

1. Acceptance of Terms

By downloading the DraftCats iOS application from the Apple App Store or visiting draftcatsapp.com you accept and agree to be bound by the terms and provisions of this agreement.

ANY PARTICIPATION IN THE IOS APPLICATION OR WEBSITE WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, PLEASE DO NOT USE THIS APPLICATION OR WEBSITE.

This document will always be available through a link at the bottom of draftcatsapp.com.

2. Defining Important Keywords

1. "Agreement" is defined as this Terms of User agreement.
2. "App" is defined as the DraftCats iOS application owned and operated by DraftCats LLC.
3. "Site" or "Website" is defined as the DraftCats website located at draftcatsapp.com and is owned and operated by DraftCats LLC.
4. "User", "You", or "you" is defined as any person who uses the App or visits the Site.
5. "DraftCats", "We", or "Us" refers to DraftCats LLC.

3. Eligibility

You hereby represent and warrant that you a natural person and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and comply with the Agreement.

If you do not meet the eligibility requirements stated below in this section, then do not use the App or Site. In addition to any other rights that DraftCats may have by law or equity, DraftCats reserves the right to terminate the User's account (and withhold or revoke any balance, deposits, or withdrawals) if the User is found in violation of eligibility. DraftCats may ask for proof of eligibility to withdraw from a User's account.

In order to use the App or Site, you are able to represent and warrant that:

1. you are 18 years of age or older;
2. you are the individual assigned to the email address and phone number when your;
3. you are a citizen or resident of the United States of America and live within the United States of America;
4. you are physically located in a jurisdiction where participation in any contest is not prohibited by applicable law;
5. you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.
6. The following persons are ineligible to receive any prize offered by DraftCats: DraftCats employees, officers, and directors (and their immediate family members), its parent companies, subsidiaries, and affiliates; and any other person with access to non-public information regarding the operation of any tournament offered on the App. For purposes of this section, immediate family members include any person permanently residing in the same household with such employee, officer, or director. DraftCats employees may use the DraftCats service for the purpose of testing the user experience, but may not withdraw money or prizes for themselves;

7. you have only established and use one account with DraftCats.

4. Depositing

User's must provide DraftCats with valid credit card information at the time of deposit. All feeds will be charged at the standard fee in effect for the products and/or services being purchased by the User. DraftCats will not automatically renew any purchases or deposits. DraftCats reserves the right, in its sole discretion, to determine the eligibility of each User who purchase products and/or makes deposits to the User's account.

5. Refunds and Withdrawals

Once a User purchase an entry to a contest, the purchase is non-refundable, except in the case of contest cancellation. Cancellations may occur if a contest does not meet minimum entry requirements or at the sole discretion of DraftCats. In the case of cancellation of contest, the entry fee will be refunded to the User's account. Transfer of entries from one User to another is not permitted.

User's may withdraw any available balance on the User's account. Bonus balances (obtained through promotions and other bonuses) are not permitted for withdrawal. DraftCats reserves the right to charge a withdrawal fee. Withdrawals can take up to 5 business days to process.

When a User submits a withdrawal request on the App, the amount originally deposited is first refunded to the method of purchase (such as credit card) up to the amount deposited or the withdrawal request. Any excess will be disbursed only through PayPal to a PayPal account provided by the User. In the case where the User does not have a PayPal account, the User may collect the excess disbursement by check. The User can contact support@draftcatsapp.com with their name, username, and mailing address. DraftCats may ask for more information to validate and process your request. Checks have a \$5 minimum limit and may be subject to a \$5 processing fee. Checks may take up to 15 business days to process.

DraftCats reserves the right to freeze a User's account and/or delay a withdrawal request pending completion of an investigation of reported or suspected abuse by the User requesting the withdrawal. All withdrawals shall be subject DraftCat's remedies and sanctions set forth under "Fraud and Abuse".

If the User's account is closed by DraftCats for violation of this Agreement, the User's balance may be voided and not required to the User. In such an event, DraftCats, in its sole discretion, may use these winnings to defray the costs of administration and enforcement of this Agreement.

6. User Responsibilities

The User is responsible for ensuring that their password is secure and confidential. In the case that a User believes that his or her account is not secure, the User will change his or her password and notify DraftCats to avoid liability for any unauthorized charges to the User's account. The User is also responsible for and must provide all equipment and services (including internet access provider fees) required to access and user the App or Site.

DraftCats is not responsible for delivery, warranties, guarantees, or other matters

concerning purchase from third parties.

