

HOMESTRETCH GOLF
TERMS OF USE AND SOFTWARE AS A SERVICE AGREEMENT

(Last Modified: September 14, 2018)

1. ACCEPTANCE OF TERMS OF USE AND SOFTWARE AS A SERVICE AGREEMENT

1.1. These Terms of Use and Software as a Service Agreement (which is hereinafter referred to as the “Terms”) are entered into by and between you and Strong as a Knox, LLC (which is hereinafter referred to as the "Company", "we", or "us"). The Terms, together with any documents they expressly incorporate by reference, govern your access to and use of HomestretchGolf.com, Homestretch.golf, and the web application available thereon (which is hereinafter referred to collectively as the “Web App”), including any content, functionality, and services offered on or through the Web App.

1.2. Please read these Terms carefully before you start to use the Web App. By using the Web App, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms of Use, you must not access or use the Web App.

1.3. This Website is offered and available to users who are of legal age to participate in pari-mutuel wagering in their jurisdiction. By using the Web App, you represent and warrant that you are meet all of the foregoing eligibility requirements. If you do not meet all of those requirements, you must not access or use the Web App.

1.4. We may update the content on the Web App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Web App may be out of date at any given time, and we are under no obligation to update such material.

2. CHANGES TO THESE TERMS

2.1. We may revise and update these Terms from time to time, in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Web App thereafter.

2.2. Your continued use of the Web App following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3. OUR SERVICES

- 3.1. You accept responsibility on the Web App for the accuracy of all wagers. You must save any and all wagers, and you are solely responsible to ensure every wager is accurate both in terms of the team selected and the amount wagered.
- 3.2. You acknowledge that the live odds displayed on the Web App at any given point in time represent estimated payouts per dollar, should a team win the tournament. Odds displayed do not reflect place or show wager odds. Due to final payout adjustments including rounding, you further acknowledge that winning payouts may slightly differ than the final live odds to win displayed on the Web App.
- 3.3. You acknowledge that wagers are not considered officially confirmed and paid until you visit the on-site cash kiosk to pay for the saved wagers on the Web App. The mere completion of saving wagers does not complete the golf pari-mutuel wagering process. Cash payment must be made on-site after successfully saving a wager to officially participate in the pari-mutuel pool.
- 3.4. You acknowledge the Homestretch Golf Minimum Payout Per Dollar is a one-to-one ratio, meaning any winning wager on our platform at a minimum receives a one-to-one ratio of receiving a payout amount equal to the wager amount.
- 3.5. You acknowledge that we donate a portion of our net profits to the American Cancer Society. In a pari-mutuel scenario in which no wagers were placed on a team or teams that represent a winning wager, the funds collected through all the losing wagers, less processing fees, will be donated to the American Cancer Society.
- 3.6. You acknowledge that refunds of a wager are made only when a wager was placed on a team that subsequently scratched from the field and did not participate in the tournament. Refunds will be paid out alongside the pari-mutuel payouts after winning teams are determined and posted.
- 3.7. You acknowledge that no new wagers will be accepted after the tournament administrator closes the betting window of time prior to the start of the golf tournament.
- 3.8. You acknowledge that all ties will be broken by the process defined on-site by the tournament administrator prior to determining any winning teams (for win, place, or show finishes).

3.9. You acknowledge that we use traditional definitions of “win”, “place” and “show” wagers. A “win” wager means the person wagering thinks the team will come in first place. A “place” wager means the person wagering thinks the team will come in either first or second place. A “show” wager means the person wagering thinks the team will come in either first, second or third place.

3.10. You have an option on the Web App to check “Across the Board”, which copies the same wager denomination into all win, place and show fields for that team. The “Across the Board” check box option is simply for ease of use and is not required to successfully save wagers.

4. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

4.1. We reserve the right to withdraw or amend the Web App, and any service or material we provide on the Web App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Web App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Web App, or the entire website, to users.

4.2. You are responsible for each of the following:

4.2.1. Making all arrangements necessary for you to have access to the Web App; and

4.2.2. Ensuring that all persons who access the Web App through your internet connection are aware of these Terms and comply with them.

4.3. To access the Web App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to us, including but not limited to through the use of any interactive features on the Web App, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

4.4. Accessing the Web App may consume your mobile data if you access the Web App via a device that accesses a cellular tower for internet. We are not responsible for any data consumption overage, SMS, or MMS charges that may apply.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Web App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

5.2. These Terms permit you to use the Web App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Web App for any non-personal or commercial purpose.

5.3. You must not do any of the following:

5.3.1. Modify copies of any materials from this site; or

5.3.2. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

5.4. You must not access or use for any commercial purposes any part of the Web App or any services or materials available through the Web App.

