

## Terms and Conditions

These Terms and Conditions you are reading is a legal agreement between the Best Bet 55 Institute (hereinafter referred to as the “Institute“, “we“, “us“, “our“, “BB55 Rating App“, “App“, the “Company” and “BB55”) wherever the context so provide shall mean and include the owners, agents, officers directors, permitted assigns, and successors of Best Bet 55 Institute;

AND

The user (hereinafter referred to as “you“, “your“, “yourself“, “user”) wherever the context so provide shall mean and include agents, officers, permitted assigns and successors.

The Best Bet 55 Institute is the sole owner of the mobile application, BB55 Rating App, a user-based sports betting accuracy measurement tool. By accessing or using this service, content, feature, product or application made available, from time to time, in the BB55 Rating App or the website, [www.bestbet55.com](http://www.bestbet55.com) (“Site”) and/or any relevant software/mobile applications (“Software“) (hereinafter all of the foregoing shall be collectively referred to as the “Services“) you agree that you have read, understood, accept and agree to be bound by these Terms and Conditions. If you do not agree to these terms and conditions, do not use any of the Services provided by the company. If you have any queries regarding the Terms and Conditions please feel free to contact us at [team@bestbet55.com](mailto:team@bestbet55.com) .

YOU AGREE AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WHEN YOU USE OUR APP, THEREFORE, YOU SHOULD USE THE APP AND INTERACT WITH OTHER USERS OF THE APP SOLELY AT YOUR OWN RISK.

The rating calculated by the App is based on an algorithm developed by the Institute called the ‘Sharp Standard method’ (“Sharp Standard“) which analyzes the sports betting picks (“Pick“, “Product“) of BB55 Rating users or otherwise known as Analysts (“Analyst“, “User“) who have registered on the App. There is no gambling on the app, it is strictly a simulation. See ‘How to Play’ section of the App to see Sharp Standard calculation. Applying the Sharp Standard method to the win/loss outcomes of Picks by the Analyst is how the ratings are generated. The ‘How to Play’ section may be amended at the sole discretion of the Institute.

The BB55 Rating App allows only League Specialist or Star Analyst (“Institute Designations“, “Designations“) to sell their picks to other users on the application. See ‘How to Play’ section of

the App on how to achieve these Designations. Picks are made entirely at the sole discretion of said Analyst. The Best 55 Institute holds no liability over the Analysts' picks, information or opinions expressed on the App.

To avoid any doubt, the Best Bet 55 Institute, its officers, directors, employees, affiliates, and any other third party that the Institute engages with, hold no responsibility whatsoever regarding the information and/or its accuracy.

You acknowledge that: (i) the Service is provided for entertainment purposes only. You may not distribute, modify, republish, or publicly display any of the Content or Services without prior written permission of the Institute.; (ii) the Service may take into consideration information taken from third-party data providers on where to set the daily BB55 Betting Lines ("Lines") for the App, but ultimately it is up to the Institute's discretion; (iii) the Institute does not guarantee the sequence, accuracy, completeness, or timeliness of the Service. Performance data may not be updated or accurate on a daily basis due to maintenance procedures, errors, downtimes, etc.; (iv) the provision of certain parts of the Service is subject to the terms and conditions of other agreements to which the Institute is a party; (v) the Institute may use anonymized data such as using sports betting picks to extract, aggregated, non-identifiable, high-level statistics (such as average league pick distribution, "Lines" data, popular betting picks, etc.) for the purpose of providing the Service and sharing with third parties; (vi) the Institute may use un-identifiable personal data provided voluntarily by the user for the purpose of providing the Service and redistributing to third parties. For the avoidance of doubt, any information shared with third parties will be completely anonymized and non-identifiable; (vii) none of the information contained on the Services constitutes a solicitation, offer, opinion, picks or recommendation by the Institute to make any sports betting pick or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any sports betting; and (viii) the information provided on this App is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation. Accordingly, anything to the contrary herein set forth notwithstanding, the Best Bet 55 Institute, its suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person for any: (a) inaccuracies or errors in or omissions from the Service including, but not limited to, betting lines (points spread, over/under, etc) and technological error; (b) delays, errors, or interruptions in the transmission or delivery of the Service; or (c) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance (ix) The company has the right to delete users that violate this Terms and Conditions.

Any action and/or investment and/or transaction made by the User while relying upon the information presented on the App, are made entirely at the user's sole discretion, the Best Bet

55 Institute holds no responsibility whatsoever for any of the above-mentioned actions made by Analysts or any other individuals, and in no case will the user have any claim against the Company or its officers for any direct and/or indirect damages inflicted on him for actions made by his use of the Services.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN ITS ENTIRETY BEFORE USING THE APP OR ANY SERVICES THAT WE PROVIDE. BY USING THE APP OR OTHERWISE ACCESSING OR USING OUR SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS.