7. Legality and Taxes

You are subject to all laws of the city, state, federal, province and/or country in which you reside and from which you access the App or Site and are solely responsible for obeying those laws. Access to the App or Site may not be legal for some or all residents of, or persons present in, certain jurisdictions. You agree that DraftCats cannot be held liable if laws applicable to you restrict or prohibit your participation. DraftCats makes no representations or warranties, express or implied, as to the lawfulness of your accessing the App or Site or participating in any tournament offered on the App or Site nor shall any person affiliated, or claiming affiliation, with DraftCats have authority to make any such representations or warranties.

DraftCats reserves the right (but has no obligation to you) to monitor the location from which you access the App or Site and to block access from any jurisdiction in which participation or access is illegal or restricted. DraftCats may require any User receiving any prize to provide DraftCats with proof that he or she is, or was at the time the subject tournament was played, eligible to participate according to this Agreement. Without limiting any contrary provision of this Agreement, if DraftCats monitors your access or participation on the App or Site, DraftCats shall not be liable for the effectiveness of such monitoring. By accessing, using, or downloading in any way any materials on the App or Site, or merely browsing the App or Site, or creating an account and/or participating in any tournament or service offered by or through the App or Site, you represent and warrant that you are doing so in compliance with this Agreement and agree to indemnify and hold harmless the App or Site for any liability, claims, and damages (including attorneys' fees) arising out of or related to your violation of this Agreement.

It is the policy of DraftCats, and in compliance with United States Internal Revenue Service regulations, DraftCats may send an IRS Form 1099 or other appropriate form to any person who wins in excess of \$600 (USD) on the site in any given year. Depending on the jurisdiction in which you reside, DraftCats may also send you additional tax forms. In the case of contests where User win \$600 or more, we will withhold payment of funds until an IRS Form 1099 can be returned to DraftCats. We do not withhold any taxes and you remain solely responsible for paying all federal and other taxes in accordance with the laws that apply in your local, state, province, and/or country of residence

8. Limitations on Participation

You may establish only one account per person to participate in the activities offered on the App or Site. DraftCats reserves the right to monitor all activities on the App or Site, including without limitation, any effort to establish multiple accounts; in the event DraftCats discovers that you have opened more than one account per person, all additional accounts will be closed without notice and continued violation will result in the termination of any and all of your accounts and DraftCats may void any associated winnings. DraftCats also reserves the right to deny access to anyone, including, but not limited to, those Users who use proxy servers and/or IP addresses residing in certain geographical areas.

DraftCats may impose dollar amount limitations on the credit card transactions in which you engage to fund your activities on the App or Site. DraftCats may also impose limitations on the net dollar amount you may lose or win on the App or Site in any calendar month; should your losses reach the designated limit, your play in the tournaments offered

on the App or Site will be restricted until the beginning of the next calendar month. DraftCats reserves the right to change these dollar amount limitations at any time in the sole and absolute discretion of DraftCats. DraftCats reserves the right to expire the User's account balance of any dormant account. A dormant account shall be defined as any account that has been inactive for greater than one-hundred eighty (180) days.

Prize money, account balance, and future tournament entries are non-transferable.

9. Entries - Minimum, Maximum, and Canceled Contests

For cash contests, the maximum number of entries will always be fixed beforehand and will not vary. Once the contest has reached the maximum number of entries, the contest is closed to additional entries. Tournaments may also be scheduled with a minimum number of entries (quorum), specified beforehand and will not vary. The contest prizes for a specific contest will not change depending on the number of entries. Thus, the tournament has only three statuses: a) It has not yet reached the sufficient (minimum) number of entries; b) It has reached the minimum number of entries and will proceed; or c) It has reached the maximum number of entries and will proceed, but is closed to future entries. In all cases, the prizes will not change. It is only in case a), where the minimum number of entries has not yet been reached, that the contest is subject to cancellation due to insufficient entries. If the contest reaches the pre-determined closing time, and the minimum number of entries has not yet been reached, the contest will be cancelled due to insufficient entries and all entry fees shall be refunded.

10. Prizes

Prizes are generally cash amounts, which are deposited directly into winners' accounts. The cash value of prizes offered in tournaments will be disclosed at the beginning of such tournaments. If a contest has to close prematurely, such as for maintenance or technical problems, the entry fee will be refunded to the User's account. Except where otherwise noted, in all contests with actual cash entry fees, DraftCats retains a predetermined portion of the aggregate total as a management fee and/or contest hosting fee.

Winners who wish to cash out their winning prizes can make a withdrawal request which will be sent to their requested PayPal account.

11. Determination of Winners

The results and winners of each contest offered on the App or Site will be determined by DraftCats, and such determinations are final. By registering and/or participating in any contest, you agree to be bound by these determinations.

12. Game Rules

Rules for contests are offered on the App and Site and may change at any point before a contest begins.

