

Terms of Service

Thank you for visiting “Who’s Got Game?” (“Who’s Got Game?” , “WGG,” “we,” “us,” “our”). WGG’s service websites, platforms (including all mobile platforms), tools and applications (the “Service”) are provided subject to the terms of service set forth in this Terms of Service Agreement (the "Agreement"). A statement of our privacy policy may be found at <https://we-game.com/privacy>.

We may update the Agreement at any time. When we do, we will revise the "Revision date" at the top of this Agreement, and you may view the most recent version at <https://we-game.com/terms>. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Service, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and FanWide regarding the Service. By accessing or using the Service, you accept this Agreement and any modifications that we may make to this Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Service.

1. Service

Our Service is a social network that organizes viewing parties for sports fans of all teams in every city. The Service connects people with similar interests who want to attend an event that matches an interest (“Fans”) with facilities meeting certain requirements to host that event (“Venues”). Our Service allows Venues to place auction style bids to host various events.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Service, including without limitation your participation in or involvement with any WGG Event (as defined in Section 6.1) and your submission of acceptable Public Information (as defined in Section 4 ("Your Information")). You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the country in which you reside.

2. Registration

- **2.1 Eligibility.** Only individuals who are at least 18 years of age may register to use our Service. Our Service is not available to any temporarily or indefinitely

suspended WGG users, whether a Fan or a Venue. By registering to use our Service, you represent and warrant that you are at least 18 years of age. If you register to bid to host an event, that is, if you register as a Venue, you represent and warrant that you are someone with legal authorization to enter into contracts on behalf of a facility that is compliant with all laws in your jurisdiction, and that all information provided by you is accurate. Additional eligibility and/or authorization requirements for a particular Venue may be required at WGG's discretion. You can find those requirements at: <https://we-game.com/venue/overview>

- **2.2 Termination of Service at FanWide's Discretion.** We have the right, in our sole discretion, to suspend or terminate your use of our Service and refuse any and all current or future use of all or any portion of our Service.
- **2.3 Password and Security.** When you complete our registration process you will create a password that will enable you to access our Service. You agree to maintain the confidentiality of your password, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that WGG cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.3.

3. Fees and Payments

- **3.1 General.** Registration for our Service is free for Fans and Venue. For a Venue to be eligible to bid on the right to host an event through WGG's auction style system, the Venue must provide accurate and verifiable payment information, such as a valid credit card. When a Venue wins the right to host an event, payment will be automatically processed in the amount of the winning bid using the payment method previously entered by the Venue saved in the WGG system. By registering as a Venue, you acknowledge and allow all winning bid payments to be automatically processed. All payment information is securely transmitted and stored by third-party payment processor Stripe. By entering payment information you are agreeing to comply with the terms of use for Stripe. For more information please see: <https://stripe.com/us/legal>. We may also charge fees for various premium features and services that we offer, and we will notify you of those charges at the time that we offer you the premium features or services for a fee. We may, in our sole discretion, and by notifying you on our website, change this policy and begin charging for access to our website and other features and services, and we may, in our sole discretion,

- add, remove or change the features and services we offer (included the auction method and its core elements) or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms of Service (e.g., overdrawn accounts, exceeding account limits, credit card or debit card fees, etc.).
- **3.2 Refunds.** Refunds will be handled on a case-by-case basis. To request a refund please open and submit a support ticket through the Contract Us page of our website and provide all requested information.
 - **3.3 Promotions; Coupon or Referral Codes.** We may from time to time offer promotions where we may discount or waive certain fees. We may offer coupon or referral codes as a mechanism for processing a discount or credit. Coupon and referral codes have no cash value, are not retroactive, and unless specified, are non-transferable and expire within 30 days of date of issue, unless otherwise specified. Additionally, we may ship free WGG promotional materials to an address you specify. Offers, promotions, coupon and referral codes are subject to change.
 - **3.4 Consent to Disclosure.** You acknowledge and agree that WGG may disclose Your Information (as defined in Section 4) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of WGG, its employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

4. Your Information

- **4.1 Definition.** "Your Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process as a Fan or Venue, or through the use of our Service, or through email, or communicated to a WGG employee, contractor or affiliate. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of your Public Information (as defined below).