WE ARE NOT SPORTS BETTING HANDICAPPERS OR ADVISORS. THE APP AND THE CONTENT PROVIDED IN CONNECTION THEREWITH ARE NOT AND SHOULD NOT BE CONSTRUED AS SPORTS BETTING ADVICE OR A RECOMMENDATION. IN ADDITION, THE APP, THE RATING CALCULATION AND THE CONTENT PROVIDED IN CONNECTION THEREWITH MAY CONTAIN, BE BASED ON OR OTHERWISE REFER TO ERRORS, INACCURACIES, MISCALCULATIONS, PARTIAL OR INCOMPLETE INFORMATION, OUTDATED DATA, MISTAKES OR FAULTS. BEST EFFORT WILL BE MADE TO FIX ERROR. SUCH CONTENT IS PROVIDED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND NOT OTHERWISE.

THE BEST BET 55 INSTITUTE IS NOT AFFILIATED WITH OR ENDORSED BY THE NFL, MLB, NBA, NHL, THE NCAA OR ANY OTHER SPORTS LEAGUES, NOR IS IT A GAMBLING SITE, AND DOES NOT ACCEPT OR PLACE WAGERS OF ANY KIND.

These Terms and Conditions together with our Privacy Policy which may be found in the following address <https://www.bestbet55.com/PrivacyPolicy> and any additional terms which might apply to any Services offered, from time to time, by or through the App, govern your use of the App and any Services provided or made available through the App. The Best Bet 55 Institute may change these and any other terms related to your use of the App at its sole discretion. If you choose to continue your use of the App you hereby accept any future changes that may occur.

**1. Access or Use of any Services:**

(a) As further detailed in Section 5 (Intellectual Property) below and subject to the terms thereof, you are granted with a personal, limited, revocable, non-exclusive, non-transferable, and non-sublicensable right and license to access and use our App and Services solely for personal non-commercial purposes, other than selling Picks on the App. To access or use any Services, you must sign up in the BB55 Rating App, and activate the Services by following the instructions provided in the opened mobile app. You will need to provide the personal information requested and activate the Services by following the instructions detailed in the activation email that will be sent to the email account which you will provide us.

(b) Whenever you submit information to us, you shall provide true, accurate, and complete information and agree to, if the option is available, promptly update your information if there have been changes to the information you provided.

(c) We may modify or enhance the functionality of the App or content accessed by you or other software. By downloading, installing, or using the Services, you consent to such modifications and enhancements.

**2. Eligibility:**

By using the Services, you must also ensure that:

(a) all registrations and, if applicable, payment details you enter are true and accurate;

(b) will maintain the accuracy of the information (including your email address);

(c) you are a private individual person of 17 years or older; and

(d) your use of the Services does not violate any applicable law or regulation.

**3. Term, Limitation, Suspension or Termination:**

(a) We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to the App or any Services (including any Content (as defined below) without prior notice. We may do so based on changes to our business practices (e.g., eliminating Services, etc.), or if you commit violation of these Terms and Conditions, or for any

other lawful reason. You agree that we are not liable to you or any third party for any such action.

(b) Any limitation, suspension, or termination we may impose shall not alter your obligations to us under these Terms and Conditions. The provisions of these Terms and Conditions, which by their nature should survive any such action on our part, shall survive including, but not limited to, provisions relating to indemnities, releases, disclaimers, limitations on liability, and the miscellaneous provisions below. Upon termination of these Terms and Conditions, or in any case, determined by us in our sole discretion, your license to use the Content will immediately expire.

(c) If you violate these Terms, we reserve the right to issue you a warning regarding the said violation or to immediately terminate or suspend your access and/or use of the Service. You agree that we don't need to provide you with a notice before terminating or suspending your access and/or use of the Service, but we may provide such notice at our sole discretion.

#### **4. Acceptable Use:**

(a) The BB55 Rating App, Site, and Services (including, without limitation, the Software, the Sharp Standard, and the Content) are provided for your information and personal, non-commercial use only. When using our App or any Services, you must comply with these Terms and Conditions, and all applicable laws.

(b) Except as expressly permitted by these Terms and Conditions, you may not:

(i) use our App or Services in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;

(ii) modify or use our copyright, trademark or other proprietary rights notices, or interfere with the security-related features of our App or Services;

(iii) use our App or Services in any way to manipulate or distort, or undermine the integrity and accuracy of, any content (including ratings), or take any action to interfere with, damage, disrupt any part of our App or Services;

(iv) use our App or Services to send, receive, upload/post, download, any material which does not comply with our content standards;

(v) use our App or Services to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material;

(vi) use our App or Services to transmit any data, or upload to our App or Services any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, malware, adware or any other harmful programs or similar computer codes designed to adversely affect the operation of any computer software or hardware;

(vii) decompile, reverse engineer or disassemble any portion of our App or Services (including, without limitation, the Software);

(viii) use any robot, spider, other automatic device or manual process to monitor or manipulate the content and rating calculations contained on our App or Services, or use network-monitoring software to determine architecture of or extract usage data from our App or Services;

(ix) engage in any conduct that restricts or inhibits any other user from using or enjoying our App or Services;

(x) use our App or Services for any commercial purpose or in connection with any commercial activity performed, without obtaining our prior written consent; or

(xi) reconfigure any ratings or content in any way. Under no circumstances should data be re-ordered or combined with other data for supplementary analyses in any context without prior written permission and full disclosure of the intentions of any further analysis.

(c) You agree to fully cooperate with us to investigate or inquire any suspected or actual activity that is in breach of these Terms and Conditions.