13. Fraud and Abuse

Anyone who engages in, participates in, or displays behavior that may be interpreted, in the sole and absolute discretion of DraftCats, as the use of unfair methods on the App or Site, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (including the use of bots, bot

nets, collusion with bots and/or use of software or programs), intentionally poor play in certain games in order to achieve a broader competitive advantage, collusion with other User, harassment of other participants, posting of objectionable material, any breach of this Agreement, any breach of the security of your account or the App or Site, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, "Abuse"), you shall be subject to immediate sanction (as determined by DraftCats in its sole and absolute discretion), including without limitation: (1) immediate termination of your account and blocking of App or Site access; (2) any prizes, winnings and any other representative of value (if any) that you may otherwise have been entitled to receive shall be void and/or forfeited; (3) any prizes, winnings and representative of value already received by you shall be subject to disgorgement and/or recoupment by DraftCats; and (4) in the case of money laundering, disclosure to the FBI in accordance with the terms of certain recently passed Federal legislation. Without in any way limiting any provision of this Agreement, DraftCats expressly reserves the right to institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including the right to recover fees and expenses (including attorneys' fees) and the right report you and such abuse to any and all relevant regulatory authorities or governmental agencies.

14. Accuracy of User Information

You represent and warrant that all information you provide to DraftCats is complete, accurate, and current. Knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete, and accurate information, may result without limitation, in immediate termination of your account and forfeiture of any prizes, winnings, or account balances.

15. Privacy

DraftCats Privacy Policy is available at draftcatsapp.com near the bottom of the site.

16. Promotional Activities

By registering for an account, you agree that DraftCats may display your username and contest records. By accepting any prize from the App or Site, you agree to allow DraftCats to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional, marketing or related purposes without additional compensation.

17. Community Standards and Conduct

You agree to not use the App or Site to:

1. upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a DraftCats official, falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the App or Site;
5. solicit other Users of the App or Site to join or become members of any online or other service;

6. upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
7. upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
8. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
9. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
10. interfere with or disrupt the DraftCats Services or servers or networks connected to the DraftCats Services, or disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing, the DraftCats Services;
11. intentionally or unintentionally violate any applicable local, state, national or international law;
12. "stalk" or otherwise harass another User; or
13. collect or store personal data about other User or DraftCats Employees.

18. Service Content and Software

DraftCats shall not be responsible for any opinions, views, advice or statements posted on the App or Site (including, without limitation, in any public posting areas of the App or Site) by any person or entity other than an authorized DraftCats employee or spokesperson. DraftCats advertisers, Content Providers, Users, Merchants, guests, independent writers and experts are not authorized DraftCats spokespersons. Users should not rely on the opinions, views, advice or statements provided by DraftCats advertisers, Content Providers, Users, Merchants, guests, independent writers or experts for important personal decisions.

Any use of DraftCats software by Users must be with DraftCats's express written permission pursuant to this Agreement and any applicable Rules. Any right to use DraftCats software is granted only as a personal, revocable, nonexclusive and nontransferable license. Users shall not modify, copy, or sell any DraftCats software.

19. Links to External Sites and Resources

App or Site may contain links to other World Wide Web sites or resources. These sites and resources are not controlled by DraftCats, and the mere existence of the link on the App or Site does not imply an endorsement by DraftCats. External Web sites and resources are not subject to these Terms and Conditions, or the DraftCats Privacy Policy, and may be subject to other terms and conditions or policies posted therein. Because DraftCats has no control over such sites and resources, you acknowledge and agree that DraftCats is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that DraftCats 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 use of or reliance on any Content, goods or services available on or through any external site or resource. Your use of external sites or resources is at your own risk.

