

Brand Affinity Technologies, Inc.

- **Fantapper Website and Services Terms of Service**

Fantapper - Website and Services Terms of Service
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Certain services available through this Site, the Fantapper Platform and Services may require you to download software or other materials and/or affirmatively accept additional terms and conditions specific to those services before proceeding with the use of such services. The acceptance of those additional terms and conditions will constitute a written agreement between you and BAT or the applicable licensor or content provider.

You may be required to register and create a user account to use portions of this Site, the Fantapper Platform and Services (“User Account”).

BAT reserves the right to modify, discontinue or terminate, in whole or in part, the Site, the Fantapper Platform and the Services, or to suspend or terminate your User Account or use of the Site, the Fantapper Platform or any Services at any time, without notice, for any reason, in BAT’s sole discretion.

Account Registration

Where registration for use is necessary, you will be required to accept these Terms of Service and any other terms and conditions, as the case may be, as part of your use of the Site, the Fantapper Platform and Services. You may not register on behalf of another person or entity nor use another person’s User Account unless you are expressly authorized by such person or entity to do so. Your User Account gives you access to the Services and features that BAT may provide from time to time in our sole discretion. You may register for a User Account with BAT to use the Services, directly via the Services or by logging into your account with certain third party Social Networking Sites (“SNS”), including but not limited to Facebook and Twitter, via the Services. If you decide to create a User Account by logging into your SNS account, and depending on the privacy settings you have set in your SNS account, we will capture the Personal Information you have provided to the SNS through your SNS account (such as your name, email address and other information you make publicly available via your SNS account) and use that information to create your User Account. Such information obtained from your SNS account shall be governed by such SNS’ privacy policy. You have the ability to disable the connection between the Fantapper Platform and Services and an SNS you’ve chosen to access via the Fantapper Platform and Services at any time via the “Settings” section of the Services. For example, our Services allow users to create an account and login to the Services using their Facebook account credentials through Facebook Connect. If you are not currently registered as a User and you click on “Sign in Using Facebook,” you will be asked to enter your Facebook credentials and a User Account is then created for you. By using Facebook Connect, you are allowing BAT to access your Facebook account information and you are agreeing to both BAT’s and Facebook’s Terms of Service regarding your use of the Services via Facebook.

By maintaining a User Account to use the Site, the Fantapper Platform and/or the Services, you agree: (a) to provide accurate and complete user information; (b) to promptly update your user information when changes occur; (c) to maintain the security of your user name and password; (d) immediately notify BAT if you become aware of any unauthorized use of your account or other breach of security; and (e) that you are solely responsible for the activity that occurs on your User Account. BAT shall not be responsible for any losses or harm caused by any unauthorized use of your User Account.

You agree that BAT may use the information that you provide through your User Account to provide you with the Services and enhance your user experience while using the Services, including using the email address you provided to send you Services-related emails in accordance with our Privacy Policy. You agree that BAT may use or disclose any information about you obtained through your registration or from your use of the Site, Fantapper Platform or Services to comply with law, to respond to a subpoena, court order or other legal process, or to protect the rights or property of BAT or its customers, licensors or content providers.

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You are responsible for your use of the Site, Fantapper Platform and Services, for any User Generated Content you post to the Services, and for any consequences thereof, including the use of your User Generated Content by other users and our third party partners. You agree that we are only acting as a passive conduit for your online or mobile distribution and publication of your User Content. The User Generated Content you submit, post, or display will be able to be viewed and rebroadcasted by other users of the Site, Fantapper Platform and Services and through third party services and websites. You should only provide User Generated Content that you are comfortable sharing with others under these Terms of Service. You agree not to post User Generated Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current; (ix) violates any school or other applicable policy, including those related to cheating or ethics; or (x) violates or will violate any third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Generated Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Generated Content and have the power to grant the license granted below. BAT reserves the right, but is not obligated, to reject and/or remove any User Generated Content that we believe, in our sole discretion, violates these provisions. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service

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Once installed, Fantapper applications can typically be found in most browsers under "Extensions" or "Add-ons". If you are using Firefox or Chrome, you can uninstall Fantapper applications under the Tools menu by selecting Extensions (Chrome) or Add-ons (Firefox) and choosing Uninstall/Remove next to the Fantapper icon. For Safari users you can access Extensions under the Safari Preferences menu. If you are using Internet Explorer, you can uninstall Fantapper applications by accessing Add/Remove Software (or Uninstall a Program) through your Control Panel.

