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12865033 Canada Inc. ("**Props.cash**") provides a data driven research and analytics service ("**Service**") more fully described on the website Props.cash ("**Site**"). The Service is provided on a subscription basis under specific subscription plans offered by Props.cash from time to time ("**Subscription Plan**"). The Services are provided through the Site. This Agreement applies to anyone ("**You**" / "**Subscriber**") who subscribes for or otherwise uses the Services to receive Content (as defined below).

YOU MUST BE OVER 21 YEARS OF AGE TO USE OUR SERVICES. DO NOT ACCESS OR SERVICES IF YOU ARE UNDER 21 YEARS OF AGE. IT IS THE RESPONSIBILITY OF THE USER TO ENSURE GAMBLING IS LEGAL IN YOUR STATE OR COUNTRY. YOU MUST BE 21 OR OLDER TO WAGER ON ONLINE SPORTSBOOKS. PROPS.CASH DOES NOT CONDONE UNDERAGE GAMBLING. THE INFORMATION ON THIS SITE SHOULD BE USED FOR ENTERTAINMENT PURPOSES ONLY.

THE PROPS TOOL AND PICKS ARE PROVIDED WITH ABSOLUTELY NO GUARANTEE OF PROFIT. WE TRY TO SUPPLY YOU WITH THE BEST INFORMATION AVAILABLE TO US. HUMAN ERROR CAN OCCUR IN THE DATA. ALTHOUGH WE TRY OUR BEST TO ENSURE YOU'RE GETTING THE MOST ACCURATE DATA, WE CAN'T ENSURE THAT THE MOST UP TO DATE DATA IS ALWAYS PRESENTED. IF YOU BELIEVE ANY OF THE DATA IS INCORRECT, REACH OUT TO US, AND WE WILL DO OUR BEST TO RESOLVE IT AS QUICKLY AS WE CAN. NO LIABILITY OF ANY SORT, FINANCIAL OR OTHERWISE, IS ASSUMED BY PROPS.CASH.

IF YOU USE THIS DATA TO MAKE A WAGER, PLEASE ONLY BET AMOUNTS THAT YOU CAN AFFORD TO LOSE. WE DO NOT GUARANTEE THAT YOU WILL MAKE A PROFIT FROM USING THE TOOL AND FOLLOWING THE PICKS. FOLLOW THE ADVICE ON THE SITE AT YOUR OWN RISK.

THESE TERMS (WHICH TOGETHER WITH THE SUBSCRIPTION PLAN ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT") CONTAIN IMPORTANT DISCLAIMERS AND LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICES SO YOU SHOULD READ IT CAREFULLY BEFORE USING THE SERVICES. BY SUBSCRIBING FOR THE SERVICES (WHETHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN SUBSCRIPTION PLAN THAT REFERENCES THIS AGREEMENT OR OTHERWISE SUBSCRIBING FOR THE SERVICES), YOU AGREE TO THE TERMS HEREOF. IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THE WEBSITE OR ANY OF ITS CONTENT OR SERVICES.

1. Definitions

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Content" means any data, information, reports, probabilities or any other form of content made available by Props.cash to Subscriber through the Service.

"Subscriber Data" means all electronic data or information submitted by Subscriber to the Service;

"Fee" means the fees (as specified in the applicable Subscription Plan) payable by Subscriber to Props.cash for the right to receive access to the Service;

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

"Term" has the meaning ascribed to that term in Section 10.1; and

2. Provision and Use of the Service.

2.1 Provision of Service. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement including payment of the applicable fees, Props.cash shall make the Service available to Subscriber for Subscriber's personal use during the Term. Subscriber accounts are for personal use by Subscriber only and cannot be shared or used by any other person Subscriber's right to use the Service during the Term shall be in accordance with any additional conditions, restrictions or parameters specified in the applicable Subscription Plan(s).

