regulations. The Services are intended for your personal, non-commercial use only. You are responsible for all your activities while using the Services and agree not to engage in any of the prohibited conduct listed below:

(a) Copy the Services, except as allowed by the license in Section 16 of the Terms.

(b) Sell, share, co-own, or transfer your Account.

(c) Create derivative works or improvements of the Services.

(d) Attempt to access the source code of the Site or App.

(e) Remove or obscure any trademarks, copyrights, or other intellectual property notices.

(f) Share, sublicense, assign, distribute, or otherwise make the Site or App available to third parties. (g) Circumvent or disable any copy protection or security features.

(h) Impersonate another person or misrepresent your identity or affiliation.

(i) Use the App in violation of any applicable laws.

(j) Engage in any conduct that restricts or inhibits others' use or enjoyment of the Services or harms IBET Networks or users.

(k) Overload, damage, or impair the Site or App.

(l) Use automated means to access the Site or App or its content.

(m) Introduce malicious software or other harmful material.

(n) Attempt unauthorized access or interfere with the Site or App.

(o) Launch a denial-of-service attack.

(p) Interfere with the proper functioning of the Site or App.

If IBET Networks determines that you have violated these rules, we may prohibit your current and future use of the Services. We may also investigate and take legal action against violations, including seeking damages and cooperating with law enforcement if necessary. Deliberate damage to the Site or App or attempts to disrupt Contests may result in legal consequences. IBET Networks reserves the right to seek remedies to the fullest extent permitted by law in such cases.

## 17. Term and Termination:

These Terms and the Code of Conduct are effective from the Effective Date and remain in effect until replaced by new versions, which become effective on their respective effective dates. You, as a User, are subject to the version in effect at any given time, except as provided otherwise in the Terms. IBET Networks can terminate these Terms and the Code of Conduct at any time without notice and may cease supporting the Services at its sole discretion. Such termination will not limit IBET Networks' rights and remedies under the law.

You have the right to cancel your Account at any time through your Account settings or by emailing us at the provided contact information. Refunds are not provided unless stated otherwise in the Terms. IBET Networks may suspend or cancel your Account without notice or refund if you violate these Terms. If your Account is canceled, IBET Networks can remove your Account information and settings from its servers without liability or notice. Once this information and settings are removed, you may not be able to recover them, and you may lose access to your Content (except Content stored/published on third-party websites as per their terms and conditions). Termination of your Account also terminates your license to use IBET Networks' Content, and IBET Networks is not obligated to provide you with continued access to the Services. Certain provisions of these Terms, including ownership, warranty of disclaimers, indemnity, and limitations of liability, will survive termination. IBET Networks retains rights to any User Content created before termination.

## 18. Advertisements and Third-Party Sites.

The Services may contain third party advertisements and/or sponsorships. The advertisers and sponsors that provide these advertisements or sponsorships are solely responsible for ensuring that the materials submitted for inclusion on the Services are accurate and that they comply with all applicable laws. We are not responsible for the acts or omissions of any sponsor or advertiser. Additionally, the Services may permit you to link to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to you. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with IBET Networks. Your dealings with third parties are solely between you and the third parties. You agree that IBET Networks will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from, third parties found on or using the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. You agree that IBET Networks shall not be responsible or liable for any loss or damage of

any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services.

## 19. Responsible Gaming:

The Company has the discretion to determine if you are engaging with the platform responsibly, following the Company's policies and procedures. Users can set responsible gaming limits and self- exclude. However, the Company may impose stricter limits than required by law or by the User's request to promote responsible gaming.

Attempting to evade or assist others in evading responsible gaming controls, including self-exclusion, is a violation of these Terms. The Company has the right to deactivate Accounts and report violations to relevant authorities. In cases of contravention of responsible gaming controls, the Company can take various actions, including voiding entries, seizing deposits, retaining winnings and Prizes, removing promotional or bonus funds, and reversing or freezing withdrawals. You agree to indemnify the Company against any legal actions, liabilities, damages, or injuries resulting from your evasion of responsible gaming limits and restrictions. This section does not limit other remedies or relief provided to the Company in these Terms.20. IBET Networks Intellectual Property and User Content.

## 20.1. Intellectual Property Ownership:

IBET Networks holds the appropriate license or ownership of all rights, including intellectual property rights, related to the IBET Networks technology, which includes the Services. IBET Networks does not seek unsolicited ideas or submissions from Users regarding products, technology, marketing, or any other aspects of its business. If you submit an unsolicited idea to IBET Networks, it becomes the property of IBET Networks, and you have no claim to it. IBET Networks may choose to use or not use the idea at its discretion, and no compensation will be provided to you. These actions do not grant you ownership rights in the Services, IBET Networks technology, or IBET Networks' intellectual property. The IBET Networks name, logo, and associated product names are trademarks owned by IBET Networks or its licensors, and no right or license is granted to use them.

