

Terms of Use

Thank you for visiting vigitapp.com (the “Website”) and/or accessing or using the Vigit Mobile Application (the “App”), which are owned and operated by Vigit Technologies, LLC (“Vigit”). These terms and conditions (“Terms of Use”) govern your access to and use of the App and the Website as well as the content, functionality, goods and/or services offered through the App and the Website. Throughout these Terms, the terms “we,” “us,” and “our” refer to Vigit and the terms “you” and “your” refer to any visitor to or user of the Website and/or the App.

These Terms of Use are effective as of: June 12, 2019

Please carefully read these Terms of Use before you start using the Website or the App. By accessing the Website or by downloading, installing, or using the App, you agree to be legally bound, without limitation or qualification, to these Terms of Use. If you do not agree to one or more provisions in these Terms of Use please: (i) immediately exit and make no further use of the Website and (ii) either refrain from downloading, installing or using the App, or delete the App from your mobile device.

Access to and use of the Website and the App, are subject to all applicable laws and regulations, these Terms of Use and Vigit’s Privacy Policy (located at https://vigitapi.com/faqs/privacy_policy) which set forth the legally binding terms related to your access and use of the Website and the App.

Subject to these Terms of Use, the Website and the App allow you to: (i) create an account with Vigit (your “Vigit Account”) and to login to your Vigit Account using your mobile phone number and password; (ii) Post content on your Vigit Account; (iii) where permitted by applicable law, participate in free-to-play social gaming, including our free-to-play educational peer-to-peer sports prediction simulator feature; (iv) invite your mobile phone contacts to participate in the App or the Website; and (v) send messages to and receive messages from other users.

You Must Be At Least 18 Years of Age

By using and/or registering or on or through the Website or the App, you certify that you are at least eighteen (18) years of age and over the age of majority and of age to form a binding contract in the state in which you live. If you are under 18 years of age you must immediately exit and make no further use of the Website, and either refrain from downloading, installing or using the App, or delete the App from your mobile device. If you are a resident of Nevada or Washington State, you are prohibited from and shall not create a Vigit Account or participate in any activities on any Vigit Account. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Vigit specifically does not encourage, support or condone illegal and/or underage sports gambling. We reserve the right at any time to request from you evidence of your age in order to ensure that persons under 18 years of age are not using the Website or App. We further reserve the right to suspend or cancel your Vigit Account and exclude you, temporarily or permanently, from using the Website and App if you do not provide satisfactory proof of age or if we suspect that you are underage.

Vigit does not intend for the Website or App or any features, content, or offerings made available thereon to be used by persons present in any jurisdiction in which participation may be prohibited or restricted by applicable law. You agree that the availability of the Website and App does not constitute an offer, solicitation or invitation by Vigit for the use of the Website and App in any jurisdiction in which such activities are prohibited or restricted. If you choose to access the Website or the App, you do so at your own risk. You hereby agree that Vigit cannot be held liable if laws applicable to you restrict or prohibit your participation in using or accessing the Website, the App, or any content, feature, or offering

available thereon. If you open a Vigit Account and/or participate in the games available on the Website or App while located in a jurisdiction that prohibits such activities, you will be in violation of the law of such jurisdiction and these Terms of Use, and subject to having your Vigit Account suspended or terminated without prior notice.

Self-Exclusion

By using and/or registering on or through the Website or the App, you certify that you are not currently self-excluded from any online or mobile gambling site and that you will inform Vigit immediately if you enter into a self-exclusion agreement with any gaming or gambling provider.

Your Vigit Account

If you want to access certain features offered by Vigit, you must create a Vigit Account on the Website or the App. You may do so by entering your mobile phone number and responding to a verification code we will send you via text message. You hereby consent to receiving a verification code via text to your mobile phone number by providing Vigit with your mobile phone number for the purposes of opening a Vigit Account and accessing or using the features made available on the Website and App. Each person may only establish and maintain one (1) Vigit Account. Multiple accounts are not permitted.

