

Terms and Conditions

Last updated: September 27, 2022

Please read these Terms and Conditions ("Terms") carefully before using the [https://www.lockspread.com] website and the LockSpread mobile application (together, or individually, the "Service") operated by LLSS Enterprises, Inc. d/b/a LockSpread ("LockSpread," "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

BY REGISTERING AN ACCOUNT AND/OR OTHERWISE ACCESSING THE SERVICES OR BY CLICKING A BUTTON OR CHECKING A BOX INDICATING THAT YOU ACCEPT THESE TERMS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND OUR PRIVACY POLICY (FOUND AT [[lockspread.com/legal/PrivacyPolicy.pdf](https://www.lockspread.com/legal/PrivacyPolicy.pdf)]), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU MUST NOT REGISTER AN ACCOUNT, OR ACCESS ANY OF THE SERVICES

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

Eligibility

You must be at least eighteen (18) years of age to open an account, participate in the Services, and win prizes offered via the Services. In jurisdictions, territories, and locations where the minimum age for permissible use of the Website is greater than eighteen (18) years of age, you must meet the age requirement in your local jurisdiction or territory. You must be at least nineteen (19) years of age at time of account creation if you are a legal resident of Nebraska or Alabama or twenty-one (21) years of age if you are a legal resident of Arizona, Iowa, Louisiana, or Massachusetts. Legal residents physically located in any of the fifty (50) states and Washington, DC, excluding Connecticut, Hawaii, Idaho, Montana, Nevada, and Washington (the "Excluded States") are eligible to open an account and participate in contests offered by the Website. Additional states may be included in or removed from the Excluded States section at our sole discretion. You agree to abide by all applicable laws in the jurisdiction where you are located while using the Service. We have the right, at any time, to request you to furnish us with proof of your identity, your age and/or your place of residence. Your account may be suspended pending receipt of this information to verify your eligibility to use the Services. If, as determined in our sole discretion, an account is deemed to be in breach of any term within this section, including rules regarding the age of majority and place of residence, any prizes won by use of that account will be forfeited.

LockSpread employees (“Employees”) and any domestic partner or relative of an Employee who resides at an Employee’s residence, including but not limited to parents, grandparents, in-laws, children, siblings, and spouses (“Immediate Family Members”) are not permitted to play in any public contests or tournaments for prizes; provided, however, Employees and Immediate Family Members are permitted to play in the following contests: sponsored Private Contests, Private Contests for cash, or Private Contests for prizes other than cash. A “Private Contest” is one that is not listed on the Service’s public domain, and is hosted by another participating Employee, relative, friend of the Employee, or Immediate Family Member. Notwithstanding, Employees and Immediate Family Members living in the same household as such Employees located in Colorado are prevented from competing in any fantasy contests offered by any fantasy contest operator in which the operator offers a cash prize.

Professional or amateur athletes, sports agents, coaches, team owners, team employees, referees or league officials, and their Immediate Family Members, are not eligible to participate in, and are strictly prohibited from entering, any contests or tournaments in the sport in which they are associated.

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Contests

All contests offered by the Service are fantasy sports contests of skill. Winners are determined by the objective criteria described in the contest rules, scoring, and any other applicable documentation associated with the contest. From all entries received for each contest, the individuals who use their skill and knowledge of relevant sports information and fantasy sports rules to accumulate the most points according to the corresponding contest scoring rules will determine winners. Our Services (including, but not limited to, the contests) may not be used for any form of illicit gambling.

Users will be able to visit the Service and view the contests and tournaments available for entry. Each contest or tournament that is not free to enter will have an entry fee listed in US dollars. When you elect to participate in a contest or tournament and complete the entry process, the listed amount of US dollars will be debited from your account.

Entry fees and prizes may vary depending on the contest. See each contest’s rules for more information. Each contest is governed by its own set of rules. We encourage you to read the rules prior to entry. All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that any legal authority challenges the awarding of any prizes to winners of a contest or tournament, LockSpread reserves the right in its sole discretion to determine whether or not to award such prizes.

To the extent that LockSpread offers 'live' scoring during gameplay, all 'live' scoring and other information provided through the Service are unofficial. While LockSpread and the third parties used to provide the Services use reasonable efforts to include accurate and up-to-date information, neither LockSpread nor its third party providers warrant or make any representations of any kind with respect to the information provided through the Services and related information sources. LockSpread and its third party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Service and related information sources, and shall not be responsible or liable for any error or omissions in that information.

