

## **FANTASY FOOTBALL HALL OF FAME™ TERMS OF SERVICE**

### **1. PREAMBLE**

The following Terms of Service (“Terms”) set forth the terms and conditions of the agreement between you, an individual user (“You”), and Fantasy Football Hall of Fame, LLC (“FANTASY FOOTBALL HALL OF FAME™”) in conjunction with FANTASY FOOTBALL HALL OF FAME™’s offering of a data storage platform (“the Service”) at the domain [www.FantasyFootballHallOfFame.com](http://www.FantasyFootballHallOfFame.com) (“the Site”).

These Terms are to be read in conjunction with the FANTASY FOOTBALL HALL OF FAME™ Privacy Policy

### **2. THE SERVICES**

FANTASY FOOTBALL HALL OF FAME™ provides access, in exchange for a fee, to a proprietary gaming and data storage platform, in which you may predict the winners of real-world sporting contests and follow your performance against other participants. FANTASY FOOTBALL HALL OF FAME™ does not oversee the performance of participants in these contests, nor does it pay prizes based upon user performance. The gaming platform is intended exclusively for social use and entertainment purposes. It is not, under any circumstances, to be used for purposes of illegal gambling.

### **3. ACCEPTANCE OF TERMS**

By accessing the Site and using any part of the Site or Service, you agree to be bound by these Terms. It is your responsibility to review these Terms regularly to determine whether they have changed. If you do not agree to all of the Terms, then you may not access the Site or attempt to use our Services. These Terms are subject to change at any time, without advanced notice.

#### **4. TERMS REPRESENT ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and FANTASY FOOTBALL HALL OF FAME™ with respect to the Site, and these Terms supersede any prior agreements, oral or written, between you and FANTASY FOOTBALL HALL OF FAME™. A provision of these Terms may be waived only by written instrument executed by the party entitled to the benefit of such provisions. The failure of FANTASY FOOTBALL HALL OF FAME™ to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

#### **5. MODIFICATION OF TERMS**

FANTASY FOOTBALL HALL OF FAME™ reserves the right, at its sole discretion, to modify or replace the existing Terms of Service at any time. Should any change in Terms occur, you shall be responsible for reviewing and becoming familiar with any such modifications. Your continued use of the FANTASY FOOTBALL HALL OF FAME™ Site and Service upon any change or modification of the Terms constitutes your constructive acknowledgement and acceptance of these modifications.

#### **6. USER ELIGIBILITY**

By using our Site or Service, you hereby represent and warrant that you are a natural person (corporate entities and similar organizations are not eligible to use the FANTASY FOOTBALL HALL OF FAME™ Service) and you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms of Service and to abide by and comply with these terms.

Further, you represent and warrant that:

- i) You are the age of majority in your jurisdiction of residence (this is at least 18 in most states, 19 years of age in Nebraska and Alabama, and 21 years of age for activities related to our services in Massachusetts and Nevada).

ii) You are physically located in the United States of America, physically located in the United States of America, and reside in a jurisdiction in which participation in any contest you choose to participate in is allowed by applicable law.

iii) You will establish only one account to participate in the Services offered on the FANTASY FOOTBALL HALL OF FAME™ Site, and only you will operate the account. (In certain circumstances, users may be able to purchase multiple services or join multiple times using the same account).

iv) You will abide at all times by these Terms and any other agreements between you and FANTASY FOOTBALL HALL OF FAME™.

If any of the above representations and warranties are not met, in addition to any other rights and remedies available under law or equity, FANTASY FOOTBALL HALL OF FAME™ reserves the right to suspend or terminate your account.

Further, in the event that FANTASY FOOTBALL HALL OF FAME™ discovers that you have opened more than one account, in addition to any other rights that FANTASY FOOTBALL HALL OF FAME™ may have, FANTASY FOOTBALL HALL OF FAME™ reserves the right to suspend or terminate any or all of your accounts.

## **7. USER CONDUCT**

As a condition of use, you agree not to use the Site or Service for any purpose that is unlawful or prohibited by these Terms of Service, or any other purpose not reasonably intended by FANTASY FOOTBALL HALL OF FAME™.

In addition, you agree not to abuse, harass, impersonate, intimidate or threaten other FANTASY FOOTBALL HALL OF FAME™ users; not to post or transmit, or cause to be posted or transmitted, any materials (“User Content”) that are infringing, libelous, defamatory, abusive, offensive, obscene, pornographic, vulgar, or otherwise in violation of any law or right of any third party; not to use the Site for any unauthorized purpose, or in violation of any applicable

law, including intellectual property laws; not to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any FANTASY FOOTBALL HALL OF FAME™ user; not to create or submit unwanted email ("Spam") to any other FANTASY FOOTBALL HALL OF FAME™ users; and not to infringe upon the intellectual property rights of FANTASY FOOTBALL HALL OF FAME™, its users, or any third party.