If you choose to create a Vigit Account, you must treat your user name, password or any other piece of information related to your Vigit Account as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Vigit Account is personal to you and agree not to provide any other person with access to the Website or App, or portions thereof using your user name, password or other security information. You are responsible for all activity performed and transactions entered into on or through your Vigit Account, and you agree that we may treat any activity performed or transaction entered into on or through your Vigit Account as authorized by you. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your Vigit Account at the end of each session. You should use particular caution when accessing your Vigit Account from a public or shared computer so that others are not able to view or record your password or other personal information.

You warrant that any names or images used by you in connection with your Vigit Account in connection with the Website or App (for example, your user name) shall not infringe the intellectual property, privacy, or other rights of any third party. You hereby grant Vigit a worldwide, irrevocable, transferable, royalty-free, sublicensable license to use such names and images for any purpose connected with the Website and App, subject to the terms of the Privacy Policy.

You may be sent emails or text messages to your registered email address or mobile telephone number for the activation or confirmation of your Vigit Account. In the event that the activation or confirmation process is not completed, Vigit reserves the right to suspend all activities on the account until the account details are verified.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Free-to-Play Social Gaming Feature

Vigit operates a “free-to-play” (*i.e.*, no monetary entry fee will be charged or wagered) social gaming feature on the Website and App. While using our free-to-play feature on the Website or App, you may

“earn” or otherwise use virtual points (“Virtual Points”). By using this feature on the Website or App, you agree to and accept the following terms and conditions: You are specifically prohibited from attempting to use or using real money or any currency on the free-to-play peer-to-peer sports predictor simulator of the Website or App. The free-to-play simulator of the Website or App should not be used for any other purpose other than as stated on the Website or App, i.e., for educational and entertainment purposes.

You hereby acknowledge and agree that you have no right or title in Virtual Points appearing or originating on the Website’s or App’s free-to-play social gaming feature, whether “earned” through a game or otherwise accrued or obtained from Vigit (including, but not limited through any promotion), or any other attributes associated within a Vigit Account or stored on the Website or App. Any “virtual currency” balance shown in your Vigit Account for the free-to-play simulator does not constitute a real-world balance or reflect any stored value, other than a Virtual Point balance for use in our free-to-play games. Virtual Points may be subject to conditions and restrictions, including expiration dates.

Virtual Points have no value in and of themselves and are not transferable and exchangeable within your Vigit Account. Further, such Virtual Points are not redeemable for any “real” currency or prize. Thus, you are prohibited from sublicensing, renting, leasing, selling, trading, gifting, bequeathing, or otherwise transferring your Vigit Account or any Virtual Points associated with your Vigit Account to a third person.

In addition, Vigit prohibits and does not recognize any purported transfers of Virtual Points effectuated outside of the Website or App, or the purported sale, gift, or trade in the “real world” of anything that appears or originates in the Website or App. Accordingly, you may not sublicense, trade, sell, or attempt to sell Virtual Points for value of any kind outside of the Website or App. Any such transfer or attempted transfer is prohibited and void and may subject your account to suspension or termination by Vigit. In addition, you acknowledge that we may commence legal action against you for any harm done by such transfer or attempted transfer of Virtual Points outside of the Website or App.

You agree that Vigit has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Points as Vigit sees fit in its sole discretion, in any general or specific case, and that Vigit will have no liability to you based on its exercise of such rights. You agree that you have no right or title in or to any such Virtual Points appearing or originating on the Website or App.

All Virtual Points are forfeited if your Vigit Account is terminated or cancelled for any reason, in Vigit’s sole discretion, or if Vigit discontinues providing the Website or App or the services offered thereon.

Vigit reserves the right to decline any account social gaming transfer requests or to overturn any account transfer upon suspicion of breach of any of the Terms of Use by the sender or receiver.

Vigit reserves the right to use additional eligibility criteria at any given time.

You agree that you may only make an account transfer to settle a free-to-play social sports prediction wager conducted entirely within the user interface provided on the Website or App and not for any other purpose.

