

Terms of Service

Last updated: July 11, 2024

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 19.

1. Acceptance of terms

Chart website located at Raiders LLC (collectively, "We", "Us", or "Chart Raiders") provide a skilled trade-gaming website located at Chart Raiders.com (the "Site") and a related mobile app — which include all of the text, images, audio, code and other material they contain or provide (collectively, the "Content") and all of the features, contests and other services they provide.

The Site, the mobile app, and any other features, tools, materials, or other services (including co-branded or affiliated services) offered from time to time by Chart Raiders are referred to here as the "Service." Please read these Terms of Use (the "Terms" or "Terms of Use") carefully before using the Service. By using or otherwise accessing the Service, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms and our additional [Rules](#) and Scoring system and (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy](#) and (3) any additional terms, rules and conditions of participation in particular contests issued by Chart Raiders from time to time. If you do not agree to the Terms, then you may not access or use the Content or Services.

Chart Raiders may issue additional terms, rules and conditions of participation in particular contests. For example, Chart Raiders may issue conditions as required by various state rules and regulations, which may impact your experience or participation on the Service. You agree to be subject to those additional rules if you participate in such contests.

2. Eligibility

By using the Services, you hereby represent and warrant that you 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.

By registering for an account and/or using the Service, you are representing and warranting that:

- at the time of deposit or game entry you are physically located in a jurisdiction in which participation in the contest is not prohibited by applicable law;
- you are of 18 years of age or older (21 years of age or older in Massachusetts, Iowa, Arizona, & Louisiana, 19 years of age or older in Alabama & Nebraska)
 - In Canada, participation is prohibited in the province of Ontario
 - In Louisiana, participation is prohibited in the following parishes: Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Franklin, Grant, Jackson,

Jefferson Davis, LaSalle, Morehouse, Richland, Sabine, Union, Vernon, West Carroll, Winn.

- you will abide at all times by these Terms of Use and any other agreements between you and Chart Raiders regarding your use of the Service or participation in games;
- you are not listed on any U.S. Government list of prohibited or restricted parties;
- when depositing funds or entering a paid contest, you are not physically located in any of the following states: Hawaii, Connecticut, Idaho, Montana, Nevada or Washington;
- you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.
- You do not, by virtue of affiliation with another similarly operating site, have access to the site's pre-release non-public confidential data about contest-related information.
- When entering any contest that awards prizes, you are not an employee or operator of another skilled trade-gaming site that charges entrance fees or offers cash prizes

If Chart Raiders determines that you do not meet the eligibility requirements of this section, then you are not authorized to use the Service. Chart Raiders makes no representation that participation in paid entry skilled trade-gaming contests is lawful under Texas state law. Chart Raiders may require you to provide proof that you are eligible to participate according to this section prior to receiving a prize. This includes by requesting that you fill out an affidavit of eligibility or other verification information (as discussed in Section 4 below). If Chart Raiders otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that Chart Raiders may have in law or equity, Chart Raiders reserves the right to terminate your account, withhold or revoke the awarding of any prizes associated with your account or limit your ability to withdraw. In such a situation, Chart Raiders may pay out any withheld or revoked prizes to the other entrants in the relevant contest in a manner consistent with the prize structure of the contest, to be precisely determined by Chart Raiders in its sole discretion.

Chart Raiders also reserves the right to withhold revoked prizes to use in furtherance of its fraud prevention or anti-money laundering efforts. Chart Raiders employees may use the Service for the purpose of testing the user experience, but may not withdraw money or prizes except when playing in a private league. Relatives of Chart Raiders employees with whom they share a household are not eligible to participate in paid contests unless they are private contests with other Chart Raiders employees or household members. Chart Raiders consultants or promoters of the Service may play in contests without such limitation, but only if (i) their arrangement with Chart Raiders does not permit them to have any access to

non-public Service data or any other data not made available to all players on the Service and (ii) they do not receive any other advantages in their play on the Service.

Employees or operators of other skilled trade-gaming sites that charge entry fees or offer cash prizes, and individuals who, by virtue of affiliation with another skilled trade-gaming site, have access to the site's pre-release non-public confidential data about game-related information may not enter any contests in which a real money prize is awarded. If such person enters a Chart Raiders contest that awards prizes, Chart Raiders will disqualify the entry, will not award a prize, and may report such person's violation of this provision to the skilled trade-gaming site for which the entrant is employed by, operates or affiliated with. Additionally, Chart Raiders may maintain information about the entrant sufficient to assist Chart Raiders in blocking the user from entering future Chart Raiders contests, unless and until Chart Raiders determines, in its sole discretion, that the entrant is no longer an employee or operator of another skilled trade-gaming site or no longer has access to pre-release non-public confidential data about game-related information by virtue of affiliation with a skilled trade-gaming site.