2.2 DISCLAIMER. THE CONTENT (INCLUDING WIHTOUT LIMITATION ANY ANALYSIS, DATA, SUGGESTED PROBABILITIES OF OUTCOMES OR OTHERWISE) PROVIDED THROUGH THE SERVICE IS PROVIDED ON AN "AS-IS" BASIS AND PROPS.CASH MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONTENT, WHETHER IN REGARD TO ITS ACCURACY, SUITABILITY, LIKELY-OUTCOME OR OTHERWISE. PROPS.CASH ACCEPTS NO RESPONSIBILITY FOR ANY OUTCOME THAT IS DIFFERENT TO ITS ANALYSIS OF LIKELY OUTCOMES, INFRINGEMENT BY ANY CONTENT OF ANY THIRD PARTY RIGHTS, WHETHER ARISING DUE TO INTELLECTUAL PROPERTY INFRINGEMENT (INCLUDING WITHOUT LIMITATION PLAGIARISM) OR OTHERWISE. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY DECISION OR ACTION THAT IT MAY TAKE REGARDING THE USE, OF ANY CONTENT, AND PROPS.CASH ACCEPTS NO RESPONSIBILITY FOR ANY CONSEQUENCES ARISING FROM SUCH USE, BY SUBSCRIBER (INCLUDING WITHOUT LIMITATION ANY DECISION TO PLACE ANY BET, WAGER, GAMBLE OR SIMILAR, OR ANY EQUIVALENT ACTION, OR ANY LOSS THAT MAY BE SUFFERED BY SUBSCRIBER IN RELYING ON ANY CONTENT).

2.3 Subscriber Responsibilities Subscriber is responsible for all activities that occur in Subscriber accounts and for its compliance with this Agreement. Subscriber shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through its account, and notify Props.cash promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.

2.4 Use Guidelines. Subscriber shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service or any Content available to any third party; (ii) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Service to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; (vii) attempt to copy, make duplicated or derivative works of, crawl or otherwise improperly access or use any of the Content.

3. FEES AND PAYMENT.

3.1 Fees. In consideration for the receipt of the Service, Subscriber shall pay Props.cash the Fees specified in the applicable Subscription Plan. Props.cash reserves the right to amend the fees on not less than 30 days' advance notice in writing to Subscriber, which notice may be by email or otherwise communicated by notice through the Service, whether accessed by Subscriber during such period or not .

3.2 Invoicing and Payment. Fees for the Service will be invoiced monthly in advance or as otherwise as specified in the applicable Subscription Plan. Unless otherwise stated in an invoice, charges are due immediately on the invoice

date. Subscriber is responsible for maintaining complete and accurate billing and contact information with Props.cash. By providing a credit card to Props.cash for pre-authorized payments, Subscriber authorizes Props.cash to charge the Subscriber credit card or debit account for all outstanding Fees, Taxes, charges and outstanding account balances due and this constitutes Props.cash's good and sufficient authority for so doing. If Subscriber's pre-authorized payment method fails, Props.cash will provide notification to you of payment failure. Subscriber shall: (i) keep the billing, credit card and payment information Subscriber provides to Props.cash or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, e-mail address and telephone number, accurate and up to date; (ii) promptly advise Props.cash if Subscriber's credit card information changes due to loss, theft, cancellation or otherwise; and (iii) be liable for Subscriber failure to pay any Fees billed to Subscriber by Props.cash caused by Subscriber failure to provide Props.cash with up to date billing information. To offset its additional processing costs, Props.cash may charge Subscriber for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over your credit limit; returned or rejected payments; or changes in personal identifier information. All administrative charges charged to Subscriber will be indicated on Subscriber's invoice or receipt and Subscriber shall pay all such charges.

3.3 Overdue Payments. Any payment not received from Subscriber by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Props.cash's discretion, late charges at the rate of 1.0% of the outstanding balance per month (12.67% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.4 Taxes. Unless otherwise stated, Props.cash's fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Props.cash's net income or property. If Props.cash has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this section, the appropriate amount shall be invoiced to and paid by Subscriber, unless Subscriber provides Props.cash with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.5 Audit Rights. Props.cash shall have the right to use the capabilities of the Service to monitor the use of the Service and Subscriber's compliance with this Agreement.

3.6 Suspension of Service. If Subscriber's account is overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Props.cash reserves the right to suspend the Service provided to Subscriber, without liability to Subscriber, until such amounts are paid in full.

4. OWNERSHIP RIGHTS.

4.1 Rights to the Service and Content. Subject to the limited rights expressly granted hereunder, Props.cash reserves all rights, title and interest in and to the Service and Content, including all related intellectual property rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement. Subscriber are permitted to access the Service, solely for Subscriber's internal information purposes.

4.2 Restrictions. Subscriber shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service or Content except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any Subscriber limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service; (d) frame or mirror any content forming part of the Service (including the Content); or (e) access the Service or Content in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

4.4 Subscriber Data. Subscriber hereby grants Props.cash a non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement), irrevocable, worldwide, royalty-free, fully paid-up license to use and otherwise exploit the Subscriber Data as reasonably required to provide the Service. The forgoing license shall include the right for Props.cash to use and copy the Subscriber Data for the purpose of creating aggregated and anonymized statistical analytics in respect to Service use and other Service and Subscriber parameters and characteristics ("Aggregated Statistics"). Props.cash shall own all Aggregated Statistics created from the Subscriber Data.