Any of your Information that, through the use of our Service or otherwise, you submit or make available for inclusion on publicly accessible areas of our website and/or your Fan or Venue profile is referred to as "Public Information" (your name (if provided) and location are considered Public Information); any other portion of Your Information shall be referred to as "Private Information."

"Publicly accessible" areas of our platform are those areas that are available either to some or all of our members (i.e., not restricted to your viewing only) or to the general public. <https://we-game.com/privacy>.

You should understand that your Public Information may be accessible by and made public through syndication programs (including data feed tools) and by search engines, metasearch tools, crawlers, metacrawlers and other similar programs.

- **4.2 Restrictions.** In consideration of your use of our Service, you agree that Your Information:
 - (a) shall not be fraudulent;
 - (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
 - (c) shall not violate any law, statute, ordinance or regulation;
 - (d) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - (e) shall not be obscene or contain, pornography, child pornography, or nudity;
 - (f) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - (g) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
 - (h) shall not link directly or indirectly to any materials to which you do not have a right to link to or include.

In addition, you agree that you will provide us with your valid, current email address or other required contact information, both at the time of your registration with us and from time to time as your email address changes.

- **4.3 License.** We do not claim ownership of Your Information. We will use Your Information only in accordance with our Privacy Policy. However, to enable us to use your Public Information and to ensure we do not violate any rights you may have in your Public Information, you grant WGG a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise, commercialize and exploit the copyright, publicity, and database rights (but no other rights) you have in your Public Information, in any media now known or not currently known, with respect to your Public Information.
- **4.4 Restriction on Use of Your Information.** Except as otherwise provided in our privacy policy, we will not sell, rent or otherwise disclose any of your Personally Identifiable Information (as defined in our privacy policy) about you (including your email address) to any third party.

5. Use of Service

- **5.1 Control.** You, and not WGG, are entirely responsible for all of your Public Information that you upload, post, email, transmit or otherwise make available via our Service. We do not control your Public Information or the Public Information of or posted by other users and do not guarantee the accuracy, integrity or quality of Your Information or the Information of or posted by other users. Nor do we endorse any opinions expressed by you or other users. You understand that by using our Service, you may be exposed to information that is offensive, indecent or objectionable. We do not have any obligation to monitor, nor do we take responsibility for, Your Information, Public Information or information of or posted by other users. You agree that under no circumstances will WGG its directors, officers, shareholders, employees, consultants, agents, advisers, affiliates, subsidiaries or its third-party partners be liable in any way for any information, including, but not limited to, for any errors or omissions in Your Information or the Information of or posted by other users, or for any loss or damage of any kind incurred as a result of the use of Your Information or Information of or posted by other users posted, emailed, transmitted or otherwise made available in connection with our Service, or for any failure to correct or remove information.
- **5.2 API License.** Subject to the terms and conditions of this Agreement, WGG grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use any application programming interface ("API") that WGG makes available via the Service for the sole purpose of integrating or making available Public Information on another web site. WGG reserves all rights not expressly granted under this Agreement.

- **5.3 Grounds for Removal, Sanction and/or Suspension.** Notwithstanding any other provision of this Agreement, the following types of actions are cause for immediate removal, repeal and/or suspension or termination of your account:
 - **(a)** The use of our Service to (including, without limitation, eligibility requirements):
 - **(i)** harm or intimidate another person in any way, including restricting or inhibiting any other user from using our Service;
 - **(ii)** impersonate any person or entity (including WGG, WGG staff and other members), or falsely state or otherwise misrepresent your affiliation with any person, through the use of similar email addresses, nicknames, or creation of false account(s) or any other method or device;
 - **(iii)** disguise the origin of any Public Information that is transmitted to any third party;
 - **(iv)** "stalk" or otherwise harass another;
 - **(v)** advertise merchandise, services or commercial websites;
 - **(vi)** resell Public Information or access to Public Information; or
 - **(vii)** collect or store personal data about other users;
 - **(b)** Posting any Public Information or other material:
 - **(i)** that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, intimidating, vulgar, obscene, profane, libelous, invasive of another's privacy (including the posting of private emails or contact information about another individual), hateful, or racially, ethically or otherwise objectionable, including any Public Information or other material that may be considered hate speech;
 - **(ii)** that is obscene, pornographic or adult in nature;
 - **(iii)** that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - **(iv)** that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or rights of publicity or privacy;
 - **(v)** that is unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail," and "chain letters");
 - **(vi)** that is inappropriate, posted in bad faith, or contrary to the inclusive and tolerant spirit of WGG;
 - **(vii)** that uses the Service primarily as a lead generator or listing service for another website or entity;
 - **(c)** Encouraging others to violate this Agreement;
 - **(d)** Refusing to follow WGG instruction or direction;