## **5. Intellectual Property:**

(a) Our App, Services and related content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation and interactive features (collectively, the “Content”) and all intellectual property rights to the same are owned by us and/or by third parties, and nothing herein grants you any right in connection with the Content, except for a limited, revocable, non-transferable and non-sublicensable right and license to access and use such Content solely for personal non-commercial purposes. Additionally, all trademarks, service marks, trade names and trade dress that may appear on our App or Services are owned by us, our licensors, or both. Except for the limited license granted under this Section 4, you shall not acquire any right, title or interest in our App or Services. Any rights not expressly granted in these Terms and Conditions are expressly reserved.

(b) All content contained or distributed on the App is owned by Best Bet 55 or its licensees. Except downloading a single copy of the material for your own non-commercial use you shall not, duplicate, copy, publish, transfer, prepare the source material, distribute, make or display Items without first obtaining written permission from us and , if applicable, or any other copyright owner. You agree that you do not receive the copyright in this download materials may not be used in any unauthorized way.

## **6. Services Components:**

We retain the right, at our sole discretion, to implement limits to the nature of, or your continued ability to access the Services and any data, and impose other limitations at any time, with or without notice, including without limitation, by charging fees. You acknowledge that a variety of our actions may impair or prevent you from accessing or using the Services at certain times and/or in the same way, for limited periods or permanently, and agree that we have no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, the Services. We may from time to time engage certain affiliates or other third parties to provide all or part of the Services to you, and you hereby acknowledge and agree that such third party involvement is acceptable. We may from time to time include as part of the Services computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. We expressly disclaim any warranty or other assurance to you regarding such third party software.

## **7. Modifications:**

We reserve the right at any time and at our sole discretion to modify or discontinue, temporarily or permanently, the App, the Services or any part thereof (including the Software, the Content and the rating calculations), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Services or the App. In connection with any modification of the Services, we may use software updates and automatically download and install software updates from time to time with the intention of improving, enhancing, repairing, and/or further developing the Services, and you agree to permit us to deliver these to you (and you to receive them) as part of your use of the Services.

## **8. User's Restriction:**

- i. You may only use our App and all related content for personal and entertainment purposes. Except as expressly provided in these Terms of Use, no part of the Site may be copied, reproduced, reprinted, uploaded, posted, displayed, posted, translated, transmitted, sold, distributed, or otherwise used (including, not limited to, "by displaying a mirror visual") on any other computer, server, website or other means of publishing or distributing or any business, without the written permission of Best Bet 55.
- ii. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automated object, program, algorithm or operating system, or any other similar or similar manual process, to access, gain , to copy or monitor any part of the Site, or in any other way to reproduce or restrict the movement or movement of the Site, to obtain or attempt to obtain any materials, documents or information in any way unintentionally by you through the Site. You may not attempt to gain unauthorized access to any part or feature of the app, or to any other programs or networks connected to the app or to any Best Bet 55 server, or to any services provided or through the Site, hacking, passwords or other illegal means.
- iii. You may not investigate, scan or test the vulnerability of the App, site or any network connected to the Site, or violate the security or authentication methods of the app or any other network connected to the app. You may not alter, engineer, decompress, disassemble, duplicate or attempt to degrade the user's visual form or any source code used to provide this Site, to track or seek to obtain any information from any other user, or another Best Bet 55 customer, including any Best Bet 55 account that does not belong to you, its source, or exploits the App or any services or information made available to or provided by the App or, in any way for the



purpose of disclosing any information, including but not limited to PII, other than your personal information, as provided by the App.

iv. Accounts may not be shared and may only be used per person per account.

v. You agree that you will not take any action that places unreasonable or unreasonable burdens on the App's infrastructure or systems or networks of Best Bet 55, any programs or networks connected to the Site or Best Bet 55 App.

vi. You agree not to use any device, software or standard process to interfere with or attempt to disrupt the proper functioning of the App or any transactions made on the App, or any other use of the App, including, but not limited to, interfering with or attempting to disrupt the performance of any visitor, administrator, or network such as transmitting a virus or other dangerous object to the App, or by over-filling, "flooding," "bombing," or "hitting" this App. You also agree not to place or use fencing techniques to block any feature of this App, such as any trademark, logo, or other related information (including, but not limited to, images, text, page layout, or form), or use any metatags or other "hidden text" using Best Bet 55's name or trademarks without the written permission of Best Bet 55.

vii. You may not make headlines or use identifiers to hide the origin of any message you send to the Best Bet 55 or through the App or any service provided on or through the App. You can't pretend to be yourself, or that you represent someone else, or pretend to be someone else or an organization.

viii. You may not use the App, including, but not limited to, the content or content contained in it, for any purpose that is unlawful or prohibited by these Terms of Use, or to request that any illegal activity or other activity violates the rights of Best Bet 55 or others. Without limiting the generality of any of the terms or conditions set forth herein, in the use of the Site, you may not transfer or solicit: any form, including images or language; (b) any message that creates, or promotes or promotes conduct that is likely to be a criminal offense or is the cause of public debt; or (c) any information, software or other material that infringes or violates the rights of others, including equipment that infringes on privacy or advertising rights or is protected by copyright, trademark or other proprietary rights, or works that are otherwise

respectful, without prior permission to the owner or rights holder. Any violation of the Best Bet 55 program or network security may expose you to legal and / or criminal proceedings.