20. Disclaimers and Limitations of Liability

THE USER AGREES THAT THE USE OF THE APP OR SITE, ANY DRAFTCATS WEB SITE, AND ANY SOFTWARE OBTAINED THROUGH OR IN CONNECTION WITH THE APP OR SITE ("SOFTWARE") IS AT THE USER'S SOLE RISK. NEITHER DRAFTCATS, ITS CONTENT PROVIDERS NOR ANY OF THEIR RESPECTIVE MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS WARRANT THAT THE APP OR SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT SOFTWARE WILL BE ERROR-FREE. NEITHER DRAFTCATS NOR ANY OF THE FOREGOING PERSONS MAKES ANY WARRANTY AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES PROVIDED THROUGH THE SERVICE OR THE RESULTS TO BE OBTAINED FROM USE OF THE APP OR SITE. THE APP OR SITE AND USE OF ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DRAFTCATS HEREBY EXPRESSLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS CONTENT PROVIDERS, ALL WARRANTIES OF ANY KIND, OTHER THAN THOSE WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSIONS, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE USER'S SOLE REMEDY FOR ANY DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, OR OTHER CAUSE, SHALL BE TO TERMINATE THE USER ACCOUNT. IN NO EVENT WILL COMPANY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE APP OR SITE OR ANY SOFTWARE OR CONTENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE APP OR SITE, SOFTWARE, OR CONTENT OR OUT OF THE BREACH OF ANY WARRANTY OR ANY OTHER CAUSE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DRAFTCATS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DRAFTCATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE APP OR SITE AND/OR PARTICIPATE IN DRAFTCATS CONTESTS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SITE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM DRAFTCATS SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON DRAFTCATS SITE; OR (V) ANY OTHER MATTER RELATING TO THE APP OR SITE OR OPERATION OF DRAFTCATS CONTESTS. IN NO EVENT SHALL DRAFTCATS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE APP OR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION

FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE SITE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

21. Indemnification

USER AGREES TO BE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT.

User agrees to defend, indemnify and hold harmless DraftCats, its parents, affiliates, Content Providers, and Merchants and their respective managers, directors, officers, employees and agents from and against all claims, causes of actions, damages, and related expenses, including reasonable attorneys' fees, arising out of the User's use of the App or Site or the User's Account

22. Notices and Business Address

DraftCats may give notices to Users, at DraftCat's discretion, by posting a message on the App or Site by electronic, conventional mail, or by any other means by which the User obtains actual knowledge thereof. Notices to DraftCats must be given via electronic or conventional mail.

Notices to DraftCats via electronic mail must be sent to support@draftcatsapp.com.

Notices to DraftCats via conventional mail must be sent to:
DraftCats, c/o DraftCats, LLC
420 Lawrence Street
Lexington, KY 40508

Notices by a User to DraftCats will not change the terms of this Agreement or any rules imposed by DraftCats.

23. Termination

DraftCats may terminate this Agreement and the User's Account at any time, with or without cause. In the event that the User is dissatisfied with the App or Site for any reason whatsoever at any time, the only right available to the User is to provide notice to DraftCats of their intention to terminate their use of the account, App, and Site. DraftCats may suspend or terminate the User's Account, without notice, in the event of any breach by the User of this Agreement or any Rules or for other conduct by the User which DraftCats, in its sole discretion, considers to be unacceptable. Suspension or termination of a User's Account means that the DraftCats App or Site will no longer be accessible to the User. DraftCats shall not be responsible for any consequences to User resulting from lack of User access. Suspension or termination of a User's Account by DraftCats also terminates DraftCat's license to use any software and/or content provided by DraftCats. All agreements made in this Agreement which by their terms are to be performed or observed after termination shall remain in full force and effect and shall survive the termination of the User's Account and this Agreement, whether by DraftCats or the User.

24. Use of User Information

DraftCats shall have the right to use, for such purposes as are described in the DraftCats

Privacy Policy, any information provided by the User or regarding the User's access to or use of the App or Site. Users are prohibited from using another person's User information for any business or commercial purposes.

25. Changes

DraftCats reserves the right, at any time, to (i) change the terms of this Agreement and/or any Rules, (ii) change the App or Site, including eliminating or discontinuing any content or feature of the app, changing the terms of eligibility, restricting the hours of availability, or limiting the amount of use permitted by the User, or (iii) change any fees or charges for use of the App or Site, including instituting new or increased fees or charges for the use of the App or Site or any features, contests, products or services offered through use of the App or Site. Users will be given prior notice (via either postings on the App or Site or emails to Users) before any increase in existing fees or charges will become effective. All other changes shall be effective immediately unless otherwise stated. Any use of the App or Site under a User's Account after notice of changes in fees and/or charges shall be deemed to constitute acceptance by the User of the changes in those fees and/or charges.

26. Miscellaneous; Governing Law

This Agreement, together with all applicable Rules, constitute the entire and only agreements between DraftCats and the User with respect to the App or Site and products and services provided by DraftCats, and supersede all other communications and agreements with respect to the subject matter thereof. DraftCats reserves the right to modify this Agreement and the Rules from time-to-time in its sole discretion. The provisions of this Agreement are for the benefit of DraftCats, its affiliates, Content Providers, and Merchants and their respective managers, directors, officers, employees, agents and licensors and, as such, each shall have the right to assert and enforce such provisions directly on its own behalf. This Agreement shall be governed by and construed under the laws of the State of Kentucky without regard to its conflict of laws principles, and the exclusive forums for resolution of any disputes arising under this Agreement shall be the state and federal courts located in Frankfort. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.