Chart Raiders offers proactive tools and support meant to encourage healthy user behavior and deliver positive user experiences. We also allow qualified third parties, who have concerns about a user's ability to manage his or her play, to request a limitation on that user's use of Chart Raiders. You can learn more about our responsible use policies and tools at <https://www.ChartRaiders.com/responsible>.

Chart Raiders is not affiliated with or sponsored by Bitcoin, Coinbase, or any other cryptocurrency or cryptocurrency exchange.

Terms of Use Modification

Except for Section 19, providing for binding arbitration and waiver of class action rights, Chart Raiders reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on our Site. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we will notify you by contacting you through the email address associated with your account. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

4. Conditions for Participation

4.1 Registration

In order to participate in a contest on the Service, you must register for an account. By registering as a user of the Service, you agree to provide accurate, current and complete information about yourself as prompted (such information being the "Registration Data") and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or Chart Raiders has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Chart Raiders may deny you access to areas requiring registration, or terminate your account, at its sole discretion.

You agree that the sole and specific purpose of creating an account on Chart Raiders is to participate in skilled trade-gaming contests on the Service. Chart Raiders shall be entitled to suspend, limit or terminate your account if we determine, in our sole discretion, that you are depositing funds without the intention of using them in contests on the Service. In such circumstances, we may also report such activity to relevant authorities.

You may establish, maintain, use and control only one account on the Service. Each account on the Service may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not "co-own" accounts on the Service. In the event Chart Raiders determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that Chart Raiders may have, Chart Raiders reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes.

4.2 Communications and Information Practices

As a result of your registration for the Service, you may receive certain commercial communications from Chart Raiders. You understand and agree that these communications are part of your registration, and that, to the extent required by law, you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to info@ChartRaiders.com. Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

4.3 Account Password and Security

At the time of registration for online account access, you must provide a valid email address and supply a Username and Password to be used in conjunction with your account. You may not use a Username that promotes a commercial venture or a Username that Chart Raiders in its sole discretion deems offensive. Many portions of the Service require registration for access (the "Restricted Areas"). You are responsible for maintaining the confidentiality of Password, and are fully responsible for all uses of your Username and Password, whether by you or others. You agree to (a) never to use the same Password for the Service that you use or have ever used outside of the Service; (b) keep your Username and Password confidential and not share them with anyone else; (c) immediately notify Chart Raiders of any unauthorized use of your Username and Password or account or any other breach of security; and (d) use only your own Username and Password to access the Service's Restricted Areas. Chart Raiders cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that Chart Raiders is authorized to act on instructions received through the use of your Username and Password, and that Chart Raiders may, but is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you, or for any other reason.

Chart Raiders may require you to change your Username or may unilaterally change your Username.

4.4 Disqualification and Cancellation

Chart Raiders also reserves the right to cancel contests, in our sole discretion, without any restrictions.

Chart Raiders, in its sole discretion, may disqualify you from a contest or the entire Service, refuse to award fantasy points or prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct Chart Raiders deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of the Service or in any way detrimental to other users. Improper conduct includes, but is not limited to: falsifying personal information, including payment information, required to use the Service or claim a prize; violating eligible payment method terms, including the terms of any cash rewards payment card, violating any of these rules, accumulating points or prizes through unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Service or trying to in any way tamper with the computer programs associated with the Service; obtaining other entrants' information and spamming other entrants; and abusing the Service in any way; or otherwise violating these Terms of Use. You acknowledge that the forfeiture and/or return of any prize shall in no way prevent Chart Raiders from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

If for any reason the Service is not running as originally planned (e.g., if the Site becomes corrupted or does not allow the proper usage and processing of entries in accordance with the rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Chart Raiders corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service), Chart Raiders reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification may be posted on the Site.

The failure of Chart Raiders to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Chart Raiders (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

4.5 General Information Regarding Deposits and Withdrawals

By registering for an account and/or using the Service, you agree to provide us with a valid name, date of birth, and social security number (or the last four digits thereof), residential address, email address, phone number, and any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you.