**9. Disclaimers:**

THE SERVICES, INCLUDING THE BB55 RATING APP, SITE, SOFTWARE AND ALL INFORMATION, MATERIALS AND CONTENT PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR ANY USER'S SPORTS BETTING OBJECTIVES, FINANCIAL SITUATION, OR MEANS. FREE OF COMPUTER VIRUSES AND/OR FREE FROM ERRORS. FURTHERMORE, THE APP, THE SOFTWARE, THE SHARP STANDARD AND THE CONTENT PROVIDED IN CONNECTION THEREWITH MAY CONTAIN, BE BASED ON OR OTHERWISE REFER TO ERRORS, INACCURACIES, AND MISCALCULATIONS, PARTIAL OR INCOMPLETE INFORMATION, OUTDATED DATA, MISTAKES OR FAULTS. IN NO EVENT SHALL THE INSTITUTE BE RESPONSIBLE FOR THE PERFORMANCE OF THE APP, THE SOFTWARE, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY FAILURE, DISRUPTION, DOWNTIME, AND INTERRUPTION OF SERVICES, DELAY, INACCURACY OR OTHER NONPERFORMANCE IN CONNECTION WITH THE SERVICES. THE INSTITUTE DISCLAIMS ALL LIABILITIES AND RESPONSIBILITIES FROM ANY USER FOR THE ABOVE STATED ACTIONS OR INCIDENTS.

You understand that the Services (including the BB55 Rating App, Site and its content and the Software and its results) are based, inter alia, on (a) past results which are not indicative of future performance and on (b) algorithm which we deem reliable, but we disclaim any warranty or liability in connection with such content and provide no guarantees with respect to their accuracy or completeness.

The App or Services may contain, or direct you to other web pages. We make no representations concerning any content contained in or accessed through the App or Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the App or the Services.

You understand that (i) no content published in connection with the Services, including without limitation, the Software, constitutes a recommendation or opinion with respect to any particular gambling advice or strategy or its suitability for any specific person; (ii) the Institute

makes no representations or warranties of any kind, express or implied, as to the availability, operation and use of the App or the information, content, materials or services on or accessed via the App, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement. Neither the App, nor any information, content, materials, Sharp Standard or services available via the App, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer gambling advice or a recommendation or promotion of any transaction; (iii) we are solely providing ratings to Analysts based on the Sharp Standard developed by the Institute, in our sole discretion, and that the views expressed by such Analysts or any users are their own opinions, sports betting picks and recommendations; (iv) our rating depend on user input which may be inaccurate, wrong, outdated, partial or incomplete, in which case if the correct information was plugged into our rating would be different; (vi) our rating system may be subject to errors and interruptions, and may show results that are different from the ratings that should be derived from our published rating criteria; (vii) the results and ratings provided by the Services and/or on the App may be wrong, inaccurate, outdated, partial or incomplete or do not fit for a particular purpose and do not taking into account any user's betting objectives, financial situation, or means.

THE SERVICES ARE OFFERED SOLELY FOR YOUR INFORMATION AND NOT FOR ANY COMMERCIAL USE. YOU SHOULD NOT RELY UPON ANY INFORMATION OR CONTENT INCLUDED IN ANY SERVICES FOR PURPOSES OF GAMBLING, AND YOU ARE ENCOURAGED TO CONDUCT YOUR OWN RESEARCH AND DUE DILIGENCE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE APP, AND ANY PUBLICATIONS, PRESENTATIONS, SPORTS DATA, SPORTS BETTING DATA, BETTING LINES, PERFORMANCE INFORMATION, PROS, FOLLOWER/FOLLOWING FUNCTIONS OR ANALYSTS OR BLOGGERS OPINIONS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE APP IS AT YOUR OWN RISK.

You are solely responsible for any actions or decisions you take based on materials and information available through our App and Services, and should carry out your own research and investigation as appropriate.

**10. Limitation of Liability:**

(a) UNDER NO CIRCUMSTANCES SHALL THE BEST BET 55 INSTITUTE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES OR ANY THIRD PARTY WORKING WITH THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOST DATA (EVEN IF THE INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION, THE APP, SOFTWARE, THE SHARP STANDARD, THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR APP OR SERVICES INCLUDING, WITHOUT LIMITATION, THE SOFTWARE, THE SHARP STANDARD, ANY RATINGS AND CONTENT IS TO STOP USING OUR APP AND SERVICES. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS, INFORMATION, ADVICE, INFORMATION OR ADVERTISING RECEIVED THROUGH OR IN CONNECTION WITH OUR APP OR SERVICES OR ANY LINKS PROVIDED VIA ANY OF THE FOREGOING. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) REGARDLESS OF ANY INFORMATION YOU HAVE RECEIVED TO THE CONTRARY, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY OR THAT OF OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED \$50 (Fifty US Dollars). YOU AGREE THAT THIS IS A FAIR LIMITATION BASED UPON THE MANNER AND COST BY WHICH OUR APP OR SERVICES ARE PROVIDED TO YOU, AND TAKING INTO ACCOUNT YOUR ABILITY TO USE ALTERNATIVE RESOURCES PROVIDING INFORMATION SIMILAR TO THAT OF OUR APP OR SERVICES. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH OUR APP, SERVICES OR THESE TERMS AND CONDITIONS MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. CAUSES OF ACTION BROUGHT OUTSIDE THIS TIME PERIOD ARE WAIVED.

