

Terms of Use

1. Introduction

The following Terms of Service ("Terms") govern your access to and use of the ololo fantasy mobile application ("App") and the ololo website ("Website") located at <https://ololo.io>, both operated by ololo LLC ("ololo", "we", "us", or "our"). By accessing or using the App or Website, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the App or Website.

2. Use of the App and Website

Eligibility for General Use: You may access and use the App or Website for informational purposes given you break no laws regarding contest participation.

License: ololo grants you a limited, non-exclusive, non-transferable, revocable license to use the App and Website for your personal, non-commercial use.

Prohibited Conduct: You agree not to:

- Use the App or Website for any illegal purpose or in violation of any applicable laws.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the App or Website.
- Use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index any portion of the App or Website.
- Interfere with or disrupt the operation of the App or Website or the servers or networks connected to the App or Website.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- Collect or store personal data about other users without their consent.
- Use the App or Website to transmit any viruses, worms, defects, Trojan horses, or other harmful items.
- Engage in any conduct that restricts or inhibits any other user from using or enjoying the App or Website.
- Violate these Terms or any other applicable policies or guidelines.

3. Contest Participation and Game Rules

Eligibility for Contest Entry: To participate in contests offered through the App or Website, you must be a citizen or resident of the United States of America and meet any additional eligibility requirements specified for each contest.

Age Eligibility: To participate in contests offered through the App or Website, you must be at least 18 years old (the "Minimum Age"), 19 & 21 in some jurisdictions. By entering contests, you represent and warrant that you are at least the Minimum Age. If you are under the Minimum Age, you may not participate in contests and must refrain from accessing or using the contest features of the App or Website.

Location Eligibility: Contest eligibility is subject to a user's physical location. Upon entering a contest, you are certifying your physical location is consistent with the one detected by the device and you are located in a qualifying jurisdiction. Subject to change, our list of eligible states in which users can enter contests when physically located include:

- Alaska
- California
- District of Columbia
- Illinois
- Georgia
- Kentucky
- Minnesota
- Nebraska
- New Mexico
- North Carolina
- North Dakota
- Oklahoma
- Oregon
- Rhode Island
- South Carolina
- South Dakota
- Texas
- Utah
- Wisconsin

ololo Employees: Employees, contractors, directors, and officers of ololo LLC, as well as their immediate families, are not eligible to participate in contests. Employees may only use the Services for testing purposes and may not withdraw money or Fantasy Prize Winnings.

Promoters or Consultants: Promoters or consultants may play in Fantasy Contests without limitation, provided they do not have access to non-public data or receive other advantages.

Affiliated Individuals: Individuals affiliated with other daily fantasy sites may not participate if they have access to pre-release, non-public, and confidential user data from another site, which provides them an unfair advantage. ololo reserves the right to disqualify entries and may report violations.

League and Association Restrictions: Participants associated with leagues or associations offered in contests (e.g., NFL, NBA, MLB, etc.) are ineligible, including athletes, coaches, team management, and team owners.

Verification: We may require you to provide proof of eligibility, such as age verification, before allowing contest participation. Failure to provide requested verification may result in limited app or website functionality and/or termination of your account.

Entry Requirements: Each contest may have specific entry requirements, including, but not limited to, entry fees, maximum number of entries per user, and deadlines for entry submission. By entering contests, you agree to comply with all entry requirements and rules established by ololo.

Contest Rules: Each contest offered through the App or Website is governed by specific contest rules ("Contest Rules"), which may include, but are not limited to, scoring criteria, prize distribution, and eligibility restrictions. It is your responsibility to review and understand the

Contest Rules for each contest before entering. By entering contests, you agree to abide by the Contest Rules.

Fair Play: All contests offered through the App or Website are intended to be fair and competitive. Cheating, collusion, or any other form of unfair play is strictly prohibited and may result in disqualification from contests, forfeiture of prizes, and/or termination of your account.

Prize Distribution: Prizes for contests offered through the App or Website will be awarded in accordance with the Contest Rules. Prize distribution may vary depending on the type of contest and the number of participants. ololo reserves the right to modify prize distribution at any time without prior notice.

Prize Discrepancies: In the event of discrepancies or disputes regarding prize calculations for contests offered through the App or Website, ololo reserves the right to review and adjust prize calculations as necessary to ensure fairness and accuracy. Prize calculations may be based on various factors, including but not limited to contest rules, scoring criteria, participant rankings, and any applicable tie-breaking procedures. ololo's determinations regarding prize calculations shall be final and binding. ololo may, at its discretion, withhold or adjust prizes in the event of suspected cheating, collusion, or any other violation of contest rules or these Terms.