Contest results will be based solely on the data provided by our third party data providers, which is subject to human error and may not be 100% accurate. As such, we cannot guarantee the accuracy of the data used to allocate points scoring in all circumstances, nor do we accept liability for any loss or damage resulting from any such inaccuracies. We reserve the right to make corrections or amendments to the scoring or points allocated during a contest at any time before the prize for that contest has been awarded. For more information regarding the scoring and points allocation system, please review the applicable rules for the contest.

We reserve the right to suspend contest entries and/or cancel a contest at any time. Prizes will only be awarded if a contest is run to completion. In the event of a cancellation, all entry fees received for such contest will be credited back to each entrant's account. We reserve the right to withhold payment and to cancel, suspend, and/or void any entries at our absolute discretion where: (i) there is a technological failure or other act beyond our reasonable control, including, but not limited to, an act of God, hurricane, war, fire, riot, earthquake, terrorism, an act of public enemies, actions of governmental authorities outside of our control, national emergency, pandemic, stoppage of athletic events, or other force majeure event; (ii) there is any issue with athlete tracking and/or projections; (iii) we suspect a breach any of these Terms; (iv) the integrity of the contest has been called into question; or (v) collusion between players has, or is believed to have, taken place.

Self-Exclusion

You may voluntarily self-exclude yourself from accessing the Services at any time. You may ask for your account to be closed or restricted at any time by emailing us at [support@lockspread.com]. By voluntarily self-excluding, you agree to provide full and accurate personal details, now and in the future, so as to allow access to, and/or use of, our Services to be restricted. If you choose to self-exclude, we will use all reasonable endeavors to ensure we comply with your self-exclusion. However in agreeing to self-exclude you accept that you have a parallel undertaking not to seek to circumvent voluntary self-exclusion. Accordingly, we have no responsibility or liability for any subsequent consequences or losses, howsoever caused, that you may suffer or incur if you commence or continue to access or make use of the Website through additional online accounts in circumstances where you have changed any of the registration details or you provide misleading, inaccurate or incomplete details or otherwise seek to circumvent the voluntary self-exclusion to which you agreed.

During a period of self-exclusion, we will use reasonable efforts to not send you any marketing material and we will not accept any deposits or entries from you. During a period of self-exclusion, you may not open a new account. We will not reopen any self-excluded account; however, after the expiry of the exclusion period you may contact us and ask for your account to be reopened.

For more information, please review our Responsible Gaming Policy, found at [\[lockspread.com/legal/ResponsibleGaming.pdf\]](https://lockspread.com/legal/ResponsibleGaming.pdf).

Virtual Currency

LockSpread may provide and/or allow you to obtain virtual currency (“Virtual Currency”) for use on the Website or Services, including, without limitation, contest or tournaments. You acknowledge that Virtual Currency has no real world value and cannot be redeemed (from us or any other party) for real money, goods or other items of monetary value.

You acknowledge that you do not in fact “own” the Virtual Currency. By acquiring Virtual Currency, you acknowledge that you have obtained a limited and revocable license to a digital product for use only in the Website, including, without limitation, the contest or tournaments. This license is personal to the owner of the account participating in such contest or tournament, and Virtual Currency may not be sold, transferred, assigned, gifted, traded or sublicensed (including for monetary exchange or for any other value). Account holders may not combine, transfer or share Virtual Currency with other account holders.

Any attempt to transfer, sell or perform any action related to your use of Virtual Currency in violation of these Terms of Service may subject you to termination of your account, a lifetime ban from using the Website or Services, and/or legal action. We reserve the right to take any other action or additional action we deem appropriate in our sole discretion in the event we believe (in our sole discretion) that you have violated these provisions

User Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“User Content”). You are responsible for the User Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting User Content on or through the Service, you represent and warrant that: (i) the User Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and

assume no liability for User Content you or any third party posts on or through the Service. However, by posting User Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Service. You agree that this license includes the right for us to make your User Content available to other users of the Service, who may also use your User Content subject to these Terms.

LockSpread has the right but not the obligation to monitor and edit all User Content provided by users.

Service Content

You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by LockSpread, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content. If LockSpread blocks you from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of LockSpread, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. LockSpread reserves any rights not expressly granted herein.

The LockSpread name and logos are trademarks and service marks of LockSpread (collectively the “LockSpread Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to LockSpread. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of LockSpread Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of LockSpread Trademarks will inure to our exclusive benefit.

Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, Service Content, use of the Service, or access to the Service. The Service is for your personal use only.