**11. Indemnification:**

You agree to indemnify and hold harmless Best Bet 55 and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, assigns, subsidiaries and their related companies from and against any and all claims, liabilities,

losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of our BB55 Rating App, Site or Services; (ii) any actual or alleged violation or breach by you of these Terms and Conditions (or any Additional Terms (as such term is defined below)); (iii) any actual or alleged breach of any representation, warranty or covenant that you have made to us; and/or (iv) your acts or omissions. You agree to fully cooperate with us in the defense of any claim that is the subject of your obligations hereunder.

## **12. Governing Law; Jurisdiction:**

(a) These Terms and Conditions shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

(b) Any claim or dispute between you and us that arises in whole or in part from your use of the Services or the App shall be decided exclusively by a court of competent jurisdiction located in New York, US, and you hereby consent to, and irrevocably waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of New York.

(c) If there is a dispute between you and anyone accessing our App or Services, or you and any third party in connection with our App or Services, you understand and agree that we are under no obligation to become involved. In such instances, you hereby release the Institute and its officers, directors, employees, parents, partners, successors, agents, assigns, affiliates, subsidiaries and their related companies from any and all claims, demands and damages of every kind or nature arising out of, relating to or in any way connected with such dispute.

## **13. Infringement of Intellectual Property Rights:**

(a) We may remove or disable, in our sole discretion, access to material on the App or Services or hosted on our systems that may be infringing third parties rights (including, without limitation, copyright or trademark of others).

(b) You may notify that copyrighted or trademarked or other intellectual property material has allegedly been infringed and matters other than informing the Institute that copyrighted or trademarked other intellectual property material may have been infringed and include in your notice details such as: a description of the copyrighted or trademarked work that you claim has been infringed upon; a description of where the material that you claim is infringing is located on the App, including a link or screenshot of the screen containing the infringing material (if applicable); your address, telephone number and e-mail address; a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or trademarked owner, its agent or the law signature of the person authorized to act on behalf of the owner of the copyright or trademarked interest; 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 trademarked owner or authorized to act on the copyright or trademarked owner's behalf; and any additional information as shall be required by the Institute.

#### **14. Amendment:**

(a) We are constantly updating our App and Services to provide better options and features, or for other reasons. In certain instances it may be necessary to update or modify these Terms and Conditions to reflect these and other changes (e.g., to reflect updates to our practices and policies). We also may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of our App or any Services ("Additional Terms"). Accordingly, you agree that we may at any time provide you with Additional Terms, or update or modify these Terms and Conditions , as appropriate or necessary. Kindly Note that where the additional Terms are in conflict with these Terms and Conditions, the Additional Terms shall prevail.

(b) Modifications to these Terms and Conditions or any Additional Terms will be effective upon: (i) notice, either by posting on our App or by email notification; and (ii) your subsequent use of our App or Services. It is your responsibility to review these Terms and Conditions and the App from time to time for any changes or Additional Terms. Your access and continued use of our App or Services following any modification of these Terms and Conditions or the provision of Additional Terms will signify your consent to and acceptance of the same.

#### **15. Linking:**

The App and/or Services may provide links to other websites or resources. Because the Best Bet 55 Institute has no control over such app and resources, you acknowledge and agree that the Institute is not responsible for the availability of such external sites 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 sites or resources. You further acknowledge and agree that the Institute 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 app or resource.

- a) Pro ("PRO") status is only achieved through an invitation by the Best Bet 55 Institute. It is up to the sole discretion of the Institute on who gets chosen to be a PRO. A PRO status can be removed by the Institute at any time. All PRO Analysts are subject to these Terms and Conditions.

#### **16. Fraudulent Activity:**

The Best Bet 55 Institute reserves the right to investigate any purchase transactions, sports betting picks, rating manipulation or interaction with any Services and Software that we believe, in our sole discretion, is being abused or has been abused. We reserve the right to rescind any amount earned or paid, and/or terminate any Analyst's account that we believe, in our sole discretion, is abusing or has abused our Services and Software. Any failure to comply with this Agreement or any misrepresentation of any information furnished to the Institute by you or anyone acting on your behalf may result in the termination of your account and forfeiture of any money earned. If the Institute has any reason to suspect fraudulent activity is associated with your account, the Institute reserves the right to delay or withhold payment. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. The Best Bet 55 Institute's decisions shall be final.

#### **17. Communications:**

By signing up to be an Analyst, you agree to receive communications and notices by electronic mail. Our communications may be account- and membership-related (e.g., that we've added money to your account, that a purchase has been made, that we are mailing you a check on a certain date, as well as sports betting picks, trends and informational, etc.). We may communicate with you regarding our Services by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. We may also send you push notifications if you install the mobile application. If you elect to provide us a mobile number, we may use it to contact you when you make account updates or for account recovery purposes. You may receive recurring messages from us during those account changes. Standard message rates apply, and carriers are not responsible for any delayed or undelivered messages.

