

Last Updated: OCTOBER 23TH, 2017.

PRIVACY POLICY

In General

Fanlete, LLC (“we” or “us”) values our customers and respects their privacy. This privacy policy (“Privacy Policy”) governs our collection and use of data in connection with our website (the “Site”), our applications, and any services we offer (collectively, the “Services”).

This Privacy Policy sets forth the nature, purpose, use and sharing of any information that identifies or can be used to identify you, the visitors to the Site, and users of our Services (“Personal Information”). This Privacy Policy does not govern privacy practices associated with offline activities, websites other than ours, or practices of third parties that we do not own or control, such as our partners, third party service providers featured on the Site or in the Services or advertisers. If you have objections to the Privacy Policy, you should immediately discontinue use of the Services and follow the procedure described in the section entitled “Opting-Out or Updating Your Personal Information and Privacy Preferences.”

The Site and the Services are intended for adult audiences only, and we do not knowingly collect any Personal Information from anyone under 13 years of age. If you are under age 13, please do not provide any Personal Information about yourself to us. If we learn that we have collected Personal Information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any Personal Information from a child under the age of 13, please contact us immediately.

Changes in Privacy Policy

Any Personal Information that we collect and maintain will be subject to this Privacy Policy, as amended from time to time. We may change the Privacy Policy at our sole discretion. However, if at any time we make material changes to the Privacy Policy, we will notify you of those changes on the Site and through the publishing of an updated Privacy Policy. If as the result of such changes you want to alter the ways in which we are allowed to use your Personal Information, you can do so by following the procedure described in the section entitled “Opting-Out or Updating Your Personal Information and Privacy Preferences.”

Collection of Information

- We collect the Personal Information you give us when you register with the Site or use the Services, including your name and email address.
- We automatically collect certain kinds of non-personal information from you when you use the Site or the Services, including device, browser type, operating system, CPU speed, referring or exit webpages, click patterns, Session ID, and your computer’s IP address.
- We may on occasion supplement or correct the Personal Information you submit to us and your IP address with information in our other databases or information from third-party sources in order to reduce errors in our database, authenticate our users, prevent fraud and prevent abuse of our Site, as well as to provide more consistent, relevant experiences to our users.
- We may collect general information about use of the Site and the Services, such as what pages visitors access, the number of visits, average time spent on the Site and other similar factors. This information is generally collected in aggregate form, without identifying any user individually, although IP addresses and Session ID in relation to downloads may be tracked as part of our fraud

prevention efforts.

How Your Information is Used

Except as provided herein, we collect and use your personal and non-personal information for internal purposes only or for gather aggregate and anonymized data. We may use your information in the following ways:

- To conduct routine business operations such as billing, identification, authentication, contact purposes and general research. As part of our routine business operations, we may transfer your Personal Information to certain third parties with whom we contract for the limited purpose of providing services such as web hosting, email, and credit card processing. These service providers are obligated to protect your information, and they do not use your Personal Information for their own commercial purposes.
- To employ internal marketing techniques such as tracking customer preferences to provide a customized Site experience and communicating with you about Services, special offers, and other services.
- To enhance the Services.
- To gather generic product, location and other contributed information to make reports based on aggregate anonymized data, which we may use internally, or which we may sell to others.

Tracking, Use of Cookies, Web Beacons and Similar Devices

In order to improve our Products and the App and provide more convenient, relevant experiences to our customers, we and our agents may use “cookies,” “web beacons,” and similar devices to track your activities. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords and preferences. It cannot be executed as code or deliver viruses. A web beacon is a small transparent .gif image that is embedded in an HTML page or email used to track when the page or email has been viewed. Most browsers are initially set to accept cookies, and most services that include similar devices are typically initially activated to collect data. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it.

Protecting Your Information

- We use a variety of security measures, including SSL protocols, to help protect your information.
- We do not retain your Personal Information for longer than is necessary for our business purposes. When we no longer need your Personal Information, we dispose of it safely.

Disclosure to Third Parties

We will not share your Personal Information with third parties without your express consent, except in the limited circumstances described below:

- We may share your Personal Information with our third party service providers for the limited purposes described in the section entitled “How Your Information is Used.”

- We will share your Personal Information when required by law, regulation, or litigation, and as necessary for purposes of national security, law enforcement, or other issues of public importance.
- If we sell assets or are acquired by or merged with another entity, we may provide such entity customer information without obtaining your further consent. We may provide notice of such asset sales, acquisitions, or mergers on the Site.