Accounts

When you create an account with us, you guarantee that you are above the age of 18 (or age of majority required to participate in the Services in the jurisdiction in which you reside), and that the information you provide us is accurate, complete, and current at all times. Inaccurate,

incomplete, or obsolete information may result in the immediate termination of your account on the Service.

By signing up, you: (i) confirm that you have read these Terms and that you agree to be bound by them, our rules, and our Privacy Policy, each of which is incorporated by reference into these Terms, and (ii) represent that you are legally able to enter into a binding contract, agree to the use of electronic communication in order to enter into contracts, and that you waive any rights or requirements under applicable laws or regulations in any jurisdiction that requires an original (non-electronic) signature, to the extent permitted under applicable law. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form, including, but not limited to, your age, full name, place of residence and a valid email address. You represent and warrant that all registration and account information you supply to us is complete and accurate and (through timely updates) kept up to date. You are responsible for maintaining the accuracy of this information. Should the registration information provided prove false or misleading, we may suspend or terminate your account. Our Privacy Policy governs registration data and other information collected from us about you regarding your use of the Services

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

Your account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system. Deposits and prizes after contests are finished are held in a separate, segregated bank account. We use third-party electronic payment processors to process financial transactions executed through your use of the Services. You irrevocably authorize us to instruct such processors to handle deposits and withdrawals from your account and irrevocably agree that we may give such instructions on your behalf in accordance with your requests, or as consequence of your activity regarding use of the Services

Deposits and Withdrawals

You may deposit funds in your account upon the providing of necessary information. The maximum deposit you can make into your account in any monthly period is USD \$1,000.00; provided, we reserve the right to increase or decrease deposit limits pursuant to applicable law. If any deposit is charged back or is otherwise uncollectible for any reason, the amount of the

initial deposit and any winnings generated from your participation in real money contests or tournaments from the time of the applicable deposit until its reversal or un-collectability shall be invalidated, forfeited and deducted from your account balance. LockSpread reserves the right to close your account if a deposit is charged back, or if it is determined that you: (i) are not of legal age in order to access the Services, or (ii) have violated any of the Terms at the time of making a deposit.

In order for you to make any deposits by credit card, you must be the authorized user of such credit card. You agree to immediately notify us of any changes to your credit card account number, its expiration date and/or your billing address in order to make deposits with your credit card. If your credit card is cancelled or expired, you must immediately update your credit card prior to future use. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, failure to honor legitimate charges or requests for payment, or any other violation of these Terms will result in immediate termination of your account, forfeiture of winnings, and pursuit of civil litigation and/or criminal prosecution.

You may withdraw funds from your account at any time provided all prizes have been confirmed and you have satisfied our identification procedures. Where required by law, we will require you to furnish your tax identification number prior to payout of prizes. To make a withdrawal, you will need to fill out necessary information. Payments and withdrawals can be made using credit or debit cards registered to your address only. We may not accept certain cards for payments, deposits or withdrawals.

In order to protect against fraud and collusion, and to comply with anti-money laundering requirements, you may be prevented from withdrawing funds until a period of at 48 hours has elapsed since your last deposit.

You may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and submit forms of identification including but not limited to a driver's license, proof of residence, and/or any information relating to payment/deposit accounts as reasonably requested by us in order to complete a withdrawal. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes.

Third Party Payment Provider

When you use a third-party payment service provider to make a deposit on our website, the third-party payment service provider maintains primary responsibility for payment and payment related customer support. The terms between the third-party payment service provider and customers who utilize services of the third party are governed by a separate agreement between the service provider and the customer, and are not subject to these Terms. It is your responsibility to review any agreements you may with such third-party payment service provider, and you agree LockSpread shall not be liable for any damages resulting from your use of such third-party payment service provider.

Refund Policy

All payments (including, but not limited to, entry fees) provided for use of the Services are final. Except as otherwise provided in these Terms, no refunds will be issued. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the account was registered.

Conditions of Participation

LockSpread reserves the right to investigate and take appropriate legal action against anyone who, in LockSpread's sole discretion, violates these Terms, including without limitation, removing the offending user from the Service, suspending or terminating the account of such violators and/or reporting you to law enforcement authorities. You agree not to engage in any of the following activities regarding your use of the Services:

- Submit false, misleading, or inaccurate personal information to create an account, enter a contest or tournament, or claim a prize;
- Engage in any type of collusion, syndicate play, or financial fraud, including, but not limited to, unauthorized use of credit instruments to create an account, enter a contest or tournament, or claim a prize;
- Use automated means (including but not limited to scripts and third-party tools) to interact with the Service in any way (this includes, but is not limited to: creating a contest or tournament, entering a contest or tournament, withdrawing from a contest or tournament, and/or otherwise participating in the contest or tournament);
- Tamper with the administration of a contest or tournament;
- Disable, remove, circumvent, damage, or otherwise interfere with any features (security related or otherwise) implemented by the Service;
- Abuse the Website or Services;
- Use or access the Services from any jurisdiction or territory in which use of the Services is illegal or impermissible;
- Violate any applicable local, state, national or international law, or any regulations having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

By entering into a contest or tournament or accepting any prize, to the extent allowable by law, you grant LockSpread and our affiliates, suppliers, and licensors and licensees a perpetual, worldwide, royalty-free irrevocable, non-exclusive right and license to use your name, voice, likeness, and digital and/or electronic image or likeness and any biographical information about you, and to reproduce, modify, adapt, publish, publicly and digitally display, translate, create derivative works from, and/or distribute such materials or incorporate such materials into any form, medium, or technology, now known or later developed, throughout the world, and the right to copy, disclose, distribute, incorporate and otherwise use such material for any and all commercial or non-commercial purposes. LockSpread may, in its sole and absolute discretion, require you to execute a separate release of claims as a condition of being awarded any prize or receiving any payout.

LockSpread is not responsible for any incorrect, invalid or inaccurate information provided by users for use of the Services; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit you to participate in a contest or tournament), including, without limitation, any injury or damage to you and/or your personal property relating to or resulting from accessing the Services or participation in a contest or tournament; inability to access the Service, or any web pages that are part of or related to the Service; theft, tampering, destruction, or unauthorized access to accounts; data that is processed late, incorrectly, or is incomplete or lost due to computer or electronic malfunction, or the Internet, or any service provider's facilities, or any website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

Participation in each contest or tournament must be made only as specified in these Terms and applicable contest rules. Failure to comply with these Terms or applicable contest rules will result in disqualification and, if applicable, prize forfeiture.

All contest or tournament entries shall become the property of LockSpread. LockSpread reserves the right to move entrants from a contest or tournament they have entered to a substantially similar contest or tournament in certain situations as determined by LockSpread in its sole discretion

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by LockSpread. LockSpread has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that LockSpread 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 third party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Third Party Material

Under no circumstances will LockSpread be liable in any way for any content or materials of any third parties (including User Content), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that LockSpread does not pre-screen content, but that LockSpread and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, LockSpread and its designees will have the right to remove any content that violates these Terms or is deemed by LockSpread, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to lack of use or if LockSpread believes that you have violated these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service may be referred to appropriate law enforcement authorities. LockSpread may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms may be affected without prior notice, and acknowledge and agree that LockSpread may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that LockSpread will not be liable to you or any third party for any termination of your access to the Service.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to release, defend, indemnify and hold harmless LockSpread and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or

c) User Content posted on the Service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine

Limitation Of Liability

In no event shall LockSpread, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

LockSpread, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Arbitration Agreement

You agree that any and all disputes or claims that have arisen or may arise between you and LockSpread, whether arising out of or relating to these Terms (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration in accordance with the terms of this Arbitration Agreement. You agree that, by entering into these Terms, you and LockSpread are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

YOU AND LOCKSPREAD AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND LOCKSPREAD AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

A party who intends to seek arbitration must first send to the other, by certified mail or email, a written Notice of Dispute ("Notice"). The Notice to LockSpread should be sent to [support@lockspread.com]. You agree that all notices to be sent to you shall be sent to the email associated with your account. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If LockSpread and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or LockSpread may commence an arbitration proceeding.

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator may award any relief that a court of competent jurisdiction could award, and the arbitration decision may be enforced in any court of competent jurisdiction. You agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone. The prevailing party in any action or proceeding shall be entitled to reasonable costs and attorneys' fees.

Unless LockSpread and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, AAA shall make the determination. If your claim is for \$10,000 or less, LockSpread agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the AAA Rules will determine the right to a hearing. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a

reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Notwithstanding the foregoing arbitration provisions, in no event shall LockSpread be precluded or delayed from seeking and obtaining temporary, preliminary and/or permanent injunctive relief, without the posting of any bond or proving of actual damages, against infringement or other violation of its claimed intellectual property rights in a court of appropriate jurisdiction.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than prohibition of class and representative actions and non-individualized relief as set forth herein) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions regarding the prohibition of class and representative actions and non-individualized relief as set forth herein are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for injunctive relief. The remainder of the Terms will continue to apply.

Privacy Policy

We respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New Jersey, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 60 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.