- (e) Violation (intentional or unintentional) of this Agreement, or of any applicable local, state, national or international law, statute, ordinance or regulation;
- (f) Disclose the Private Information of any WGG user; or
- (g) Transmit money to WGG through credit card and/or financial accounts that are stolen, fraudulent or otherwise unauthorized.

Other inappropriate actions may also warrant removal and/or suspension of your account. WGG reserves the right to remove any material and suspend or cancel any account without warning or further notice.

While we prohibit such conduct and content, you understand and agree that you nonetheless may be exposed to such conduct or content and that you use the Service and attend WGG events at your own risk.

For purposes of this Agreement, "posting" includes uploading, posting, emailing, transmitting or otherwise making available. Without limiting the foregoing, WGG and its designees shall have the right to remove any Public Information or other material that violates this Agreement or is otherwise objectionable.

5.4 Interference with Service.

You agree that you will not:

- (a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, active or other coding;
- (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- (d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website or mobile applications (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of WGG or any other third party, except with the prior written consent of WGG or the appropriate third party.

5.5 General Practices Regarding Use of Service. You acknowledge and agree that we may establish general practices and limits concerning the use of our Service. You agree that we have no responsibility or liability for the storage or the deletion of, or the failure to store or delete, any of Your Information. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time. In addition, you acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

6. Events at Venues

- **6.1 FanWide Events.** Through our Service we provide tools that enable our users to attend events (a "FanWide Event") at venues that include, but are not limited to bars, cafes and restaurants. We do not supervise these WGG Events and are not involved in any way with the actions of any individuals at these WGG Events. As a result, we have no control over the identity or actions of the individuals who are present at these WGG Events, and we request that our users exercise caution and good judgment when attending these WGG Events.
- **6.2 Release.** Because we do not supervise or control the WGG Events or interactions among or between Fans, Venues and other persons or companies, and because we are not involved in any way with physical transportation to or from WGG Events or with the actions of any individuals at WGG Events, and because we do not control Stripe, PayPal, credit card companies or other payment processing companies, and because we cannot guarantee the true identity, age, nationality of Service users, and because we have very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Service and Venue hosting WGG Events you agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) and their designees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Service, any third party transactions related to the use of our Service, our resolution of any disputes among users, and/or your transportation to or from, attendance at, or the actions of you or other persons at, a WGG Events. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

7. Communications from WGG and Members of the WGG Community

- **7.1 WGG Communications.** You understand that certain communications, such as WGG event information, service announcements and newsletters, as well as promotional information relevant and beneficial to you are part of our Service. By using our Service, you expressly agree to receive such communications from WGG. You may adjust your e-mail communication settings through the Account Settings page.
- **7.2 Other Users.** We do not control the information provided by other users, which is made available through our system. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense when using our website. Please note there is a risk that you may be dealing with underage persons or people acting under false pretense.

8. Privacy

WGG collects registration and other information about you through the Service. Our collection, use, and disclosure of this information is governed by the WGG Privacy Policy Statement available at <https://we-game.com/privacy>.

9. Links

We may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that WGG 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 the use of or reliance on any such content, goods or services available on or through any such websites or resource.

10. Dealings with Marketing Partners and Third Parties

Your correspondence or business dealings with any and all Venues, including payment and delivery of related goods or services at a WGG Event, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Venue. You agree that WGG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of a Venue or other third parties on our website or located through the use of our Service.

11. Indemnity

You agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of our Service, Your Information, your violation of any law, statute, ordinance or regulation or the rights of a third party, your participation in a WGG Group or WGG Everywhere, or your attendance at and/or participation in a WGG Event. Without limiting the foregoing, you agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any Fan, Venue or third party due to or arising out of your actions while attending a WGG Event or using our Service.