18. **Social Media:**

When you access or use our Software or Services, we may make available services from one or more third parties ("Third-Party Platforms"). The Company Properties support Third-Party Platforms, including Facebook, Twitter, and Instagram, to make it easier for you to share status updates of achievements of your account. Any use of Third-Party Platforms to create and access your Account is subject to the terms and conditions and privacy policies of such third parties ("Third-Party Terms").

19. **Standards of Conduct:**

By participating in our Services and Software you are becoming an Analyst in a community that depends on the goodwill and responsible behavior of each of our Analysts are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at our Services and Software, our employees, contractors or agents, or other Analysts. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to our Services suspended or terminated without prior notice.

20. **Seller/Customer Agreement:**

THIS SELLER/CUSTOMER AGREEMENT ("AGREEMENT") CONTAINS THE TERMS AND CONDITIONS THAT GOVERNS YOUR ACCESS TO THE BB55 RATING APP ("BB55 APP", "APP", "BB55") TO BUY AND SELL SPORTS BETTING PICKS PURSUANT TO THE RULES OF THE APP AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND THE INSTITUTE. BY REGISTERING AS ANALYST/USER ON THE APP, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

ANALYSTS WILL AUTOMATICALLY BE ABLE TO SELL ON THE BB55 APP ONLY WHEN THEY ARE DEEMED A STAR ANALYST OR A LEAGUE SPECIALIST ("INSTITUTE DESIGNATIONS", "DESIGNATIONS") BY THE BB55 RATING APP OR THE BEST BET 55 INSTITUTE. THE DESIGNATIONS CANNOT BE REMOVED NOR CAN THE DESIGNATIONS BE DISABLED FROM SELLING.



As used in this Agreement, “BB55” and “our” means the Best Bet 55 Institute and “You” or “Seller” means the Star Analyst or League Specialist. All Analysts or users of the BB55 Rating App may be “Customers”. The Sellers are selling their sports betting Picks (“Pick”, “Product”, “Content”, “Order”) as they have inputted and saved on the BB55 Rating App. The BB55 Rating App is wholly owned by the Best Bet 55 Institute.

#### Agreement to BB55’s Terms and Conditions and Privacy Policy

This Agreement is in addition to and supplements BB55’s Terms and Conditions and Privacy Policy posted on our Services and Software. By entering into this Agreement, You also agree to abide by BB55’s Terms and Conditions and Privacy Policy, which is found on <https://www.bestbet55.com/PrivacyPolicy> . BB55 may modify its Terms and Conditions and Privacy Policy from time to time, with or without notice. Your continued use of the Services following BB55’s posting of such modifications shall be deemed to be your acceptance of any such modifications. If you do not agree to the changes or amendments in the Terms and Conditions or Privacy Policy, immediately cease to use the Services.

#### Seller Onboarding

In order for Sellers to be eligible to sell their Picks on the App, the seller must achieve a status of Star Analyst or League Specialist, as indicated in the How to Play section of the App. Once an Analyst achieves a status of a Star Analyst or League Specialist, they automatically become Sellers. The status expires after 30 days.

THOSE WHO DO NOT WISH TO HAVE THEIR PICKS SOLD SHOULD NOT USE OUR SERVICE ONCE THEY HAVE EARNED STARS OR ACHIEVED SPECIALIST STATUS. THE INSTITUTE WILL NOT BE LIABLE FOR ANY PICKS THAT ARE SOLD, BOTH INTENTIONALLY AND UNINTENTIONALLY.

#### Seller’s Content License Grant

##### License for Content:

By entering into this Agreement and listing a Product, Seller grants, as well as represents and warrants that it has the right to grant to the Best Bet 55 Institute and its Affiliates a royalty-free,

non-exclusive, worldwide, sub licensable, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, commercially or non-commercially exploit in any manner, incorporate and imbed into other works, and distribute Seller Content throughout the App and all Affiliate properties.

#### Fees:

The fees and commissions ("Fees") payable by Seller to the Best Bet 55 Institute in order to sell their sports betting picks on the App are as set forth hereto in Exhibit A. The parties agree that the Best Bet 55 Institute may revise and adjust the Fees at the discretion of the Institute, and such adjusted Fees shall become applicable upon thirty (30) days prior written notice to Seller to all Analysts (which may be given via email).