Participants agree to abide by ololo's prize calculation decisions and waive any claims or disputes related thereto.

Force Majeure: In the event that ololo is unable to fulfill its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, or government actions ("Force Majeure Event"), ololo shall be excused from performance for the duration of the Force Majeure Event. ololo will make reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as possible. If a Force Majeure Event prevents ololo from providing the App or Website for an extended period, ololo may, at its discretion, terminate these Terms without liability to you and provide notice of termination through reasonable means.

Taxes: You are personally responsible for reporting and fulfilling any necessary state and federal tax obligations related to your winnings. It is advisable to seek guidance from your accounting professional regarding tax implications. In accordance with applicable laws, ololo may issue a 1099-G to users that have accumulated winnings totaling \$600 or more from fantasy contests in the preceding year. Upon request, you are required to provide ololo with all pertinent information needed to fulfill its legal obligations, including updated contact details and tax identification information. You grant ololo the authority to withhold funds from your account as needed, ensuring compliance with both state and federal tax authorities.

Contest Modifications or Cancellations: ololo reserves the right to modify, suspend, or cancel any contest offered through the App or Website at any time, for any reason, without prior notice. In the event of a contest modification, suspension, or cancellation, ololo may, at its discretion, refund entry fees or award prizes based on contest results up to the time of modification, suspension, or cancellation.

Disputes: Any disputes or discrepancies regarding contest results or prize distribution must be reported to ololo within 30 days of the contest's conclusion. Ololo will review all reported disputes and discrepancies and may, at its discretion, take appropriate action to resolve the issue.

4. Deposits, Withdrawals & Account Funds

Deposits: Users may fund their ololo fantasy accounts by connecting their bank account via Plaid and depositing funds through Astra's ACH services. ololo reserves the right to impose minimum and maximum deposit limits, as well as transaction fees, which will be disclosed to users prior to completing a transaction.

Withdrawals: Users may request withdrawals of funds from their ololo fantasy accounts subject to ololo's withdrawal policies and procedures. Withdrawal methods and processing times may vary depending on the user's chosen payment method and jurisdiction. ololo reserves the right to require users to verify their identity and provide additional information before processing withdrawal requests.

Withdrawal Restrictions: Users may be subject to withdrawal restrictions, including but not limited to minimum withdrawal amounts, maximum withdrawal limits, and anti-money laundering (AML) compliance measures. ololo reserves the right to refuse or delay withdrawals if it suspects fraudulent activity or if required by applicable laws or regulations.

Account Balances: User account balances consist of funds deposited by the user, winnings from contests, and any bonuses or promotional credits awarded by ololo. Account balances are non-transferable and may not be exchanged for cash, except as expressly permitted by ololo's withdrawal policies.

Inactive Accounts: ololo reserves the right to charge maintenance fees or impose other restrictions on inactive accounts with positive balances, as permitted by applicable laws and regulations. Users will be notified of any such fees or restrictions in advance, and account holders may avoid fees by logging in and using their accounts regularly.

5. Intellectual Property

Ownership: ololo and its licensors retain all right, title, and interest in and to the App, Website, and all content, features, and functionality thereof, including, but not limited to, all trademarks, logos, service marks, trade names, text, graphics, images, software, code, audio, video, and other materials ("Content").

License to User Content: By submitting any user-generated content (such as comments, reviews, or messages) through the App or Website, you grant ololo a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such user-generated content in any form, media, or technology now known or hereafter developed.

6. Disclaimer of Warranties

No Warranties: The App and Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. ololo disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

No Guarantee of Results: ololo does not guarantee the accuracy, completeness, or usefulness of any information provided through the App or Website. You acknowledge and agree that your use of the App or Website is at your own risk.

7. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall ololo, its officers, directors, employees, agents, partners, licensors, or service providers be liable to you or any third party for any indirect, incidental, consequential, exemplary, punitive, or special damages arising out of or in any way connected with your access to or use of the App or Website, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if ololo has been advised of the possibility of such damages. To the fullest extent permitted by applicable law, ololo shall not be liable for any damages arising out of or in any way connected with the following:

- The use or inability to use the App or Website.
- Any conduct or content of any third party on the App or Website, including but not limited to, any defamatory, offensive, or illegal conduct of other users or third parties.
- Any content obtained from the App or Website.
- Unauthorized access, use, or alteration of your transmissions or content.
- Any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the App or Website by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the App or Website.
- Any other matter relating to the App or Website.
- To the fullest extent permitted by applicable law, ololo's total liability to you for all damages, losses, and causes of action arising out of or relating to these Terms or your use of the App or Website, whether in contract, tort (including negligence), warranty, or otherwise, shall not exceed the amount paid by you, if any, to ololo for accessing or using the App or Website during the twelve (12) months preceding the date of the claim.