Sports Betting Feature – Affiliate Service

Vigit intends to operate as an affiliate of licensed sports gaming companies. By using the sports betting feature on the Website or App, you agree to and accept the following terms and conditions.

The sports betting feature will only be allowed in jurisdictions where such sports betting is not prohibited. If you are in a jurisdiction where sports betting is prohibited, you may not engage in sports betting.

Vigit reserves the right to run credit and/or identity checks on you, with third-party credit reference agencies or services, using the information you provided when creating your Vigit Account in accordance with the terms of the Privacy Policy.

Vigit reserves the right to use third-party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the Website and/or App.

Vigit reserves the right to close your Vigit Account for any reason whatsoever at any time without notice.

You may at any time request that your Vigit Account be closed by contacting us at www.vigitapp.com/support/. Should Vigit deem it unwise for a Vigit Account to be reopened, it will be closed permanently at Vigit's sole discretion.

You are strictly prohibited from using the Website or App to facilitate any type of illegal money transfer. You will not use the Website or App for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you or Vigit. If Vigit suspects that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms of Use, your access to the Website and App will be terminated immediately and/or your Vigit Account will be terminated or blocked. In addition, Vigit shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers, or other financial institutions of your identity and of any suspected unlawful, fraudulent, or improper activity and you will cooperate fully with Vigit to investigate any such activity.

Changes to the App, Website and/or Terms of Use

From time to time and without providing notice to you, we will make changes or improvements to the items, services, and/or features included on or offered through the Website or the App. Additionally, from time to time and in our sole discretion, we will change or make additions to these Terms of Use, in which case we will post the revised Terms of Use on the Website and the App, and the revised Terms of Use will be effective immediately upon posting.

You are responsible for reviewing the most current version of the Terms of Use before using the Website or the App to ensure that you agree to any revisions to the Terms of Use. We will post the date of the most recent version in the Terms of Use. If at any time you do not agree to the revisions, you should immediately cease all use of and access to the Website and the App. By continuing to use the Website or the App after we post any such changes, you accept the Terms of Use, as modified. You further agree that these methods of providing notice and acceptance of changes or amendments to these Terms of Use and to the Website and the App are reasonable and you accept them.

Privacy Policy

You acknowledge that when you download, install, or use the App or when you access the Website, we may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use of the App or Website. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of the App's or Website's features or functionality, and the App and Website may provide you with opportunities to share information about yourself with others. You agree that all information we collect and all information you provide to Vigit through the Website or the App is governed by our Privacy Policy which is hereby incorporated in these Terms of Use and located at https://vigitapi.com/faqs/privacy_policy. By using the Website or the App, you are accepting the terms

and conditions of our Privacy Policy. If you do not agree to your information being used in any of the ways described in the Privacy Policy, you must discontinue use of the Website and the App.

Communications

You acknowledge and agree that Vigit may send you email containing information about our Website and/or App, including promotional information concerning our games and offerings. We may also send you notifications pertaining to your Vigit Account activity. You may opt-out of promotional emails by following the opt-out instructions in the emails. However, we may still contact you regarding administrative matters concerning your Vigit Account.

You hereby expressly agree that Vigit or a third party acting on behalf of Vigit may contact you using the contact information you have provided to us or that have collected (including any phone numbers) concerning your Vigit Account or in connection with carrying out customer service, promotional offers and contests.

You can always opt-out of receiving marketing communications from us by clicking “unsubscribe” link in our promotional materials, or by contacting us via www.vigitapp.com/support or email at info@vigitapp.com.

Vigit allows users to send messages to individuals stored in their mobile phone contacts in order to invite such individuals to participate in social gaming via the App or the Website. You agree that you will not use the Website or App to send any unwanted messages, including any spam or harassing messages. You further agree that: (i) Vigit shall have no liability for any messages you initiate through the Website or App; (ii) you will indemnify Vigit for any liability arising from any messages you initiate through the Website or App; (iii) you will not use the Website or App to send any messages to any third party who is not a contact of yours or who does not wish to receive such messages; and (iv) you will obey any do not send or similar request you receive from any third party. When you provide Vigit with access to your mobile phone contacts, you represent, warrant and agree that Vigit has authorization to access your mobile phone contacts and to send messages on your behalf and that such messages are not prohibited by law.