Security

The security of your Personal Information is very important to us. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. However, due to the inherent open nature of the Internet, we cannot ensure or warrant the security of any information you transmit to or via the Services or guarantee that communications between you and us, or information stored on our servers, will not be subject to unauthorized access, disclosure, alteration or destruction due to a breach of any of our physical, technical, or managerial safeguards. BAT is also not responsible for the functionality or security measures of any third party. You agree to assume all of the above risks if you use the Site, Fantapper Platform or Services.

Privacy Policy

BAT recognizes that privacy is an important concern to our Users. We have created a privacy policy in order to demonstrate our commitment to your privacy and to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive from users of the Site, Fantapper Platform or Services ("Privacy Policy"). By accessing or using the Site, Fantapper Platform or Services, you are agreeing to be bound by our [Privacy Policy](#).

Copyright Policy; Notices of Alleged Infringement

We respect the intellectual property of others, and we ask that our users do the same. It is BAT's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you are a copyright owner, or an authorized representative of one, and you believe your copyright, trademark, or other intellectual property rights have been infringed by the display of any Content, User Generated Content or other material on the Site and/or Services, please send a written notification of a claim of infringement to our Designated Agent for Notices of Infringement ("DCMA Notice"). Upon receipt of a valid DCMA Notice, we may take whatever action we deem appropriate and necessary, including the immediate removal of the identified material from the Site and/or Services, without liability as provided in the DCMA.

To be effective, the DCMA Notice must be in writing and include:

- Identification of the copyrighted work or other right claimed to have been infringed;
- Identification of the Content, User Generated Content or other material that is claimed to be infringing and information reasonably sufficient to permit us to locate such material;
- Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and if available, an e-mail address;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the work that is allegedly infringed.

Please deliver the DCMA Notice to:

Brand Affinity Technologies, Inc.
Attn: Notice of Infringement
101 Academy, Suite 110
Irvine, CA 92617
Phone: (949) 242-7980
Email: legal@fantapper.com

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Eligibility

This Site, the Fantapper Platform and Services are intended solely for use by persons thirteen (13) years of age or older, and any registration, use or access to the Site, the Fantapper Platform or Services by anyone under 13 is a violation of these Terms of Service and is strictly prohibited. You may only use the Site, the Fantapper Platform or Services if you can form a binding contract with BAT and if you are at least 13 years old, whether acting on your own behalf or as an authorized representative of another person or entity. If you are at least 13 but less than 18 years old, you certify that you are either an emancipated minor or possess legal parental or guardian consent, and have a parent's consent to use the Site, the Fantapper Platform and Services. If you do not so qualify, do not attempt to register for or use the Service.

Governing Law

The laws applicable to the interpretation and enforcement of these Terms of Service shall be the federal law of the United States and the laws of the State of California, without regard to any conflict of law provisions.

Disputes

Any proceeding or action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state or federal courts located in Orange County, California, USA. You hereby consent to the exclusive jurisdiction and venue of such courts.

Notification Procedures

BAT may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our or via the Site, Fantapper Platform or Services, as determined by BAT in our sole discretion. We reserve the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement and our Privacy Policy. BAT is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Entire Agreement; Severability

These Terms of Service, together with any amendments and any additional agreements you may enter into with BAT in connection with the Services, shall constitute the entire agreement between you and BAT concerning the Services. The provisions of these Terms of Service are intended to be severable. If for any reason any provision of these Terms of Service is held to be unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without in any manner affecting the validity or enforceability of that provision in any other jurisdiction or the remaining provisions of these Terms of Service in any jurisdiction.

Miscellaneous

BAT may transfer or assign all or any portion of its rights or obligations under these Terms of Service without your consent. You may not transfers or assign these Terms of Service, or any of your rights or

obligations hereunder, without the prior written consent of BAT. Subject to the foregoing, these Terms of Service will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of these Terms of Service will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter exercise such rights or remedies.

Changes to Our Terms of Service

We reserve the right to change any of the terms and conditions contained in these Terms of Service, at any time and in our sole discretion. When we make changes, we will revise the “last updated” date at the top of these Terms of Service. Any changes will be effective immediately upon posting on the Site and/or via the Fantapper Platform or Services. Your continued use of the Site, Fantapper Platform and/or Services following the posting of changes will constitute your acceptance of such changes. Please check back to this page from time to time to determine if any changes have been made.

How to Contact Us

You can contact us by email at support@Fantapper.com.