12. Warranties; Liability

- **12.1 Disclaimer of Warranties.** Your use of our Service is at your sole risk. Our Service is provided to you "as is" and on an "as available" basis. We specifically disclaim all warranties and conditions of any kind, whether express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We disclaim any warranties regarding the security, reliability, timeliness, and performance of our Service. We disclaim any warranties for any information or advice obtained through our Service. We disclaim any warranties for services or goods received through or advertised on our Service, received through any links provided by our Service or received at a WGG Event, as well as for any information or advice received through any links provided through our Service.

In addition, no advice or information (oral or written) obtained by you from us shall create any warranty.

You understand and agree that you download or otherwise obtain material or data through the use of our Service at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

- **12.2 Limitation of Liability.** You agree that in no event shall WGG 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 WGG has been advised of the possibility of such damages), arising out of or in connection with our Service or this Agreement or the inability to use our Service (however arising, including negligence), arising out of or in connection with any transactions with other Fans, Venues, third parties or other users, or arising out of or in connection with your use of our Service or transportation to or from WGG Events, attendance at and participation in WGG Events and the actions of you or others at WGG Events.
- **12.3 Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or of incidental or consequential damages. Accordingly, some of the limitations in this Section 12 may not apply to you.

13. Dispute Resolution

- **13.1 Process.** The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, your use of our Service, Your Information, your violation of any law or the rights of a third party, or your participation in WGG Events (whether the dispute, claim or controversy is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at WGG Events). In the event that the dispute, claim or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "JAMS"), or its successor, for mediation pursuant to Section 13.3, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 13.4. Nonetheless, legal action taken by WGG to collect any fees and/or recover damages for, or obtain an injunction relating to, our website and mobile operations, intellectual property or our Service, shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by WGG. In addition, either you or WGG may seek any interim or preliminary relief from a Court of competent jurisdiction in Seattle, Washington, United States necessary

to protect the rights or property of you or WGG pending the completion of arbitration.

- **13.2 Negotiation.** Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet in person in the City of Seattle, WA within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.
- **13.3 Mediation.** Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.
 - **13.4 Arbitration.** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under Sections 13.2 and 13.3 shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and

with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs prior to the rendering of a decision. In rendering a decision, the arbitrator may award fees and costs to the prevailing party under applicable law.

- **13.5 Enforcement.** The provisions of Sections 13.3 and 13.4 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.
- **13.6 Notice; Waiver.** By agreeing to this Agreement you have, except as otherwise specified in Section 13.1, all disputes, claims or controversies arising out of or relating to this Agreement decided by negotiation, neutral mediation and/or neutral arbitration as provided in this Section 13, and you are giving up any rights you might possess to have those matters litigated in a court or jury trial. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law.
Your agreement to this arbitration provision is voluntary.
- **13.7 Dispute Resolution by WGG for the Benefit of Users.** We may try to help WGG members resolve disputes. We do so in our sole discretion, and we have no obligation to try to resolve disputes between users. To the extent we attempt to resolve disputes, we will do so in good faith based solely on the general rules and standards of the Service, and we will not make judgments regarding legal issues or claims.

14. Modifications

We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of our Service with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of our Service.

15. Termination; Breach

You agree that we, in our sole discretion, may issue a warning, temporarily suspend, indefinitely suspend, remove content or information you have posted, or terminate your account or your ability to use all or any portion of our Service (including the ability to place bids), for any reason, including, without limitation, (a) for lack of use, (b) if we believe that you have violated or acted inconsistently with the letter or spirit

of this Agreement or the documents or agreements it incorporates by reference, (c) if we are unable to verify or authenticate any information you provide to us, (d) if we believe that your actions may cause legal liability for you, our users or us, (or) (e) if we are unable to verify that you meet all eligibility requirements to be a Venue. You agree that any termination of your account or access to all or any portion of the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or ban any further access to such files or our Service. You also agree that we shall not be liable to you or any third party for any termination of your use of or access to all or any portion of the Service.