## 20.2. User Content and Copyright Policy:

The Services allow you to post or upload user-generated content (User Content). You are solely responsible for the User Content you submit and agree not to submit content that violates the rights of others or these Terms. This includes content that is false, defamatory, hateful, sexually explicit, violates any law, advocates for violence, or infringes on the intellectual property rights of others.

IBET Networks may remove User Content at its discretion. If you believe that material on the Services infringes your copyright, you can submit a written DMCA Notice to our designated copyright agent. This notice must include specific information outlined in the Digital Millennium Copyright Act (DMCA). If you knowingly misrepresent that material was removed by mistake, you may be held liable.

If your content has been removed and you believe it was a mistake or misidentification, you can file a Counter- Notice. This notice must include specific information as required by the DMCA. IBET Networks may restore removed content if the original complainant does not take legal action within ten business days. IBET Networks may disable or terminate the accounts of repeat infringers. Our designated copyright agent can be contacted at support@ibetnetworks.com.

It's important to follow these procedures when dealing with copyright claims and disputes related to User Content.

## 21. Warranty Disclaimer:

IBET Networks provides the Services on an "as is" and "as available" basis. IBET Networks and its affiliated companies, including their officers, directors, employees, and representatives, disclaim all warranties, whether express or implied, including but not limited to warranties of non-infringement, merchantability, fitness for a particular purpose, satisfactory quality, security, accuracy, availability, use of reasonable care and skill, and non-infringement.

IBET Networks does not guarantee that the Services will meet your requirements, be uninterrupted, timely, secure, error-free, or free of viruses or bugs. IBET Networks also does not guarantee the accuracy or reliability of results obtained using the Services, and any errors in the Services may not be corrected.

You download or use any material, content, or information from the Services at your own risk, and you are responsible for any damage to your computer system or loss of data that may result from such downloads or use. Any advice or information obtained from IBET Networks through the Services does not create any warranty not expressly stated in these Terms.

In summary, your use of the Services is at your own risk, and IBET Networks disclaims all warranties to the fullest extent permitted by law.

### 22. Limitation of Liability:

IBET Networks and its affiliates, as well as their directors, employees, agents, partners, suppliers, and content providers (referred to as the "IBET Networks Group"), shall not be liable under any legal theory, including contract, tort, negligence, or any other equitable theory, for:

1. Lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind.

### 2. Any bugs, viruses, Trojan horses, or similar harmful elements, regardless of their source.

3. Any action taken in connection with an investigation by IBET Networks or a law enforcement authority regarding your use of the Services or any copyright-related matters.

### 4. Any errors or omissions in the technical operation of the Services.

The total liability of the IBET Networks Group shall not exceed one hundred dollars ($100.00). This limitation of liability is cumulative and applies to all claims collectively, rather than per incident.

Please note that this limitation of liability may not apply in some jurisdictions where certain exclusions or limitations are not permitted by law. If you are in such a jurisdiction, the liability of the IBET Networks Group will be limited to the extent permitted by law.

In summary, the IBET Networks Group's liability is limited to the greatest extent permitted by applicable law, and they shall not be liable for indirect, incidental, or consequential damages.

### 23. Dispute Resolution, Arbitration, and Class Action Waiver.

PLEASE READ THIS SECTION 23 CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT

TO FILE A LAWSUIT IN COURT

### 23.1. Informal Resolution:

In case of any problem or dispute with IBET Networks, both you and IBET Networks are committed to resolving the issue through an informal dispute resolution process before pursuing formal remedies. Here's how the informal resolution process works:

1. You must send a written description of your problem or dispute (the "Informal Resolution Request") to IBET Networks within thirty (30) days of the issue arising. You can do this by sending an email to support@ibetnetworks.com.

2. Both parties (you and IBET Networks) agree to meet and confer personally, by telephone, or by videoconference (referred to as "Conference") to discuss the dispute and attempt in good faith to reach a mutually beneficial resolution.

3. If you have legal representation, your attorney may participate in the Conference, but you agree to fully engage in the Conference. Likewise, if IBET Networks is represented by counsel, their attorney may participate, but they agree to have a company representative fully participate as well.

4. The statute of limitations and any filing fee deadlines will be paused while the informal dispute resolution process and Conference are ongoing.

