#### Terms of Use

Welcome to PlayersOnCall! Our application and websites links sports fans with their favorite teams, leagues and sports. The terms 'we', 'us', 'our' and ' PlayersOnCall ' refer to Sports Apps Corp., a company incorporated in Canada. The term 'you' refers to you, the sports fan using our applications, websites, products and services.

Your use of this Application and Website is subject to your irrevocable acceptance without modification of these terms of use (the 'Terms') and you agree to use this Application or Website in accordance with and subject to these Terms. The Terms as set out hereunder constitute the entire agreement between you and PlayersOnCall. If you do not accept these Terms, do not use this Application or Website. By accessing any part of the PlayersOnCall Application or Website, you consent to be bound by these Terms.

Be sure to return to this page periodically to review the most current version of the Terms. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of our applications and websites signifies your acceptance of the updated or modified Agreement. If we modify these Terms, we will update the 'Last Updated' date at the top of these Terms. By continuing to access or use our applications and websites, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, please do not use this Website.

### **DISCLAIMER**

PlayersOnCall MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE APPLICATION FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON THE APPLICATION AND WEBSITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY PlayersOnCall. PlayersOnCall DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THE APPLICATION AND WEBSITE, ITS

SERVERS OR ANY EMAIL SENT FROM PlayersOnCall ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PlayersOnCall HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS APPLICTION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. PlayersOnCall ACCEPTS NO LIABILITY FOR ANY INFECTION BY COMPUTER VIRUS, BUG, TAMPERING, UNAUTHORISED ACCESS, INTERVENTION, ALTERATION OR USE, FRAUD, THEFT, TECHNICAL FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, OR ANY EVENT OR OCCURRENCE BEYOND ITS CONTROL, WHICH CORRUPTS OR AFFECTS THE ADMINISTRATION, SECURITY, FAIRNESS AND THE INTEGRITY OR PROPER CONDUCT OF ANY ASPECT OF THIS APPLICATION AND WEBSITE.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE APPLICATION AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APPLICATION. YOU UNDERSTAND THAT PlayersOnCall IS NOT REQUIRED TO MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE APPLICATION. PlayersOnCall MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE APPLICATION OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE APPLICATION. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE APPLICATION.

#### **NO LIABILITY**

IN NO EVENT SHALL PlayersOnCall BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF

THIS APPLICATION AND WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS APPLICATION AND WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON INFORMATION OR OPINIONS APPEARING ON THE APPLICATION AND WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE APPLICATION AND WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF PlayersOnCall AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Service Use Guidelines

PlayersOnCall gives you a personal, worldwide, non-assignable license to use our PlayersOnCall Application ('Application') and PlayersOnCall Website ('Website'). We provide you for your own personal, non-commercial use. This license lets you use PlayersOnCall solely as permitted by these Terms. Unauthorized use of any of PlayersOnCall's trademarks, logos, domain names or other distinctive brand features is prohibited.

Please note that all Application, Website, products and services, including, without limitation, all HTML code contained on this Application or Website, is owned by PlayersOnCall, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Application or Website is expressly prohibited, and may result in severe civil and criminal penalties.

Without limiting the foregoing, copying, or reproduction of the Application or Website to any other server or location for further reproduction or redistribution is expressly prohibited.

# CHANGES TO OUR SERVICE

PlayersOnCall may change, eliminate, restrict access to the Application or Website or any part of the service at any time, for any reason, without advance notice. Any, including, without limitation, features, tools, applications, websites, products and services which are added to the current Application or Website shall also be subject to the current Terms.

### LINKS TO THIRD-PARTY SITES

The Application or Website contains links to other websites operated by parties other than PlayersOnCall. Such hyperlinks are provided for your reference and convenience only. You acknowledge and agree that PlayersOnCall is not responsible or liable for the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.

We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer or cellphone, collect data or solicit personal information from you. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources. Other websites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

# THIRD-PARTY SERVICES AND CONTENT

PlayersOnCall services may integrate, be integrated into, be provided or provide connection and content with third-party services and content. We do not control own those third-party services and content. PlayersOnCall only reproduces and uses content readily made available to the public. You should read the terms of use agreements and privacy policies that apply to such third-party services and content. However, these

third-party beneficiaries are not a party to this contract and are not responsible for the provision or support of the PlayersOnCall Application and content. You agree that your access to PlayersOnCall using all devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

### ACCOUNT AND PASSWORD

You are responsible for maintaining the confidentiality of your account information, including your password, in respect of any account on the Application or Website. You are responsible for all uses of your registered account(s), whether or not actually or expressly authorized by you. You are responsible for verifying and maintaining the protection, security, and distribution of your account information, including account numbers, user names, and passwords. All liability relating to password management resides with you and under no circumstances, including negligence or misconduct, shall PlayersOnCall be liable for any damages that result from the use of your account.