16. Trademarks; Copyrights; Proprietary Rights

- **16.1 WGG 's Trademarks.** WGG trademarks and service marks, and other WGG logos, products and service names, are trademarks of WGG Technologies Inc. (the " WGG Trademarks"). Except as otherwise permitted by law, you agree not to display or use in any manner the WGG Trademarks without WGG 's prior written consent.
- **16.2 Copyrights and Trademarks of Others.** WGG respects the intellectual property of others, and we ask our users to do the same. To the extent WGG uses a trademark that is the property of a third party, WGG shall provide clear notice to anyone viewing WGG 's use of that trademark that (a) WGG does not own the trademark and that the trademark is the property of a third party, (b) WGG has no affiliation, connection or association with that third party, and (c) if applicable, that third party has not approved or sponsored WGG's use of the trademark in any way. We may, in appropriate circumstances and in our discretion, remove, or disable access to, material that infringes on the rights of others, and terminate access to our Service to those who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Agent for Notice the following information: 1.an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2.a description of the copyrighted work or other intellectual property that you claim has been infringed; 3.a description of where the material that you claim is infringing is located on the site; 4.your address, telephone number, and email address; 5.a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

6.a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Legal Department
Attn: Copyright/Trademark
8721 Santa Monica, suite 450
Hollywood, CA, 90069
United States

By email: info@we-game.com

- **16.3 Proprietary Rights.** You acknowledge and agree that our Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You also acknowledge and agree that content contained in advertisements or information presented to you through our Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as consented to by WGG or advertisers in writing, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on our Service, in whole or in part.

17. No Resale

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of WGG's Service, use of the Service, or access to the Service.

18. Additional Terms

- **18.1 Notices.** Except as otherwise stated in this Agreement or as expressly required by local law, any notice to us shall be given by certified postal mail to Whos Got Game LLC., Attn: Legal Department, 8721 Santa Monica blvd, suite #450 Hollywood, CA, 90069 United States or by email to: info@we-game.com, and any notice to you shall be given to the email address that you provided us during the registration process. Notice shall be considered given one (1) business day after email is sent, unless the sending party is notified that the email address is invalid. Notice given by postal mail shall be considered given three (3) business days after the date of mailing.
- **18.2 Entire Agreement.** This Agreement constitutes the entire agreement between you and WGG, superseding any prior agreements between you and

WGG. To the extent that you have previously registered with WGG and provided Your Information, this Agreement now governs how WGG may use Your Information, whether provided in the past or the future.

- **18.3 No Agency.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and WGG is intended or created by this Agreement.
- **18.4 Governing Law.** Except as expressly provided in this Section, (a) this Agreement and the relationship between you and WGG shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions, as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents, and (b) you and WGG agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Washington.
- **18.5 Assignment.** You agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by WGG, in our sole discretion, to one or more third parties in the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of WGG's assets, or similar transaction.
- **18.6 No Guaranty.** We do not guarantee continuous, uninterrupted or secure access to our Service, and operation of our website may be interfered with by numerous factors outside of our control.
- **18.7 No Waiver.** WGG's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.
- **18.8 Severance.** If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and WGG nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.
 - **18.9 Survival.** Sections 3.2 (Refunds), 4.3 (License), 5.3 (Grounds for Removal, Sanction and/or Suspension), 6.2 (Release), 11 (Indemnity), 12 (Warranties; Liabilities), 13 (Dispute Resolution) and 18.4 (Governing Law) shall survive any termination or expiration of this Agreement.
- **18.10 Limitation.** You and WGG each 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 our Service or this Agreement must be filed within one (1) year after the claim or cause of action arose or be forever barred.
- **18.11 Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

19. Disclosures; Violations

The Service offered under this Agreement is offered by Whos Got Game LLC., 8721 Santa Monica blvd, suite #450 Hollywood, CA, 90069 United States. Please report any violations of this Agreement by sending a notice of the violation to FanWide by postal mail or email, as follows:

Postal Address:

**Whos Got Game LLC.
8721 Santa Monica blvd, suite #450
Hollywood, CA, 90069
United States**

Email: Info@we-game.com

By indicating during registration that you have read and agreed to this Agreement, you are agreeing that you have read and understand this Agreement and agree to all of the terms of this Agreement, including Section 13 which provides that, except as otherwise specified in Section 13.1, all disputes, claims or controversies arising out of or relating to this Agreement shall first be dealt with through negotiation and mediation and if the dispute is not resolved shall then be submitted to binding, neutral arbitration.