8. Indemnification

You agree to indemnify, defend, and hold harmless ololo, its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the App or Website.

9. Location Services

By using the App or Website, you consent to ololo collecting and using your device's location data to provide location-based services, verify contest eligibility, and enhance platform security. ololo may share your location data with third parties for these purposes and will retain it only as necessary. You can opt out of location services, but certain features may be limited. ololo will protect your location data in accordance with its Privacy Policy.

10. Push Notifications

You may consent to receiving push notifications on your device for important updates, contest reminders, and other relevant information related to your use of the platform. You can manage your push notification preferences within the App or Website settings. Please note that disabling

push notifications may affect your ability to receive timely updates and reminders about contests and platform-related activities. ololo respects your privacy and will only send push notifications in accordance with its Privacy Policy.

11. Third-Party Links

The App or Website may contain links to third-party websites or services that are not owned or controlled by ololo. ololo does not endorse or assume any responsibility for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that ololo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services. We encourage you to review the terms of use and privacy policies of any third-party websites or services that you visit.

12. Third-Party Beneficiaries

These Terms are for the benefit of ololo and its users and do not create any third-party beneficiary rights. No person or entity other than ololo and its users shall have any right to enforce any provision of these Terms, whether under any applicable law or otherwise. ololo's affiliates, partners, contractors, and service providers shall be considered intended beneficiaries solely for the purpose of enforcing ololo's rights and obligations under these Terms. Any rights not expressly granted herein are reserved.

13. Suspension and Termination

ololo reserves the right to suspend or terminate your access to the App or Website, without prior notice or liability, for any reason, including but not limited to a breach of these Terms or conduct that ololo believes is harmful to the platform or its users. In the event of termination or suspension, you will lose access to your account and any associated content or data. ololo may also take appropriate legal action as necessary. Upon termination, any outstanding fees or obligations owed to ololo will become immediately due and payable. You may request account reactivation following suspension, subject to ololo's discretion. ololo shall not be liable to you or any third party for any termination or suspension of your access to the platform.

14. Notice and Procedure for Making Claims of Copyright Infringement

ololo respects the intellectual property rights of others and expects its users to do the same. If you believe that your copyright has been infringed upon, please provide ololo's designated copyright agent with a written notification that includes all of the following information:

- physical or electronic signature of the copyright owner or a person authorized to act on their behalf
- identification of the copyrighted work claimed to have been infringed
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Ololo to locate the material
- your contact information, including your address, telephone number, and email address

- statement by you 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 the law
- statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. ololo's designated copyright agent for notice of claims of copyright infringement can be reached via email at support@ololo.io.

15. Governing Law and Dispute Resolution

Governing Law: These Terms and any disputes arising out of or related to them or the Ololo Fantasy App or Website shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

Arbitration Agreement: Any dispute, controversy, or claim arising out of or relating to these Terms, including but not limited to the validity, interpretation, or enforceability thereof, or the rights, obligations, or liabilities of the parties hereunder (collectively, "Disputes"), shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures, as modified by this Agreement. The arbitration shall be conducted in a city within the USA unless otherwise mutually agreed upon by the parties. The arbitration shall be conducted by a single arbitrator appointed by mutual agreement of the parties or, failing such agreement within 30 days after either party has given to the other a written request to agree on an arbitrator, by an arbitrator appointed by the AAA. The arbitrator's decision and award shall be final and binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Exceptions to Arbitration: Notwithstanding the foregoing, either party may bring an individual action in small claims court, and either party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or halt any actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Class Action Waiver: To the fullest extent permitted by applicable law, you and ololo agree that any arbitration or court proceeding shall be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and ololo each waive any right to a jury trial. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or your use of the App or Website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Severability: If any provision of this Section 15 is found to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

Opt-Out: You may opt out of this arbitration agreement by notifying ololo in writing within 30 days of accepting these Terms. To opt out, you must send an email to support@ololo.io, stating that you reject the arbitration agreement and providing your name, address, and email associated with your account. Your decision to opt out will not affect any other provisions of these Terms, including but not limited to the governing law and class action waiver provisions.

16. California Consumers

Shine the Light Law: Under California Civil Code Section 1798.83, California residents have the right to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at support@ololo.io.

17. Changes to Terms

ololo reserves the right to modify or replace these Terms at any time. It is your responsibility to review these Terms periodically for changes. Your continued use of the App or Website following the posting of any changes to these Terms constitutes acceptance of those changes.

18. Contact Us

If you have any questions about these Terms, please contact us at support@ololo.io.