5.5. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Web App in breach of these Terms, your right to use the Web App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Web App or any content on the Web App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Web App not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

5.6. The Company name, the term “Homestretch Golf”, the Homestretch Golf logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Web App are the trademarks of their respective owners.

6. PROHIBITED USES

6.1. You may use the Web App only for lawful purposes and in accordance with these Terms. You agree not to use the Website in any of the following ways:

- 6.1.1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- 6.1.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- 6.1.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", or "spam" or any other similar solicitation;
- 6.1.4. To impersonate or attempt to impersonate the Company, any Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- 6.1.5. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Web App, or which, as determined by us, may harm the Company or users of the Web App or expose them to liability;
- 6.1.6. Use the Web App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Web App, including their ability to engage in real time activities through the Web App;
- 6.1.7. Use any robot, spider, or other automatic device, process or means to access the Web App for any purpose, including monitoring or copying any of the material on the Web App;
- 6.1.8. Use any manual process to monitor or copy any of the material on the Web App or for any other unauthorized purpose without our prior written consent;
- 6.1.9. Use any device, software, or routine that interferes with the proper working of the Web App;
- 6.1.10. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- 6.1.11. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Web App, the server on which the Web App is stored, or any server, computer, or database connected to the Web App.

6.1.12. Attack the Web App via a denial-of-service attack or a distributed denial-of-service attack; or

6.1.13. Otherwise attempt to interfere with the proper working of the Web App.

7. MONITORING, ENFORCEMENT, AND TERMINATION

7.1. We have the right to do any of the following:

7.1.1. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Web App; or

7.1.2. Terminate or suspend your access to all or part of the Web App for any violation of these Terms.

7.2. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Web App. You hold the Company and its affiliates, licensees and service providers harmless from any claims resulting from any action taken by any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by either such parties or law enforcement authorities. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Article.

8. RELIANCE ON INFORMATION POSTED

8.1. The information presented on or through the Web App is made available solely for general informational purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Web App, or by anyone who may be informed of any of its contents.

8.2. The Web App may include content provided by third parties. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. LINKING TO THE WEBSITE

9.1. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

9.2. You may not do any of the following:

9.2.1. Cause the Web App or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site;

9.2.2. Link to any part of the Web App other than the homepage; or

9.2.3. Otherwise take any action with respect to the materials on the Web App that is inconsistent with any other provision of these Terms.

9.3. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

10. LINKS FROM THE WEBSITE

10.1. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Web App, you do so entirely at your own risk and subject to the terms and conditions of use for such other websites.

11. DISCLAIMER OF WARRANTIES

11.1. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Web App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other

proprietary material due to your use of the Web App or any services or items obtained through the Web App or to your downloading of any material posted on it, or on any website linked to it.

11.2. Your use of the Web App, its content, and any services or items obtained through the Web App is at your own risk. The Web App, its content, and any services or items obtained through the Web App are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Web App. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Web App, its content or any services or items obtained through the Web App will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Web App or the server that makes it available are free of viruses or other harmful components or that the Web App or any services or items obtained through the Web App will otherwise meet your needs or expectations.

11.3. The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

12. LIMITATION ON LIABILITY

12.1. In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Web App, any websites linked to it, any content on the Web App or such other websites or any services or items obtained through the Web App or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort, breach of contract or otherwise, even if foreseeable.

13. INDEMNIFICATION

13.1. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Web App, including, but not limited to any use of the Web App's content, services, and products other than

as expressly authorized in these Terms or your use of any information obtained from the Web App.

14. GOVERNING LAW

14.1. All matters relating to the Web App and these Terms and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Web App shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Sacramento and County of Sacramento, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. ARBITRATION

15.1. At our sole discretion, we may require you to submit any disputes arising from the use of these Terms or the Web App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of Judicial Arbitration and Mediation Services and applying California law.

16. LIMITATION ON TIME TO FILE CLAIMS

16.1. Any cause of action or claim you may have arising out of or relating to these Terms or the Web App must be commenced within one year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

17. WAIVER

17.1. No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

18. SEVERABILITY

18.1 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

19. ENTIRE AGREEMENT

19.1. The Terms of Use, our Privacy Policy, and any software as a service agreements between you and the Company constitute the sole and entire contract between you and the Company with respect to the Web App and supersede all prior and contemporaneous understandings, contracts, representations and warranties, both written and oral, with respect to the Web App.

20. CONTACT INFORMATION

20.1. All feedback, comments, requests for technical support, and other communications relating to the Web App should be directed to: Info@HomestretchGolf.com.