Your Responsibility

You represent that all of the information, data, and other materials you provide on the Website, on the App, or to Vigit through any other means, are true, accurate, and complete. You are responsible for updating and correcting the information you have provided on the Website or the App, or to Vigit through any other means, as appropriate. If you provide any information that is inaccurate or not current, or Vigit has reasonable grounds to suspect that such information is inaccurate or not current, or you cannot be reached within 180 days for any reason, Vigit reserves the right to suspend or cancel your Vigit Account, withhold your Vigit Account balance, and refuse any and all current or future use of the Website/App (or any portion thereof).

You must not use the Website or the App to violate any local, state, national or international law, to interfere with or disrupt the servers or networks connected to the Website or the App, or to disobey any requirements, procedures, policies or regulations of networks connected to the Website or the App.

Except as permitted pursuant to these Terms of Use, the Website, the App, and/or any portions thereof, may not be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission.

Permission is hereby granted to the extent necessary to lawfully access and use the Website, the App, and/or information, materials, products and/or services available on the Website or the App to display, download, archive and print in hard copy, portions of the Website or the App on a temporary basis and for your individual non-commercial use only, provided you do not modify the materials and that you retain any and all copyright and other proprietary notices contained in the materials. Vigit neither warrants nor represents that use of content displayed on the Website or on the App will not infringe rights of third parties not owned by or affiliated with Vigit.

You must not display, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website or the App. You may not (i) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (ii) use any high volume, automated, or electronic means (including without limitation robots, spiders, scripts or other automatic device) to monitor or copy our web pages or the content contained thereon; (iii) link or deep-link to the Website or the App for any purpose except as described in these Terms of Use; or (iv) frame the Website or the App, place pop-up windows over its pages, or otherwise affect the display of the Website or the App.

Additional Rights in App Granted by Vigit

Subject to your compliance with these Terms of Use, Vigit grants you a limited non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes.

You may not otherwise copy the App or the Website, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms of Use, you may not: (i) copy, modify or create derivative works based on the App or the Website; (ii) distribute, transfer, sublicense, lease, lend or rent the App or the Website to any third party; (iii) reverse engineer, decompile, disassemble or otherwise reduce the App, or the Website to source code or other human-perceivable form; or (iv) make the functionality of the App or the Website available to multiple users through any means. Vigit reserves all rights in and to the App and the Website not expressly granted to you under these Terms of Use.

Fraudulent Behavior

The use of artificial intelligence including, without limitation, “robots” or “bots” is strictly forbidden in connection with use of the Website or App. All actions taken in relation to the Website or App by you must be executed personally through the user interface accessible by use of the Website or App, and without the assistance of any form of artificial intelligence.

You may not exploit vulnerability or glitches to your advantage in your use of the Website or App. Further, you may not directly or indirectly disable, circumvent, or otherwise interfere with the operation of software designed to detect or prevent cheating. You may not collude with a user who is using unauthorized software, hardware, or modifications to obtain an advantage over other users.

In the event that Vigit deems that you have engaged or attempted to engage in fraudulent, unlawful, dishonest, or improper activity while using the Website or App, including without limitation, engaging in any game manipulation or the making of any fraudulent payment, including without limitation, use of a stolen credit card or fraudulent chargeback or money laundering, Vigit shall be entitled to take such action as it sees fit, including, but not limited to: (i) immediately blocking your access to the Website and

App; (ii) terminating your Vigit Account; (iii) seizing all your Virtual Points and monies, if any, in your Vigit Account; and/or (iv) taking legal action against you, including reporting you to governmental or other authorities

User Contributions

The Website and/or the App may contain message boards, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “Post”) messages, content or materials (collectively, “User Contributions”) on or through the Website and/or the App.