5. If an agreement to resolve the dispute is not reached within sixty (60) days of initiating this dispute resolution process, either party (you or IBET Networks) may proceed with arbitration as outlined in the following provisions, file a claim in small claims court, or file a claim for injunctive or equitable relief in an appropriate court for intellectual property matters.

### 6. Exception.

This Section 23.1 does not apply to any claim excluded from arbitration under Section 23.2(8). Either party may bring such a claim in a court of competent jurisdiction immediately, without notice, conference, or waiting period, and nothing in this Section 23.1 delays either party from seeking injunctive or other equitable relief at any time.

This informal resolution process is designed to facilitate the resolution of disputes without the need for formal legal actions, such as arbitration or litigation.

### 23.2. Binding Arbitration Proceeding:

You and IBET Networks have agreed to resolve all disputes, claims, or controversies between you through arbitration. This Agreement to Arbitrate covers a broad range of disputes, including those related to these Terms, your use of the Services, and any issues that may arise after the termination of these Terms. Here are the key details of the arbitration process:

1. You must initiate arbitration by sending a letter requesting arbitration and describing your claim to IBET Networks' registered agent at the provided address.

2. The arbitration will be conducted by JAMS, an alternative dispute resolution provider. The specific rules for arbitration will depend on the value of the dispute.

3. You may choose to have the arbitration conducted by telephone, videoconference, in person in your hometown area (if in the United States), or at another mutually agreed-upon location.

4. The arbitrator has the authority to decide the rights and liabilities of both parties, including awarding monetary damages and non-monetary remedies.

5. Claims and disputes must be arbitrated on an individual basis and cannot be consolidated or combined with the claims of other users or entities.

6. You and IBET Networks waive the right to sue in court and have a trial by a judge or jury for covered claims, instead electing to resolve disputes through arbitration.

7. You have the option to opt out of the arbitration and class action waiver provisions within 30 days of your first use of the Service by sending written notice to the provided address. If you opt out, IBET Networks will also not be bound by these provisions.

### 8. Claims excluded from arbitration.

Notwithstanding any other provision of this Section 23, the following claims are excluded from arbitration and from the informal resolution process in Section 23.1, and may be brought by either party in a court of competent jurisdiction: (a) claims of fraud, fraudulent inducement, intentional misrepresentation, theft, conversion, or unjust enrichment; (b) claims arising from a chargeback, payment reversal, or disputed transaction, including any claim to recover amounts owed under Section 9.2; (c) claims of infringement or misappropriation of intellectual property; (d) claims for injunctive or other equitable relief; and (e) claims within the jurisdiction of a small claims court.

This exclusion applies equally to both parties and to any claim of a type listed above, whichever party brings it. Neither party is required to mediate a claim excluded under this provision.

Whether a claim falls within this Section 23.2(8) is to be decided by a court and not by an arbitrator. If a proceeding includes both excluded and non-excluded claims, the excluded claims may proceed in court and the remaining claims shall be arbitrated; neither party waives arbitration of the remaining claims by litigating the excluded ones.

9. The Agreement to Arbitrate will survive the termination of your relationship with IBET Networks. This Agreement to Arbitrate is a legally binding agreement, and you should carefully review its terms. By using the Services, you agree to these arbitration provisions.

### 24. Assignment.

According to these Terms, you are not permitted to assign the Terms, either in whole or in part, for any reason. The Terms are binding on both parties and will apply to their heirs, executors, administrators, successors, and assigns.

However, IBET Networks reserves the right to assign the Terms or delegate any of its rights or obligations, in whole or in part, to a third party, including a successor in interest, without requiring your written consent. This means that IBET Networks has the flexibility to transfer its rights and obligations under these Terms as it sees fit. In summary, you cannot assign these Terms, but IBET Networks can do so.

25. These Terms, along with any other referenced materials, serve as the complete and exclusive agreement between you and IBET Networks concerning the Services. They replace and take precedence over all prior or contemporaneous agreements, representations, warranties, and understandings, whether they were oral, written, or electronic, related to the Services and govern your future relationship with IBET Networks. If a court, in a final and unappealable decision, determines that any provision of these Terms or its application to any person or circumstance is invalid, illegal, or unenforceable, that particular provision will be deemed severed from these Terms. However, the remainder of these Terms will remain unaffected and continue to be valid, legal, and enforceable. This means that the unenforceable portion will be removed, but the rest of the agreement will still stand.