# REVIEWS, COMMENTS AND OTHER SUBMISSIONS

Please be aware that by submitting content to the Application or Website by electronic mail, postings on the Application or Website or otherwise, including any information relating to sports teams, leagues, players or the like contained in any mails or postings, you grant PlayersOnCall a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such submissions throughout the world in any media, now known or hereafter devised, with or without the name you used to make such submission. You also hereby waive all moral rights you may have in the submissions. You acknowledge and agree that your submissions are not your confidential or proprietary information. We take no responsibility and assume no liability for any submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute

discretion to remove or alter any submission. If you do not agree to these terms and conditions, please do not provide us with any submissions.

You are fully responsible for the content of your submissions, (specifically including, but not limited to, content submitted on the Application and Website). You are prohibited from posting or transmitting to or from our Application or Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this application or website. You acknowledge that PlayersOnCall may exercise its rights (e.g. use, publish, delete) your submissions without notice to you.

#### **FEEDBACK**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Application and Website ('Feedback'). You may submit Feedback by emailing us at improve@sporteaz.com, through the "Contact" section of the Application or Website. You acknowledge and agree that all Feedback will be the sole and exclusive property of PlayersOnCall and you hereby irrevocably assign to PlayersOnCall all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, trade-marks and other proprietary or intellectual property rights therein. You also hereby waive all moral rights you may have in the Feedback. At PlayersOnCall 's request and expense, you will execute documents and take such further acts as PlayersOnCall may reasonably request to assist PlayersOnCall to acquire, perfect, maintain and defend its intellectual property rights and other legal protections regarding the Feedback.

#### NO EMPLOYMENT

You agree that no joint venture, partnership, or employment relationship exists between you and PlayersOnCall as a result of these Terms or use of the Application and Website.

#### NO ENDORSEMENT

By using the Website, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other third parties will be limited to a claim against the particular third party who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from PlayersOnCall with respect to such actions or omissions.

# COPYRIGHT, NOTICE AND LIMITED LICENCE

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### **PRIVACY**

Our Privacy Policy explains our collection and use of information on the service, including information you may consider personal. You consent to the information practices described in that policy as it may be updated from time to time without further notice.

#### CONTROLLING LAW AND JURISDICTION

These Terms will be interpreted in accordance with the laws applicable in the province of Quebec (Canada), without regard to its conflict-of-law provisions. You and we hereby agree, for any claim or lawsuit resulting from any reason whatsoever in relation with these Terms, the Application or the Website, to attorn to the judicial district of Montreal, province of Quebec, Canada, as the appropriate location for the hearing of said claim or lawsuit and excluding any other judicial district of Quebec or elsewhere which might have jurisdiction with respect to any such matter.

#### INTERNATIONAL ACCESS

PlayersOnCall Application and Website may be accessed from countries other than Canada. We control and operate PlayersOnCall Application and Website from offices located in the Canada and all servers that make it available reside in Canada. We make no representations or warranties that PlayersOnCall Application and Website are appropriate for use or access in other locations. If you access and use PlayersOnCall Application and Website outside Canada, you do so on your own initiative and you are

responsible for complying with Canadian and your local laws and regulations, if and to the extent such laws are applicable.

#### **INDEMNITY**

You agree to indemnify and hold PlayersOnCall, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Application or the Software.

# **TERMINATION**

PlayersOnCall or its service providers may at any time and for any reason, with or without cause, and in their sole discretion, immediately: (i) suspend or terminate (in whole or in part) your authorization to use the Application or Website; (ii) suspend, terminate, remove or permanently delete and destroy, as applicable, your account with PlayersOnCall or any material that you or others may have posted or submitted to the Application or Website; (iii) restrict access to the materials posted or submitted to the Application or Website; and (iv) bar you from any future use of the Application or Website; all without any prior notice or any liability to you or any other person, and you agree to comply with all such measures.