Further, you agree not to submit comments discussing or linking to affiliate programs, multi-level marketing schemes, personal business ventures, or off-topic content; not to post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and not to use any robot, spider, scraper or other automated means to access the site for any purpose (except for RSS feed access) without our express written permission.

Finally, you agree that you will not: (1) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (3) bypass any measures FANTASY FOOTBALL HALL OF FAME™ may use to prevent or restrict access to the Site.

Violation of our rules may result in the removal of your content from the Site and/or the cancellation of your account. You acknowledge and agree that FANTASY FOOTBALL HALL OF FAME™ may remove any User Content and terminate any FANTASY FOOTBALL HALL OF FAME™ account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). IN ADDITION, ANY ATTEMPT BY A USER TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF OUR CONTESTS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT OCCUR, FANTASY FOOTBALL HALL OF FAME™ RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT AVAILABLE BY LAW.

To report Terms of Service abuse, please contact us at [Grady@FantasyFootballHallOfFame.com](mailto:Grady@FantasyFootballHallOfFame.com).

## **8. USER CONTENT**

You understand that all content created by users of either the Site or Service (“User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Site. Under no circumstances will FANTASY FOOTBALL HALL OF FAME™ be liable in any way for any User Content uploaded, posted, shared, emailed, transmitted or otherwise made available via the Site.

You acknowledge that FANTASY FOOTBALL HALL OF FAME™ may or may not pre-screen User Content, but that FANTASY FOOTBALL HALL OF FAME™ and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Content available via the Site. Without limiting the foregoing, FANTASY FOOTBALL HALL OF FAME™ and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in FANTASY FOOTBALL HALL OF FAME™’s sole discretion. You understand that by using the Site, you may be exposed to User Content that you may consider offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any content available on or through the Site.

With respect to User Content you submit or make available on the Site, you grant FANTASY FOOTBALL HALL OF FAME™ an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Site. FANTASY FOOTBALL HALL OF FAME™ reserves the right, but has no obligation, to monitor disputes between you and other users.

## **9. RIGHTS TO USE OF YOUR PERSONAL INFORMATION**

By using this Site or Service, you agree to provide FANTASY FOOTBALL HALL OF FAME™ with a worldwide, non-exclusive, royalty-free, perpetual, transferable and non-revocable license to use, for any purpose, any information provided by you on our Site. Specifically, you consent to the use of your name, voice, likeness, and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected contest and/or other FANTASY FOOTBALL HALL OF FAME™ contests, unless otherwise prohibited by law. Further, you consent for the use of your name and other relevant biographical information to be displayed on a public online leaderboard showcasing participant performance and on our Site as Fantasy Football Hall of Famer should you qualify for either designation.

## **10. REGISTRATION FOR ACCOUNT**

In order to use our Site or Service, you must register for an account. By registering as a user, you agree to provide accurate, current and complete information about yourself as prompted (such information being the “Registration Data”) and to maintain and promptly update the Registration Data to keep it accurate, current and complete. Furthermore, you will not take any steps to mask your identity, location or demographic information. If you provide any information that is inaccurate, not current or incomplete, or FANTASY FOOTBALL HALL OF FAME™ has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, FANTASY FOOTBALL HALL OF FAME™ may deny you access to areas requiring registration, at its sole discretion.

## **11. ACCOUNT PASSWORD AND SECURITY**

At the time of registering for an online account, you must provide a valid email address and supply a username and password to be used in conjunction with your account. Many portions of the Site require registration for access. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all uses of your username and password, whether by you or others. You agree to (a) keep your username and password confidential and not share them with anyone else; (b) immediately notify FANTASY FOOTBALL HALL OF FAME™ of any unauthorized use of your username and password or account or any other breach of security; and (c) use only your username and password to access the Site's Restricted Areas. IF THERE IS UNAUTHORIZED USE OF YOUR ACCOUNT, YOU WILL BE LIABLE FOR THE LOSSES INCURRED BY YOURSELF, FANTASY FOOTBALL HALL OF FAME™ AND OTHERS DUE TO ANY UNAUTHORIZED USE.

## **12. COMMUNICATIONS AND DISCLOSURES**

As a result of your registration for the Service, you may receive certain commercial communications from FANTASY FOOTBALL HALL OF FAME™. You understand and agree that these communications are part of your registration, and that you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to [Grady@FantasyFootballHallOfFame.com](mailto:Grady@FantasyFootballHallOfFame.com).