Any User Contribution you Post to the Website or the App will be considered non-confidential and non-proprietary. By Posting any User Contribution on the Website or the App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You understand and acknowledge that you are responsible for any User Contributions you Post, and you, not Vigit, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions Posted by you or any other user of the Website and/or the App.

We have the right to: (i) remove or refuse to Post any User Contributions for any or no reason in our sole discretion; (ii) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including but not limited to if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, the App, or the public, or could create liability for Vigit; (iii) disclose your identity or other information about you or your Vigit Account to any third party who claims that material Posted by you violates their rights, including their intellectual property rights or their right to privacy; (iv) disclose your identity or other information about you or your Vigit Account to any governmental, law enforcement, or regulatory authority, or in response to legal process such as a subpoena

However, we do not undertake to review all material before it is Posted on the Website or on the App, and cannot ensure prompt removal of objectionable material after it has been Posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content Posted or provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

With these caveats in mind, if you believe that any User Contribution on the Website or the App violates these Terms of Use, please notify us by sending an email to us at [Insert Address].

Content Standards

User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable or unlawful.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy located at https://vigitapi.com/faqs/privacy_policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website or the App is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or the App, or by anyone who may be informed of any of its contents.

Intellectual Property

Unless otherwise indicated, the Website and the App as well as their design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion and other matters related to the Website or the App are protected under applicable copyright, trademark and other proprietary laws, including but not limited to those of the United States, and all rights therein are the property of Vigit or the material is included with the permission of the rights owner.

You acknowledge that Vigit owns all right, title and interest in and to all of the information on the Website and on the App as well as all underlying software and technology, including without limitation all Intellectual Property Rights, or that the material is included with the permission of the rights owner. “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

TRADEMARKS. Certain of the names, logos, and other materials displayed on the Website and/or on the App constitute trademarks, tradenames, service marks or logos (“Marks”) of Vigit or other entities. You are not authorized to use any of such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Vigit or those other entities.

COPYRIGHTS; RESTRICTIONS ON USE. The content made available to you through the Website and/or through the App, including without limitation, text, databases, software, code, music, sound, photos, and graphics (“Our Content”), is: (i) copyrighted by Vigit and/or its licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by Vigit or its licensors. Except as permitted in the Terms of Use, Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, performed,

displayed, or redistributed in any way without our prior written permission and/or the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Content.

Digital Millennium Copyright Act (DMCA)

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement or that there is infringing material available through our services, including the Website, please notify our copyright agent, designated below, in accordance with the Digital Millennium Copyright Act of 1998 (“DMCA”). For your complaint to be valid under the DMCA, you must provide the following information in writing: (i) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) specific identification of the copyrighted work that you claim has been infringed; (iii) specific identification of the material that is claimed to be infringing and where it is located on the Website or on the App; (iv) information reasonably sufficient to permit us to contact you, including your name, address, telephone number, and, e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (vi) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the person or entity who posted the allegedly infringing content. After removing material pursuant to a valid DMCA notice, Vigit will immediately notify the individual or entity responsible for the allegedly infringing material that it has removed or disabled access to the material. Vigit will terminate, under appropriate circumstances, the accounts of individuals who are repeat copyright infringers, and reserves the right, in its sole discretion, to terminate any individual for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Vigit by providing the following information to the Designated Agent at the address below: (i) the specific URLs of material that Vigit has removed or to which Vigit has disabled access; (ii) your name, address, telephone number, and email address; (iii) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the United States District Court for the Eastern District of Pennsylvania if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person; (iv) the following statement: “I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”; and (v) your signature.

Upon receipt of a valid counter-notification, the Vigit will forward it to notifying party who submitted the original DMCA notification. The original notifying party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Vigit does not receive any such notification within ten (10) days, we may restore the material to the Website or the App.

