

TERMS OF USE

- Last updated: November 17, 2015
- Please read these Terms of Use ("Terms") carefully. By downloading, accessing, or using the mobile applications, websites, or other products or services of 2465404 Ontario Inc. o/a Coach Off and our affiliates ("2465404 Ontario Inc. o/a Coach Off", "we" or "us"), or the services, features, or functionality jointly offered with other companies through our mobile application or website (collectively, the "Services"), you agree to be bound by these Terms. These Terms affect your legal rights and obligations, so if you do not agree to these Terms, do not use the Services.
- In the event you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party)
- **ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND 2465404 Ontario Inc. o/a Coach Off WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**
- Have Fun – watch football, baseball and enjoy playing the game as you watch
- Although these Terms form a proper legal contract—and inevitably read like a proper legal contract—the bulk of them are simply designed to ensure our users have fun. These Terms let us provide and continue to improve our Services, while at the same time ensuring that a few mean users don't ruin the fun for everyone else. Your part in that is simple. Just use common sense: Play the game, challenge friends, and enjoy your game - watching/playing experience.
- 2465404 Ontario Inc. o/a Coach Off is intended for people who are at least 13 years old. Persons under the age of 13 are prohibited from creating 2465404 Ontario Inc. o/a Coach Off accounts. For certain features or functionality offered by us or others through the Services, users must be at least 13 years old. Those Services may be subject to separate terms from us or third parties that contain these further age requirements. If you are under 13 and use those Services, you may be violating the third party's governing terms, which we deem a violation of these Terms as well.
- You affirm that you are either at least 13 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or

removed from the Services and do not have more than one 2465404 Ontario Inc. o/a Coach Off account.

- We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

1. Basic Terms

- a. You may use the Services only if you can form a binding contract with 2465404 Ontario Inc. o/a Coach Off and are not a person barred from receiving services under the laws of Ontario, Canada. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, provincial, national, and international laws, rules and regulations.
- b. The Services that 2465404 Ontario Inc. o/a Coach Off provides are always evolving and the form and nature of the Services that 2465404 Ontario Inc. o/a Coach Off provides may change from time to time without prior notice to you. In addition, 2465404 Ontario Inc. o/a Coach Off may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.
- c. The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by 2465404 Ontario Inc. o/a Coach Off on the Services are subject to change. In consideration for 2465404 Ontario Inc. o/a Coach Off granting you access to and use of the Services, you agree that 2465404 Ontario Inc. o/a Coach Off and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. Privacy – THIS SAVES US FROM EMAIL COMPLIANCE

- a. Any information that you provide to 2465404 Ontario Inc. o/a Coach Off is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the

Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, processing and use by 2465404 Ontario Inc. o/a Coach Off As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your 2465404 Ontario Inc. o/a Coach Off account, which you may not be able to opt-out from receiving.

3. Passwords – good password protection

- a. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. 2465404 Ontario Inc. o/a Coach Off cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

- a. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

5. Your License To Use the Services (watch wording here- royalty free, its they just have the right and we can take it away)

- a. 2465404 Ontario Inc. o/a Coach Off gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by 2465404 Ontario Inc. o/a Coach Off as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by 2465404 Ontario Inc. o/a Coach Off, in the manner permitted by these Terms and does not include:
 - i. The distribution, public performance, or public display of 2465404 Ontario Inc. o/a Coach Off Content;
 - ii. Modifying or otherwise making any derivative uses of the Services or 2465404 Ontario Inc. o/a Coach Off Content, or any portion thereof;
 - iii. Use of any scraping, data mining, robots, or similar data gathering or extraction methods;

- iv. Downloading (other than page caching) any portion of the Services, 2465404 Ontario Inc. o/a Coach Off Content, or any information contained therein, except as expressly permitted on the Services;
 - v. Accessing the 2465404 Ontario Inc. o/a Coach Off API with an unauthorized or third-party client; and
 - vi. Any use of the Services or 2465404 Ontario Inc. o/a Coach Off Content other than for their intended purposes.
- b. Any use of the Services or 2465404 Ontario Inc. o/a Coach Off Content other than as specifically authorized in these Terms, without the prior written permission of 2465404 Ontario Inc. o/a Coach Off, is strictly prohibited and will terminate the license to use 2465404 Ontario Inc. o/a Coach Off granted in these Terms.