You acknowledge, consent and agree that FANTASY FOOTBALL HALL OF FAME™ may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce these Terms of Service; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, property, or personal safety of FANTASY FOOTBALL HALL OF FAME™, its Users and the public.

## **13. TECHNICAL MALFUNCTIONS**

You will not hold FANTASY FOOTBALL HALL OF FAME™ or its partners responsible for: any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, latency, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to, software and operating systems that do not permit an entrant to participate in the Service), including without limitation any injury or damage to any entrant's or any other person's computer equipment relating to or resulting from participation in the Service; inability to access the Site, or any web pages of FANTASY FOOTBALL HALL OF FAME™; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any Service provider's facilities, or any Site for any other reason whatsoever; typographical, printing or other errors; or any combination thereof.

FANTASY FOOTBALL HALL OF FAME™ and any partners are also not responsible for incomplete, illegible, misdirected or stolen data. If for any reason the Service is not capable of running as originally planned, as well as if the Site or Service becomes corrupted or does not allow for the proper usage and processing of data in accordance with the rules, or if infection by a computer (or similar) virus, bugs, tampering, unauthorized intervention, actions by participants, fraud, technical failures, or any other causes of any kind, in the sole opinion of FANTASY FOOTBALL HALL OF FAME™ corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service, FANTASY FOOTBALL HALL OF FAME™ reserves the right, in its sole discretion, to terminate any the service individual implicated in such action.

From time to time servers may overload and data may be lost. FANTASY FOOTBALL HALL OF FAME™ assumes no responsibility for the occasional loss of data, irrespective of whether this loss is temporary or permanent in nature.



The failure of FANTASY FOOTBALL HALL OF FAME™ to comply with any provision of these rules due to an act of god, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of FANTASY FOOTBALL HALL OF FAME™ (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these terms.

#### **14. NON-AFFILIATION WITH ANY SPORTS LEAGUE OR PLAYERS ASSOCIATION**

FANTASY FOOTBALL HALL OF FAME™, as well as its Site and Service, is not in any way affiliated with any professional or amateur sports league, or with any players association or collection of players. The potential use of any team names, team colors, players' names and players' pictures in conjunction with their statistics in our contests is intended for informational purposes only and should not be construed as an endorsement of our contests.

#### **15. INDEMNITY**

BY USING THE FANTASY FOOTBALL HALL OF FAME™ SERVICE, YOU AGREE TO RELEASE AND TO HOLD HARMLESS FANTASY FOOTBALL HALL OF FAME™ AND EACH OF ITS SUBSIDIARIES, AFFILIATES AND AGENCIES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, FOR INJURIES, DAMAGES OR LOSSES TO PERSONS AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH PARTICIPATION IN THE SERVICE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY.

#### **16. NO WARRANTIES**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FANTASY FOOTBALL HALL OF FAME™ DISCLAIMS ALL WARRANTIES--STATUTORY, EXPRESS OR IMPLIED--INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE, CONTENT, AND SITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT FANTASY FOOTBALL HALL OF FAME™ HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING: WHICH USERS GAIN ACCESS TO THE SITE OR USE THE SITE; WHAT EFFECTS THE CONTENT MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. YOU RELEASE FANTASY FOOTBALL HALL OF FAME™ FROM ALL LIABILITY FOR YOUR HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICE OR THE SITE. THE SITE MAY CONTAIN OR DIRECT YOU TO SITES CONTAINING INFORMATION THAT SOME PEOPLE MAY FIND OFFENSIVE OR INAPPROPRIATE. FANTASY FOOTBALL HALL OF FAME™ MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE AND FANTASY FOOTBALL HALL OF FAME™ WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF DOWNLOADED MATERIAL.

## **17. LIMITATION ON LIABILITY**

YOU UNDERSTAND AND AGREE THAT, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, SHALL FANTASY FOOTBALL HALL OF FAME™ BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FANTASY FOOTBALL HALL OF FAME™ HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FANTASY FOOTBALL HALL OF FAME™'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO FANTASY FOOTBALL HALL OF FAME™ FOR GENERAL USE OF THE SITE DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL EXTEND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS.

## **18. OUR PROPRIETARY RIGHTS**

All title, ownership and intellectual property rights in and to the Site are owned by FANTASY FOOTBALL HALL OF FAME™ or its licensors. You acknowledge and agree that the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by FANTASY FOOTBALL HALL OF FAME™, you agree not to modify, rent, lease, loan, sell, publicly display, distribute or create derivative works based on the Site, in whole or in part.