Seller hereby appoints the Institute as its agent for accepting and processing payment from Customers on Seller's behalf. Seller authorizes the Best Bet 55 Institute to receive payments on its behalf and deliver such payments. Pending Earnings are payments received within the previous 45 days. Posted earnings are payments received 45 days or more. The Institute is only obligated to pay the Seller for Posted Earnings. The Seller agrees that the payments can only be paid out after POSTED EARNINGS are above \$55.00 USD in the Analyst's account balance and the Institute has received their payment from the App Store such as Google Play or Apple's App Store ("App Store"). If Posted Earnings due to Seller is \$55 (Fifty Five Dollars) or less, such payment shall be withheld until payment due to Seller exceeds \$55 (Fifty Five Dollars). Seller represents and warrants that each payment that it directs the Institute to process through the Service is for the completed and fulfilled sale of goods or services from Seller to a Customer. The Seller agrees and acknowledges that: (a) a check from the Institute to a valid mailing address in the United States through regular U.S Mail postage or national mail carrier is the only acceptable form of payment to the Seller. The check cannot be mailed outside of the United State. This may change at the discretion of the Institute. The Institute is not responsible for checks that are not received due to user input error or lost mail. and (b) its sole recourse for nonpayment by the Best Bet 55 Institute is against the Institute, and it will not seek any return, refund or payment directly or indirectly from Customers in the event of nonpayment by the Institute. The Institute reserves the right to offset any overpayments to Seller against any future Seller Payments. The Institute may modify the schedule of payments from time to time upon prior notice to Sellers.

**Withholding of Payment.** The Best Bet 55 Institute may withhold the payment of funds to You or return funds to Customers, if the Seller is the subject of an investigation or inquiry, or there is a Claim against You, for any suspected or alleged wrongful conduct, the Institute is not paid by the

App Store or any violation of this Agreement. The Best Bet 55 Institute will not be liable to You for any such amounts.

## Customer Onboarding

Any Analyst or user of the BB55 Rating App, who does not violate its Terms and Conditions, is a potential Customer. You must be over 18 years of age to be a Customer.

## **Purchase/Order Processing, Fulfillment and Shipping**

### Orders and Fulfillment:

Seller will be the merchant of record. Best Bet 55 Institute will collect all proceeds from such transactions ("Transaction Information"), including App Store costs. The Customer is the purchaser of record. The order is fulfilled once the App will electronically transmit to the Seller the order information in the Earning History section of the BB55 App. The App will electronically transmit to Customer the purchased sports betting picks of the Seller in the Purchased History of the BB55 App.

Risk of Fraud and Loss. Seller's bears the risk of all fraud and mail/postage delivery issues. The Institute will make a strong attempt to make payment of valid cash out to the Seller. The Institute may cancel an undeposited check and mail a new check.

### Refunds

Refunds: There is a no refund policy on any purchased Picks. Unlike physical goods, electronically distributed information can be easily consumed or copied. Accordingly, it is our policy that once we have provided the information to a Customer, the sale is final, and the Customer may not return information for a refund or credit. The Institute has no obligation to provide refunds due to positive or negative outcomes of the picks purchased.

### Cost

The cost of the purchased picks ("Cost") payable by the Customer to the Best Bet 55 Institute as set forth hereto in Exhibit B. The parties agree that the Best Bet 55 Institute may revise and

adjust the Cost at the discretion of the Institute, and such adjusted Cost shall become applicable upon thirty (30) days prior written notice to all Analysts (which may be given via email).

#### Ownership and Use of Transaction Information

The Best Bet 55 Institute shall own all Transaction Information. Seller may only use Transaction Information to further a transaction related to this Agreement, in accordance with the terms of this Agreement, the Institute's Privacy Policy and all applicable laws. Seller will not (i) disclose or convey any Transaction Information to any third party (except as necessary for Seller to perform its obligations under the Agreement); (ii) use any Transaction Information to conduct Customer surveys or for any marketing or promotional purposes; (iii) contact a Customer that has ordered a pick that has not yet been delivered with the intent to collect a payment in connection therewith or to influence such Customer to make an alternative or additional purchase; or (iv) target communications of any kind on the basis of the intended recipient being a consumer.

#### Ratings and Reviews

The BB55 Ratings may make the ratings data publicly available. The Institute will have no liability to Seller for the content or accuracy of any ratings or reviews. Seller shall have no ownership interest in or license to use any rating or reviews posted on the App.

#### Taxes

Best Bet 55 Institute has no obligation to report any earnings as a result of your use of our Services. You acknowledge and agree that you are solely responsible for recording, reporting, and paying any and all taxes that may be applicable to your use of our Platform to any and all relevant regulatory, governmental, and taxation authorities.

#### Term, Termination and Suspension

Term: This Agreement shall commence once a Seller registers for the app as an Analyst and shall continue in full force and effect as long as the Seller continues using the App.

**Termination:** The Institute may terminate this Agreement at any time, for any reason with or without notice.

**Seller Termination:** Seller may terminate this Agreement by not using the App once they have received a Designation until their status resets after 30 days.

**Suspension:** The Institute may immediately suspend Seller's account on this App, at any time and in the Institute's sole discretion.

**Survival.** The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (including, without limitation, representations, warranties, indemnification, payment obligations, remedies, the Institute's rights to use Seller's suggestions and feedback, limitations of liability, choice of law, jurisdiction, and venue) shall survive even after termination of this Agreement.