6. 2465404 Ontario Inc. o/a Coach Off Rights

- a. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of 2465404 Ontario Inc. o/a Coach Off and its licensors. The Services are protected by copyright, trademark, and other laws of both Ontario, Canada and foreign countries. Nothing in the Terms gives you a right to use the 2465404 Ontario Inc. o/a Coach Off name or any of the 2465404 Ontario Inc. o/a Coach Off trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding 2465404 Ontario Inc. o/a Coach Off, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

7. Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- a. Please review the 2465404 Ontario Inc. o/a Coach Off Rules (which are part of these Terms) to better understand what is prohibited on the Service. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to

- 1) satisfy any applicable law, regulation, legal process or governmental request
- 2) enforce the Terms, including investigation of potential violations hereof,
- 3) detect, prevent, or otherwise address fraud, security or technical issues,
- 4) respond to user support requests
- 5) protect the rights, property or safety of 2465404 Ontario Inc. o/a Coach Off, its users and the public.
 - i. access, tamper with, or use non-public areas of the Services, 2465404 Ontario Inc. o/a Coach Off's computer systems, or the technical delivery systems of 2465404 Ontario Inc. o/a Coach Off's providers;
 - ii. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - iii. access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by 2465404 Ontario Inc. o/a Coach Off (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with 2465404 Ontario Inc. o/a Coach Off.
 - iv. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or
 - v. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services
- b. Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms or the terms of any third party that govern a particular Service;
- c. Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

- d. Compromise the security of the Services;
- e. Send any unsolicited or unauthorized advertising, spam, solicitations, or promotional materials;
- f. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data;
- g. Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Services;
- h. Use or attempt to use another user's account without authorization;
- i. Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- j. Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- k. Engage in any harassing, intimidating, predatory, or stalking conduct;
- l. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- m. Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- n. Develop any third-party applications that interact with User Content or the Services without our prior written consent; and
- o. Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

10. Ending These Terms

The Terms will continue to apply until terminated by either you or 2465404 Ontario Inc. o/a Coach Off as follows.

- You may end your legal agreement with 2465404 Ontario Inc. o/a Coach Off at any time for any reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform 2465404 Ontario Inc. o/a Coach Off when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity under our Inactive Account Policy.
- We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the 2465404 Ontario Inc. o/a Coach Off Rules, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you

is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of 2465404 Ontario Inc. o/a Coach Off and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "2465404 Ontario Inc. o/a Coach Off Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

- Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE 2465404 Ontario Inc. o/a Coach Off ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- The 2465404 Ontario Inc. o/a Coach Off Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the 2465404 Ontario Inc. o/a Coach Off Entities or through the Services, will create any warranty not expressly made herein.

B. Links

- The Services may contain links to third-party websites or resources. You acknowledge and agree that the 2465404 Ontario Inc. o/a Coach Off Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or

resources do not imply any endorsement by the 2465404 Ontario Inc. o/a Coach Off Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE 2465404 Ontario Inc. o/a Coach Off ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.
- IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE 2465404 Ontario Inc. o/a Coach Off ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID 2465404 Ontario Inc. o/a Coach Off, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.
- THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE 2465404 Ontario Inc. o/a Coach Off ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. General Terms

A. Waiver and Severability

- The failure of 2465404 Ontario Inc. o/a Coach Off to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

- These Terms and any action related thereto will be governed by the province of Ontario without regard to or application of its conflict of law provisions or your province or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the provincial courts located in the city of Brampton, Ontario. And you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

C. Entire Agreement

- These Terms, the 2465404 Ontario Inc. o/a Coach Off Rules and our Privacy Policy are the entire and exclusive agreement between 2465404 Ontario Inc. o/a Coach Off and you regarding the Services (excluding any services for which you have a separate agreement with 2465404 Ontario Inc. o/a Coach Off that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between 2465404 Ontario Inc. o/a Coach Off and you regarding the Services. Other than members of the group of companies of which Sports Maximization Inc. is the parent, no other person or company will be third party beneficiaries to the Terms.
- We may revise these Terms from time to time, the most current version will always be at <http://www.coachoff.com>. If the revision, in our sole discretion, is material we will notify you via e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

13. Privacy

- The 2465404 Ontario Inc. o/a Coach Off Privacy Policy is incorporated into these Terms. By accepting these Terms, you agree to the collection, use, and sharing of your information through the Services in accordance with the Privacy Policy.

14. User Content

- You understand that you are responsible for all data charges you incur by using the Services.
- You agree that you are solely responsible for your User Content and any claims arising there from,
- You agree that any feedback, suggestions, ideas, or other information or materials regarding 2465404 Ontario Inc. o/a Coach Off or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of 2465404 Ontario Inc. o/

a Coach Off We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledging or compensating you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

- **INTELLECTUAL PROPERTY RIGHTS**

- The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to 2465404 Ontario Inc. o/a Coach Off, subject to copyright and other intellectual property rights under Ontario, Canada and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. 2465404 Ontario Inc. o/a Coach Off reserves all rights not expressly granted in and to the Website and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.
- We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.
- You represent and warrant that you have all rights necessary to grant to 2465404 Ontario Inc. o/a Coach Off the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

- You further agree to abide by any third-party terms that apply to the Services or when posting reviews of 2465404 Ontario Inc. o/a Coach Off, including the iTunes App Store Terms of Service. Posting 2465404 Ontario Inc. o/a Coach Off usernames in app store reviews is strictly prohibited and may result in us deleting your 2465404 Ontario Inc. o/a Coach Off account.