The above information must be submitted to
Attn: Andrew Bull

Bull Blockchain Law, LLC
1802 Green Street, Suite 3
Philadelphia, PA 19130
(267) 614-4627
andrew@bullblockchainlaw.com

Affidavit of Eligibility/Taxes

From time to time, Vigit may offer promotions in which prizes, including cash prizes, may be awarded to the winner(s). Winners may be required via e-mail or U.S. Mail to receive and return an executed affidavit of eligibility, a liability release and, where lawful, a publicity release (collectively, the “Affidavit”) and/or appropriate tax forms within specified days of notification. You agree that if such documents are not returned within the specified time period, or if the prize or prize notification is unclaimed or returned as undeliverable, or if you are not in compliance with these Terms of Use, the prize will be forfeited and may be awarded to another potential winner at our discretion.

You further agree that all tax liability relating to your receipt of a prize is your sole responsibility. It is the policy of Vigit, in compliance with United States Internal Revenue Service (IRS) regulations, to send an IRS Form 1099 or other appropriate form to any person who wins in excess of \$600 USD in any given year. If you have thus won a cumulative net profit of \$600 USD or more in a calendar year, you will be contacted by Vigit and required to submit your residential address and tax ID number (social security number).

You, not Vigit, are responsible for filing and paying applicable state and federal taxes on any winnings. Vigit reserves its right to request any other information from you necessary for Vigit to submit an IRS Form 1099 to the IRS. Vigit will attempt to contact the prize winner through e-mail and U.S. Mail to obtain the necessary information. However, if Vigit fails to contact the prize winner and obtain the required information after one (1) year, the prize winner forfeits the funds to Vigit.

Updates to the App

Vigit may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Vigit has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your mobile device is connected to the internet either: (i) the App will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of these Terms of Use.

Linking to the Website and Links from the Website

You may link to the Website or the App provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Subject to the foregoing, you must not: cause the Website or the App or portions of the Website or the App to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; link to any part of the Website or the App other than the homepage of the Website; otherwise take any action with respect to the materials on the Website or App that is inconsistent with any other provision of these Terms of Use. You agree to cooperate with us in causing any unauthorized

framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

The Website and the App include links to other sites and resources provided by third parties. We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of such sites. If you decide to access any third-party websites linked to the Website or linked to the App, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies of such websites. We may, at any time and in our sole discretion, disable all or any social media features that may be included on the Website or on the App as well as any links at any time.

Mobile Devices

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Force Majeure

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These Terms of Use give you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in herein may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out herein shall apply to the fullest extent permitted by the laws of such applicable jurisdictions.

Limitation of Damages and Remedies

YOU AGREE THAT VIGIT, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND/OR DIRECTORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES SUFFERED AS A RESULT OF ACCESSING, USING, PRINTING, COPYING OR DOWNLOADING ANYTHING FROM THE WEBSITE OR THE APP. YOU FURTHER AGREE THAT VIGIT SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE WEBSITE OR THE APP. IN NO EVENT WILL VIGIT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE OR THE APP, EVEN IF VIGIT, ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VIGIT'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DISSATISFACTION WITH ANY PRODUCTS/SERVICES SOLD THROUGH OR OBTAINED FROM THE WEBSITE OR THE APP, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, OR LIMITATIONS UPON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL VIGIT BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE WEBSITE OR THE APP OR THE CONTENT THEREON OR ANY OF THE PRODUCTS OR SERVICES SOLD ON OR THROUGH THE WEBSITE OR THE APP.

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Apple Disclaimers

You acknowledge and agree that this Terms of Use is between you and Vigit, and does not impose any obligations upon Apple Inc. (“Apple”). You further acknowledge and agree that:

- Apple and its subsidiaries are third-party beneficiaries under this Agreement and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of this Terms of Use against you as a third-party beneficiary thereof.
- Apple has no responsibility for the iOS Vigit App or any included content.
- In the event of any failure of the iOS Vigit App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iOS Vigit App to you (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS Vigit App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
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- In the event of any third-party claim that the iOS Vigit App or your possession and use of the iOS Vigit App infringes that third-party’s intellectual property rights, Apple will not have any responsibility for the investigation, defense, settlement and discharge of such claim.