Your Choices

- If at any time you are uncomfortable with our use of your Personal Information for internal marketing purposes and for the purpose of creating aggregate reports, you may opt-out by email as described in “Opting-Out or Updating Your Personal Information and Privacy Preferences.” Note that if you opt not to provide us with certain mandatory information, then our Products and services may be unavailable to you.
- You may similarly opt out of receiving communications from us, although we may find it necessary to continue to communicate with you regarding your use of the Services
- For our websites, you may set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this Site may then be inaccessible or not function properly.

Governing Law

The terms of this Privacy Policy are governed by and in accordance with the laws of the state of Nebraska. You should not provide us with any Personal Information unless you consent to the application of United States law and, where applicable, Nebraska law, and to the use and disclosure of your information in accordance with the terms of this Privacy Policy.

Opting-Out or Updating Your Personal Information and Privacy Preferences

You have the right to access, correct and delete inaccuracies in your Personal Information and privacy preferences on the Services at any time by signing into your account and editing your Personal Information in your account profile. You may also do so by contacting us via telephone, postal mail, or email.

If at any time you wish to opt-out of our use of your information for internal marketing purposes or for compiling aggregate risk reports, you may do so by telephone, postal mail, or email: [7757 Phares Drive, 68516 Lincoln, Nebraska]

Privacy Complaints

We take our users’ privacy concerns seriously. If you believe that we have not complied with this Privacy Policy with respect to your Personal Information, you may write to us at the address noted above.

Also, please note that we are not responsible for the content or privacy practices of non-Fanlete websites or integrated products to which the Site or the Services may link. You should review the privacy policies of such sites before using the associated sites.

The Services are intended for users in the United States and those not governed by privacy policies of other countries. Users outside the United States are advised not to disclose Personal Information to us. You should not provide us with any Personal Information unless you consent to the application of United States law

and, where applicable, Nebraska law, and to the use and disclosure of your information in accordance with the terms of this Privacy Policy.

TERMS OF USE

Date of Last Revision: February 18, 2016

Welcome.

You agree to be bound by these Terms of Use (these “Terms”) of Fanlete, LLC, a Nebraska limited liability company (“we” or “us”) any time you use or access our website (“Site”), our mobile applications (“Applications”), online platform, and any of our other products or services located on the Site or through the Applications (together with the Site and the Applications referred to herein as the “Services”). Your use of the Services is subject to your acceptance and compliance with these Terms. If you do not agree to these Terms, do not use the Services. Each time you access or use the Services, the current version of these Terms will apply. These Terms will always be available on the Site.

Your use of the Services is also subject to our Privacy Policy, available on the Site and incorporated into these Terms by reference. We reserve the right at any time and without notice to change these Terms. If you have questions regarding these Terms, please contact us.

Please note that although the Services may reference colleges, universities, and/or sports teams, neither we nor the Services are affiliated with or maintained, authorized, sponsored, or endorsed by any of the respective colleges, universities, or teams.

1. REGISTRATION & ACCOUNT

1.1. REGISTRATION

When you register for an account on the Site or through our Applications, you agree to (i) provide accurate, current and complete information about yourself as prompted by our registration form and (ii) maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, you will have materially breached these Terms, and we reserve the right to terminate this Agreement and your use of the Services. As part of the registration process, you may be asked to provide a username and password that are unique to the Account (collectively referred to as “Login Information”). You will be responsible for the confidentiality and use of your Login Information and agree not to transfer or resell your use of or access to the Services to any third party. If you have reason to believe that your Account is no longer secure, you must immediately notify us of the problem. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and shall forever be owned by and inure to our benefit. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities are conducted through your Account. You may use our Services only if you are at least the age of majority in the jurisdiction in which you reside.

1.2. OUR RIGHTS

WE MAY SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT AND/OR TERMINATE OR SUSPEND YOUR ACCESS TO THE SERVICES AT ANY TIME WITH ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, WITHOUT ANY LIABILITY TO YOU WHATSOEVER. You acknowledge and agree that we are not required to provide you notice before suspending or terminating your Account and/or your access to the Services.

1.3. YOUR RIGHTS

You have the right to cancel your Account at any time. You understand and agree that, except as expressly provided by law and otherwise herein, the cancellation of your Account is your sole right and remedy with respect to any dispute with us. This includes, but is not limited to, any dispute related to or arising out of (i) this Agreement or our enforcement or application thereof or (ii) your ability to access and/or use the Services.

2. GENERAL TERMS

2.1. TERMINATION

This Agreement shall continue until you close your Account and, if applicable, uninstall our Applications in accordance with our standard procedures or until sooner terminated according to these Terms.