#### **WAIVER**

PlayersOnCall 's failure to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the rights attaching to any of them.

## **ENTIRE AGREEMENT**

These Terms and our Privacy Policy constitute the entire agreement between you and PlayersOnCall. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue to be in full force and effect.

# **Privacy Terms**

PlayersOnCall ('PlayersOnCall', 'we' or 'us') provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of www.sporteaz.com (the 'Website').

Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Service. As used in this policy, the terms 'using' and 'processing' information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization.

Be sure to return to this page periodically to review the most current version of the Privacy Policy. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Privacy Policy without prior notice, and your continued access or use of this Application and Website signifies your acceptance of the updated or modified Privacy Policy. If we modify it, we will update the September 22, 2016 date at the top of the Privacy Policy. By continuing to access or use the Application and Website, you are indicating that you agree to be bound by the modified the Privacy Policy. If the modified Privacy Policy is not acceptable to you, please do not use this Application and Website.

#### Information collection and use

Our primary goals in collecting information are to provide and improve our Website, Application, services, features and content, to administer your use of the Website and Application and to enable users to enjoy and easily navigate the Website and Application.

#### Links to Other Sites

Our Application and Website may contain links to other websites and services. Any information that you provide on or to a third-party website or application is provided directly to the owner of the website or applications and is subject to that party's privacy policy. Our Privacy Policy does not apply to such websites or applications and we're not responsible for the content, privacy or security practices and policies of those websites or applications. To protect your information we recommend that you carefully review the privacy policies of other websites and applications that you access.

#### Session

We automatically collect session information about your computer and smartphone when you visit the Website and Application. For example, we will collect your IP address, Web browser software (such as Firefox, Safari, or Internet Explorer), and referring website.

When you visit the Website and Application, whether as a non-registered user just browsing, our servers automatically record information that your browser sends whenever you visit a website ('Log Data'). This Log Data may include information such as your computer's Internet Protocol ('IP') address, browser type or the webpage you were visiting before you came to our Website and Application, pages of our Website and Application that you visit, the time spent on those pages, information you search for on our Website and Application, access times and dates, and other statistics.

We use this information to monitor and analyze use of the Website and Application and for the Website's and Application's technical administration, to increase our Website's and Application's functionality and user-friendliness, and to better tailor our Website and Application to our visitors' needs. We also use this information to verify that visitors to the Website and Application meet the criteria required to process their requests. We do not treat Log Data as personal information or use it in association with other personal information, though we may aggregate, analyze and evaluate such information for the same purposes as stated above regarding other non-identifying information.

#### Cookies

Like many websites and applications, we use 'cookies' to collect information. A cookie is a small data file that we transfer to your computer's or smartphone hard disk for record-keeping purposes. We use cookies for two purposes. First, we utilize persistent cookies to save your login information for future logins to the Website and Application. Second, we utilize session ID cookies to enable certain features of the Website and Application, to better understand how you interact with the Website and Application and to monitor aggregate usage by PlayersOnCall users and web traffic routing on the Website and Application. Unlike persistent cookies, session cookies are deleted from your computer and smartphone when you log off from the Website and Application and then close your browser. Third party advertisers on the Website and Application may also place or read cookies on your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites and applications you visit. If you do not accept cookies, however, you may not be able to use all portions of the Website and Application.

# Aggregate Information

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

#### Information Shared with Third Parties

We may share aggregated information and non-identifying information with third parties for industry research and analysis, demographic profiling and other similar purposes.

# Information Disclosed in Connection with Business Transactions

Information that we collect from our users, including PII, is considered to be a business asset. As a result, if we go out of business or enter bankruptcy or if we are acquired as a result of a transaction such as a merger, acquisition or asset sale, your PII may be disclosed or transferred to the third-party acquirer in connection with the transaction.

#### International transfer

YOUR INFORMATION MAY BE TRANSFERRED TO - AND MAINTAINED ON - COMPUTERS LOCATED OUTSIDE OF YOUR STATE, PROVINCE, COUNTRY OR OTHER GOVERNMENTAL JURISDICTION WHERE THE PRIVACY LAWS MAY NOT BE AS PROTECTIVE AS THOSE IN YOUR JURISDICTION. YOUR CONSENT TO THIS PRIVACY POLICY FOLLOWED BY YOUR SUBMISSION OF SUCH INFORMATION REPRESENTS YOUR AGREEMENT TO THAT TRANSFER.