Responsible Gaming

Vigit is committed to responsible gaming. Our main goal is to enrich the sports viewing and gaming experience for sports fans nationwide. We want to ensure all users are able to play and enjoy our Website and App on a free-to-play basis.

If you have questions or concerns about your own gaming behavior or a friend or family member, a good place to start is the NCRG: <http://www.ncrg.org/>. You can also contact a 24-hour Confidential National Helpline at 1-800-522-4700.

Relationship of Parties/No Third-party Beneficiaries

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Vigit as a result of these Terms of Use or your use of the Website or App. You agree not to hold yourself out as a representative, agent, operator, distributor, or employee of Vigit and Vigit shall not be liable for any of your representations, acts, or omissions. You also agree that, except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

Termination

You agree that we, in our sole discretion and without notice to you, may terminate your use of, and/or access to the Website and/or the App if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. You agree that Vigit may do so without notice and such termination does not prejudice Vigit’s right to pursue damages for breach/other violations. **FURTHER, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE OR THE APP.**

Indemnity

You agree to indemnify, defend and hold harmless Vigit, its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees, fines and assessments (including reasonable attorneys' fees and court costs) that such parties may incur, resulting from, or alleged to result from: (i) your breach of these Terms of Use; (ii) your violation of any applicable law, regulation, rule or order pertaining to your use of the Website or the App; and/or (iii) your unauthorized or unlawful use of the Website or the App.

No Extraterritoriality

Vigit is based in the United States of America and makes no claims that the Website or the App is appropriate for, or may be accessed, downloaded or used by, persons residing outside of the United States of America. Vigit makes no representation that the Website and/or the App are appropriate or may legally be used in the nation, state, province or other jurisdiction in which you reside, do business, or are incorporated or organized, and access to the Website and the App is prohibited in jurisdictions where the Website and the App, or their content, are illegal.

Those who choose to access the Website and/or the App do so on their own initiative and are responsible for compliance with applicable laws. You may not use or export any products in violation of U.S. export laws and regulations or the export laws and regulations of any other country. Access to the Website and/or access to the App may not be legal by certain persons in certain countries. If you access the Website or the App from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Jurisdiction and Choice of Law

You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with Vigit, including without limitation any claim involving Vigit or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents: (i) you will submit to the jurisdiction of the courts of Pennsylvania, including, without limitation, the United States District Court for the Eastern District of Pennsylvania, and (ii) you irrevocably waive any objection that you may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over you.

You agree that these Terms of Use, as well as any suit, action or proceeding arising out of or in connection with any dispute with Vigit, including without limitation any claim involving Vigit or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents, shall be governed by and construed in accordance with the laws of the state of Pennsylvania in all matters, including, without limitation, its validity, construction, interpretation and performance, and without regard to provisions regarding conflicts of law.

Entire Understanding

These Terms of Use constitute the entire agreement between you and Vigit with respect to the subject matter of these Terms of Use, and supersede all previous and contemporaneous agreements, proposals and communications between us, written or oral.

If any provision of these Terms of Use is found to be invalid by any court having jurisdiction to make such a determination, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Assignment

Vigit may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign your rights under these Terms of Use without our prior written permission. Any attempt by you to assign your rights under these Terms of Use without the permission of Vigit shall be void.

Headings

The headings of the various sections of these Terms of Use have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of these Terms of Use.

Severability and Non-Waiver

Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right herein on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms of Use is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms of Use, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. These Terms of Use will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged.

Survivability and Reservation of Rights

The following provisions of the Terms of Use survive the expiration or termination of the Terms of Use for any reason whatsoever: Limitation of Liability and Disclaimer of Warranties, Limitation of Damages and Remedies, Termination, Indemnity, Jurisdiction and Choice of Law. Vigit reserves all rights not expressly granted to you herein.

Vigit's Contact Information

If you have any questions regarding these Terms of Use or any other matter, you can contact Vigit at:

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