26. IBET Networks does not claim that the materials on the Services or the products described or offered are suitable or accessible for use in areas outside the Eligible Jurisdictions, nor do these Terms necessarily comply with the laws of any country other than the United States. Accessing and engaging in the Services is not allowed in regions where the Content and participation are unlawful. If you choose to access the Services from locations outside the Eligible Jurisdictions, you do so voluntarily, and you are responsible for adhering to local laws. You agree not to access the Services from any jurisdiction where the Content and participation are against the law, and you understand that your compliance with applicable local laws is your responsibility. IBET Networks retains the right, at its sole discretion, to restrict the availability and access to the Services for any individual, geographic area, or jurisdiction it deems appropriate.

### 27. Governing Law.

These Terms, along with any additional rules, policies, or guidelines incorporated by reference, will be governed by and construed in accordance with the laws of the State of California and the United States, without regard to any principles of conflicts of law. These Terms will not be governed by the Uniform Computer Information Transaction Act or the United Nations Convention on Contracts for the International Sale of Goods.

Regardless of your location or country of residence, whether inside or outside of the United States, you agree that IBET Networks and its Services are considered passive and do not establish personal jurisdiction over IBET Networks or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, or shareholders, either in specific or general terms, in any jurisdiction apart from the State of California. You consent to and submit to the personal jurisdiction of the state or federal courts located in the City and County of San Francisco, California for any legal action or equity dispute arising from or related to these Terms or your use or non- use of the Services. You irrevocably waive any right to a trial by jury in any dispute, action, or proceeding.

### 28. Limitation of Time to File Claims.

Any cause of action or claim you may have arisen out of or relating to these Terms or the Services must be commenced within one (1) year after the cause of action accrues, otherwise the parties agree that such cause of action or claim is permanently barred.

### 29. 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.

### 30. No Waiver; Conflicts.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable to other terms or agreements, the terms of these Terms shall govern.

### 31. Force Majeure.

The failure of IBET Networks to comply with any provision of these Terms due to an act of God, hurricane, tornado, war, fire, riot, earthquake, terrorism, pandemic, health emergency (whether or not officially declared by a government authority), act of public enemies, actions of governmental authorities outside of the control of Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

## 32. Notice Policy and Your Consent.

Under these Terms, you are entering into an agreement with the Company, iBET Networks, LLC. It's important to note that this agreement is between you and the Company, and not as an agent for any other IBET Networks Group company. Unless otherwise permitted, the obligations outlined in these Terms are solely between you and the Company.

IBET Networks may provide notices through various means, including general notices on the Services, electronic mail to the email address you have on record in your IBET Networks Account, or written communication sent by first-class mail or pre-paid post to your address on record in your IBET Networks

Account. Notices will be considered effective upon the expiration of 48 hours after mailing or posting (if sent by mail) or 12 hours after sending (if sent by email).

If you need to contact IBET Networks regarding these Terms or any related matters, you can reach out to them at the following address: iBET Networks, LLC One Embarcadero Ctr, Suite 1200 San Francisco, CA 94111 Email: support@ibetnetworks.com Feel free to use this contact information if you have any questions or concerns about these Terms or any other issues related to IBET Networks' services.

Exhibit A IBET Networks The Member Code of Conduct for IBET Networks outlines the standards and values expected from participants in the IBET Networks community. These guidelines are in place to maintain a positive and respectful environment for all members. Here is a summary of the key points in the Member Code of Conduct:

1. **Positive Interactions**: Members should always engage in a positive and respectful manner when interacting with other IBET Networks members and staff, avoiding abusive, unprofessional, bullying, or demeaning behavior or language.

2. **Communication Channels**: Members should direct communications with IBET Networks staff through official IBET Networks accounts and not contact staff directly at their personal addresses, social media accounts, or other locations.

3. **Protection of Minors**: Members should not encourage, facilitate, or tolerate the participation of minors or individuals prohibited from playing in IBET Networks fantasy contests. Any such behavior should be reported immediately.

4. **Fair Play**: Members should not use non-public information or attempt to improperly influence athletes or officials to gain an unfair advantage in IBET Networks fantasy contests.

5. **Responsible Gaming**: Members are encouraged to use responsible gaming tools provided by the platform, such as setting account alerts, entry limits, deposit limits, and timeouts when necessary. 6. **Self-Exclusion**: If a member is unable to play responsibly, they should seek self-exclusion through IBET Networks' self-exclusion program.

7. **Reporting Irresponsible Play**: Members should report any instances of irresponsible play by others in the community to IBET Networks.

8. **Avoiding Disparagement**: Members should refrain from making disparaging remarks about IBET Networks or other community members in online, public comments.

9. **Community's Best Interests**: Members should act in the best interests of the community and work to protect and preserve the mission on which the community is based.

By adhering to these guidelines, members contribute to a respectful, fair, and enjoyable environment within the IBET Networks community.