2.2. INDEMNIFICATION

You agree to indemnify and hold harmless us, our affiliates and our and their officers, directors, licensors, partners, licensees, consultants, contractors, agents, attorneys, employees, and third party service providers (collectively, the “Indemnitees”) from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “Claim(s)”), that actually or allegedly result from your information, use of the Services, or your breach of this Agreement. You agree to be solely responsible for defending any Claim against or suffered by any Indemnitee, subject to the relevant Indemnitee’s right to participate with counsel of its own choosing, and for payment of damages or losses resulting from all claims against any Indemnitee provided that you will not agree to any settlement that imposes any obligation or liability on any Indemnitee without our prior express written consent.

2.3. ELECTRONIC NOTICES AND DISCLOSURES

You agree that we are able to provide you notices electronically to you through your Account or other electronic means all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship. You can receive all the disclosures and notices electronically. By using electronic disclosure, all pertinent delivery fees are waived as charged to you by third parties, including, but not limited to, text rates, bills, and surcharges.

We may give you notices by posting on the Site or by sending them to your Account or to the email address on file for you. It is your responsibility to ensure that your email address and other contact information is updated, current, and correct. All notices to us shall be sent via recognized overnight courier or certified mail, return receipt requested, to Fanlete, LLC, 2815 Fletcher Avenue, 68508 Lincoln, Nebraska.

2.4. USER CONTENT

The Services include interactive areas in which you may post content and information, (in whatever form, referred to herein as “User Content”). You are solely responsible for, the User Content you post to the Services. You are also solely responsible for your use of such interactive features and use them at your own risk. We reserve the right to remove or modify User Content for any reason in our sole discretion.

When you post User Content to the Services, you give us and our Affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. To the extent such content is attached to a user profile on the Services, the foregoing license includes a right to reproduce your profile, and any name, likeness or photograph contained in such profile. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

2.5. YOUR CONDUCT

All User Content should be free of violent, threatening, vulgar, discriminatory, harassing, or sexually objectionable content (“Impermissible Content”). You acknowledge and agree not to post any Impermissible Content and to otherwise comply with any policies related to User Content we may implement from time to time. You also acknowledge and agree that nothing in this paragraph limits our rights under Section 1.2 of these Terms.

2.6. WARRANTY DISCLAIMER

YOU EXPRESSLY AGREE THAT THE SERVICES ARE AVAILABLE ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THAT YOUR USE THEREOF IS AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (III) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICES, OR ANY PART THEREOF, (IV) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES, (V) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND ANY OTHER WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT OUR WARRANTY DOES NOT COVER TELECOMMUNICATIONS OR INTERNET OUTAGES CAUSED BY THIRD PARTIES OR OTHERWISE OUTSIDE OF OUR CONTROL. THE SERVICES MAY BE LIMITED BY MANY FACTORS, INCLUDING INHERENT RISKS OF THE INTERNET.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

2.7. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, OUR DIVISIONS, SUBSIDIARIES AND AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, WHETHER OR NOT FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH: (I) THE ACCESS, CONSUMPTION OR USE OF OR THE INABILITY TO ACCESS OR USE ANY PART OF THE SERVICES; (II) ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; (III) ANY SERVICES AVAILABLE THAT ARE DELAYED OR INTERRUPTED; (IV) ANY WEBSITE REFERENCED OR LINKED TO FROM THE SERVICES; (V) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE ANY LINKED SITE; OR (VI) YOUR RELIANCE UPON ANY MATERIAL, PRODUCT, SERVICE OR ANY CONTENT OR OTHER INFORMATION AVAILABLE ON THE SERVICES.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING IN ANY MANNER TO YOUR USE OF THE SERVICES IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES TO WHICH SUCH CLAIM RELATES IN THE 12 MONTH PERIOD PRECEDING THE FILING OF SUCH CLAIM.

2.8. INTELLECTUAL PROPERTY

The Services are protected by copyrights, trademarks, patents, trade secrets, and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"), and any unauthorized use of the same violates these Terms and may violate applicable law. Except as expressly provided herein, we do not grant you any express or implied right to use the Services. You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer any of the Services. In addition, you agree not to take any action that may infringe on our Intellectual Property Rights.

2.9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nebraska without giving effect to conflicts of law principles. Any dispute referring or relating to the Agreement or between the parties shall be governed by the laws of the State of Nebraska, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Douglas County, Nebraska. Any claim against us arising from the Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

2.10. MISCELLANEOUS

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision. You shall not assign or transfer this Agreement or any right or obligation hereunder to any third party. This Agreement, together with any other documents or agreements referred to herein, sets forth the entire Agreement between you and us.