## **19. LINKS TO THIRD PARTY SITES**

The Site provides, or third parties may provide, links to other World Wide Web sites or resources, including, but not limited to, third party advertisers. Recognizing that FANTASY FOOTBALL HALL OF FAME™ has no control over such sites and resources, you acknowledge and agree that FANTASY FOOTBALL HALL OF FAME™ 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 FANTASY FOOTBALL HALL OF FAME™ 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 such content, goods or services available on or through any such Site or resource. ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES OF THIRD PARTY SITES OR AVAILABLE THROUGH THIRD PARTY SITES IS SOLELY AT YOUR OWN RISK.

## **20. TERMINATION**

FANTASY FOOTBALL HALL OF FAME™ may terminate or suspend the Site and any and all Services and your FANTASY FOOTBALL HALL OF FAME™ account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms of Service. Upon termination of your account, your right to use the Site will immediately cease, and all rights under this contract shall cease other than those deemed to survive termination under Section 31 of the Terms. If you wish to terminate your FANTASY FOOTBALL HALL OF FAME™ account, you may simply discontinue using the Site or contact us with a note to say you wish to terminate your account. The best way to contact us about terminating your account is [Grady@FantasyFootballHallOfFame.com](mailto:Grady@FantasyFootballHallOfFame.com).

## **21. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms of Service. This means, among other things, that you agree, to

the full extent permissible by law, no third party shall have any rights to bring claims arising out of these Terms of Service on your behalf or to claim for themselves rights that are afforded to you under this agreement.

## **22. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

FANTASY FOOTBALL HALL OF FAME™ may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you are a copyright owner, or an agent of a copyright owner, and believe that any content infringes upon your copyrights, you may submit notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated Copyright Agent, with the following information in writing (see 17 USC 512(c)(3)): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) 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, its agent, or the law; and (vi) 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.

FANTASY FOOTBALL HALL OF FAME™'s designated Copyright Agent to receive notifications of claimed infringement may be reached by mail at PO Box 124, West Chester, OH 45071, or by email at [Grady@FantasyFootballHallOfFame.com](mailto:Grady@FantasyFootballHallOfFame.com).

### **23. CHOICE OF LAW**

You agree that any claim you may have against FANTASY FOOTBALL HALL OF FAME™, irrespective of whether the claim that is brought arises under contract, tort or other legal theory, shall be interpreted exclusively under the law of the State of New York. No user of this site, successor in interest, or any other party seeking to bring suit on behalf of the interests of a user may attempt to argue any state law claims under any theory other than the State of New York. THIS CHOICE OF LAW CLAUSE SHALL APPLY WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES AND IRRESPECTIVE OF THE UNDERLYING CAUSE OF ACTION.

### **24. ARBITRATION**

Any controversy or claim arising out of, in connection with, or in any way relating to the Terms of Service, with the exception of those controversies or claims specifically excluded in the following paragraph, shall be settled by the American Arbitration Association (“AAA”) in connection with its rules. .

You and FANTASY FOOTBALL HALL OF FAME™ agree that the following types of disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of either any of your intellectual property rights or FANTASY FOOTBALL HALL OF FAME™’s intellectual property rights; and (2) any claim for injunctive relief.

Any such arbitration shall be held within a fifty mile radius of Cincinnati, OH.

### **25. FORUM SELECTION**

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you and FANTASY FOOTBALL HALL OF FAME™ agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located within a fifty mile radius of

Cincinnati, OH. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

## **26. WAIVER AND SEVERABILITY AND TERMS**

The failure of FANTASY FOOTBALL HALL OF FAME™ to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

## **27. ASSIGNMENT**

The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by FANTASY FOOTBALL HALL OF FAME™ without restriction. Any assignment attempted to be made in violation of these Terms of Service shall be deemed void. In addition, you agree that to the fullest extent permissible by law, no third party shall have any rights to bring claims arising out of this Terms of Service on your behalf or to claim for themselves rights that are afforded to you under this agreement.

## **28. NO AGENCY**

You agree that no joint venture, partnership, employment, or agency relationship of any kind exists between you and FANTASY FOOTBALL HALL OF FAME™. YOU FURTHER ACKNOWLEDGE THAT BY SUBMITTING USER CONTENT TO FANTASY FOOTBALL HALL OF FAME™, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND FANTASY FOOTBALL HALL OF FAME™.

## **29. STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **30. HEADINGS**

The headings and section titles in the Terms are for convenience only and have no legal or contractual effect.

## **31. SURVIVAL**

The following sections of these Terms shall survive the termination of the Terms and/or your account, irrespective of whether terminated by you or FANTASY FOOTBALL HALL OF FAME™: Sections 3, 4, 5, 6, 9, 13, 14, 15, 16, 17, 18, 23, 24, 25, 27, 28, 29, and 31.