4.5 Suggestions. Props.cash shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber relating to the Service.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of Props.Cash disclosed to the Subscriber. Subscriber shall not disclose or use any Confidential Information of Props.Cash for any purpose outside the scope of this Agreement, except with the Props.Cash's prior written permission.

6. WARRANTIES AND DISCLAIMERS.

6.1 Warranties. Each party warrants that it has the legal power to enter into this Agreement. You warrant that you are over 21 years of age and that your use of the Services and Content will not breach any applicable laws.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROPS.CASH MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPS.CASH FURTHER DISCLAIMS ALL WARRANTIES (I) RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR ANY PORTION THEREOF THAT IS MADE AVAILABLE ON THE SITE; (II) THAT THE CONTENT PROVIDED THROUGH THE SITE WILL BE FREE FROM ERRORS, OMISSIONS, DEFECTS, OR DELAYS IN OPERATION, OR FROM TECHNICAL INACCURACIES OR OTHER ERRORS; (III) THAT THE CONTENT SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY; (IV) THAT THE CONTENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION.

7. INDEMNIFICATION

7.1 Indemnification by Subscriber. Subject to the terms and conditions of this Agreement, Subscriber shall, at its own expense, defend Props.cash, its Affiliates and its and their directors, officers, employees and agents (the "Props.cash Indemnitees") in any action, suit or proceeding brought by a third party against any of the Props.cash Indemnitees alleging that the Subscriber Data, or Subscriber's use of the Service in breach of the terms of this Agreement infringes or misappropriates the intellectual property or other rights of, or has otherwise harmed, a third party ("**Subscriber Claims**") and shall indemnify and hold the Props.cash Indemnitees harmless from and against any settlement amounts agreed in writing by Subscriber and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the Props.cash Indemnitees by a court or tribunal of competent jurisdiction in any such Subscriber Claim. As conditions for such

defense and indemnification by Subscriber, (i) Props.cash shall notify Subscriber promptly in writing upon becoming aware of all pending Subscriber Claims; (ii) Props.cash shall give Subscriber sole control of the defense and settlement of such Subscriber Claims; (iii) Props.cash shall cooperate fully with Subscriber in the defense or settlement of such Subscriber Claims; and (iv) Props.cash shall not settle any Subscriber Claims without Subscriber's written consent, or compromise the defense of any such Subscriber Claims or make any admissions in respect thereto.

8 LIMITATION OF LIABILITY

8.1 Limitation of Liability. IN NO EVENT SHALL PROP.CASH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$500 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM SUBSCRIBER HEREUNDER IN THE TWO MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL PROP.CASH HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION.

9.1 Term of Agreement. This Agreement shall commence as of the Effective Date and shall continue in effect on a month-by-month basis unless otherwise specified in the applicable Subscription Plan . Subject to any minimum term in the applicable Subscription Plan, either party may terminate this agreement without cause on not less than 30 days' prior notice, or by otherwise following any termination mechanism provided for within the Service.

9.2 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Subscriber (but not otherwise), Props.cash shall refund Subscriber any prepaid fees for any periods after the termination of the Agreement.

9.3 Outstanding Fees. Termination or expiration of this Agreement shall not relieve Subscriber of the obligation to pay any fees accrued or payable to Props.cash prior to the effective date of termination or expiration of this Agreement.

9.4 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 10.

10. GENERAL PROVISIONS.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.2 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, there are no third-party

beneficiaries to this Agreement.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Props.cash shall be addressed to the attention of the Legal Department. Notices to Subscriber shall be addressed to Subscriber's signatory of this Agreement unless otherwise designated below.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety (including all Subscription Plans), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles. No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

10.8 Venue; Waiver of Jury Trial. The provincial and federal courts located in Toronto, Ontario, Canada, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.9 Force Majeure. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service Props.cash or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

10.10 Export. Subscriber acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Subscriber shall comply with all export and import control regulations of such countries. Subscriber shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Subscriber shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

10.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and Subscription Plan, the terms of this Agreement prevail unless otherwise expressly provided for in the applicable Subscription Plan. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Subscriber purchase order or in any other Subscriber order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.