## Indemnification

**Indemnification Obligations:** Seller, Customer, and all Analysts will defend, indemnify and hold harmless the Institute and Affiliates and their respective employees, directors, agents and representatives (each an "Indemnitee") from and against any and all losses arising out of the Picks or related to third party Claims asserted against, imposed upon or incurred by an Indemnitee due to, arising out of or relating to: (a) any actual or alleged breach of Seller's representations, warranties, or obligations set forth in this Agreement, the Institute's Terms and Conditions, or the Institute's Privacy Policy; (b) violation of any applicable Laws; (c) Seller's own site or other sales channels, Seller's Products (including the advertisement, offer, sale or return of any of Seller's Products) and Seller's Content; (d) any actual or alleged infringement of any intellectual property rights (including rights of publicity or right of privacy) by Seller's Products or Seller's Content; (d) personal injury, death or property damage arising from Seller's Products; and (e) any and all income, sales, use, and other taxes, surcharges, fees, assessments or charges of any kind whatever, together with any interest, penalties and other additions with respect thereto, imposed by any federal, state, local or foreign government in any way related to the sale of the Products on the App, excluding, any taxes related to the Institute's net income. The term "taxes" includes any class action or qui tam legal claims grounded in an allegation or allegations that the Institute bears some civil or criminal liability for over- or under-collection of any tax or fee on sales of Products offered by Seller.

Procedure for Indemnification: Upon receipt of notice, from whatever source, of Claims against the Institute for which Seller is obligated to indemnify the Institute, Seller shall immediately take necessary and appropriate action to protect the Institute's interests with regard to the Claims. The Institute shall notify Seller of the assertion, filing or service of any Claims of which the Institute has knowledge, as soon as is reasonably practicable.

Settlement: Seller, in the defense of any Claim, shall not, except with the prior written consent of the Institute, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the release of the Institute from all liability and blame with respect to the Claim. The Institute shall have the right at all times to accept or reject any offer to settle any Claim against it.

#### Warranty Disclaimer

THE APP AND ANY RELATED SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. THE INSTITUTE EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF DATA, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, OR NON-INFRINGEMENT. THE INSTITUTE DOES NOT WARRANT THAT THE APP WILL BE ERROR-FREE, FREE OF VIRUSES OR THAT DEFECTS WILL BE CORRECTED.

#### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE INSTITUTE OR ITS AFFILIATES OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF THE INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE INSTITUTE'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL VALUE OF ANY FEES ACTUALLY PAID [AND PAYABLE] TO THE INSTITUTE BY SELLER THROUGH THE APP IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY.

## Notices

Any notice or other communication required or permitted to be made or given to Best Bet 55 under this Agreement shall be deemed sufficiently made or given on the date of delivery if delivered to the email address of team@bestbet55.com.

## Controlling Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Unless waived by the Institute (which it may do in its sole discretion) the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state and federal courts in New York City, New York.

## Waivers and Amendments

This Agreement may only be modified, or any rights under it waived, by a written document executed by the Institute. The express waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion. No failure or delay by the Institute in exercising any right, power or privilege under this Agreement shall operate as waiver hereof.

## Severability

If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable Law.

## Relationship of the Parties

The Parties hereto expressly understand and agree that the other is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not make either party the employee, agent or legal representative of the other.

## No assignment

Seller shall not assign this Agreement, in whole or in part, without the prior written consent of the Institute.

## Complete Agreement

This Agreement is the complete and exclusive agreement by and among the Parties with respect to the subject matter hereof, superseding any prior agreements and communications regarding such subject matter. To the extent that the terms of this Agreement conflict with the Institute's

## **21. Miscellaneous:**

(a) No waiver by either of us of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms and Conditions are for convenience only and shall not be given any legal import.

(b) Except where specifically stated otherwise, if any part of these Terms and Conditions are deemed unlawful or unenforceable for any reason, it is agreed that part of these Terms and Conditions shall be stricken and that the remaining terms in these Terms and Conditions shall not be affected and shall remain in force and effect.

(c) You may not assign these Terms and Conditions or any of your rights or obligations hereunder, in whole or in part, without our prior written consent.

(d) These Terms and Conditions (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement and supersede all previous written or oral agreements between you and the Best Bet 55 Institute in connection with the App and Services.



## **EXHIBIT A**

### Fee Structure for Seller

**Fees:** The Seller must pay a fee (the “Fee”) for Products sold through the App. The Fee includes fees to the Institute for the Services and Software and the fee to the App Store.

**Seller Earnings:** The current payout structure after Fee is as follows and can change at the discretion of the Institute:

#### Star Analyst Earning Formula:

Each Best Bet pick sold = (\$1.00 USD x the number of stars of the Analyst)

#### Specialist Earning Formula:

Each League pick sold = (\$0.70 USD X the number of active league games)

**IMPORTANT NOTE:** a Specialist must sell all of their active League Picks at the time of purchase

## **EXHIBIT B**

### Price Structure for Buyer

**Price:** The customer must pay the price (the “Price”) of each Seller’s picks sold through the App.

**Purchase History.** Customers can see their purchased sports betting picks from the Purchase History located in the Menu section of the BB55 App. The current price structure for the Customer is as follows and can change at the discretion of the Institute:

#### Star Analyst Earning Formula:

Best Bet pick Price = (\$3.00 USD x the number of stars of the Analyst) - \$0.01 USD

#### Specialist Earning Formula:

League pick Price = (\$2.00 USD X the number of active league games) - \$0.01 US

**IMPORTANT NOTE:** the Customer must buy all of a Specialist’s active League Picks at the time of purchase