We also may conduct checks for Terms compliance, including anti-fraud checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to such checks, you may close your account and withdraw your deposits and/or winnings at any time and for any reason.

Deposits, and player winnings after contests are finished, are held in a separate, segregated bank account by a subsidiary of Chart Raiders, LLC. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and Chart Raiders may not use them to cover its operating expenses or for other purposes. Your withdrawals will be made from this segregated bank account, and checks issued from that account may bear the name of Chart Raiders' subsidiary.

Chart Raiders may limit the amount a user can deposit into his or her account in accordance with state-imposed deposit limits.

In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your deposit (by entering contests) whose total entry fees equal the value of the deposit to receive the entirety of such bonus.

4.6 Publicity

By entering a contest, you consent to Chart Raiders' and its service providers' and business partners' use of your name, voice, likeness, location and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected contest and/or other Chart Raiders contests and Chart Raiders generally, unless otherwise prohibited by law. Chart Raiders Inc and its business partners reserve the right to make public statements about the entrants and winner(s), on-air, on the Internet, or otherwise, prior to, during, or following the contest. Entrants agree that Chart Raiders Inc may announce any winner's name on-air or on any of its websites or any other location at any time in connection with the marketing and promotion of Chart Raiders or other contests or games operated by Chart Raiders Inc. You agree that participation in and (where applicable) the winning of a prize in connection with a contest constitute complete compensation for your obligations under this paragraph, and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations. The rules specific to certain contests may contain additional publicity obligations or may require a written signature on a separate publicity waiver.

4.6 Taxation

Each year all winners who have won \$600 or more over the previous year must provide updated address and social security details to Chart Raiders. These details will be used to allow Chart Raiders to comply with tax regulations and may be shared with appropriate tax authorities. You, not Chart Raiders, are responsible for filing and paying applicable state and federal taxes on any winnings. Chart Raiders does not provide tax advice, nor should any statements in this agreement or on the Service be construed as tax advice.

By agreeing to these Terms, you are consenting to electronic delivery of all informational tax forms such as Form 1099 and Form W-2G.

5. Game Rules

5.1 Game of Skill

Chart Raiders is a game of skill. Winners are determined by the criteria stated in each contest's rules. For each contest, winners are determined by the individuals who use their skill and knowledge of relevant professional sports information and skilled trade-gaming rules to accumulate the most fantasy points. Fantasy points are accumulated through the performance of individual athletes in sports events.

5.2 Entry fees

Each Chart Raiders contest has an entry fee listed in US dollars. When you opt to participate in a contest, that amount in US dollars will be debited from your Chart Raiders account. Then, follow the links and instructions provided for entry. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose Username the entry was submitted, or if possession of the Username itself is contested and in Chart Raiders' opinion sufficiently uncertain, the name in which the email address on file was registered with the email service provider. Chart Raiders reserves the right not to award a prize to an individual it believes in its sole discretion did not submit the winning entry.

Users may cancel entries prior to game start. If you timely cancel an entry, your entry fee will be refunded back into your Chart Raiders account. Chart Raiders has no obligation to honor cancellation requests received within 15 minutes of or after game start. Please review our rules page for full details. Similarly, contests lock when the first game starts and no more entries or lineup changes may be made at that time. Additionally, only contests that offer late swap allow lineup changes after a contest locks.

5.3 Contest Term

Chart Raiders offers contests for mock-trading events corresponding to live trading charts, with such contests generally taking place on a single day or at most a week.

5.4 Prizes

After each contest ends, the tentative winners are announced (generally by the following day) but remain subject to final verification. The players in each contest who accumulate the most mock-trade dollars and comply with eligibility requirements and applicable rules will win prizes as set out in the posted contest details. Prizes are added to the winning player's account balance. In the event of a tie, the prize is divided evenly between the tied players, unless otherwise specified.

Chart Raiders offers a number of different types of contests. For each contest, we announce the entry fees and prizes in advance on the contest page. For a summary of entry fees and prizes for currently open contests please login and visit the main lobby.

Prize calculations are based on the results as of the time when final mock-earnings are tabulated by Chart Raiders. Once winners are initially announced by Chart Raiders, the scoring results will not be changed, though we reserve the right to make adjustments based on errors or irregularities in the transmission of information to us from live

exchanges or in our calculation of results. We also may make adjustments in the event of noncompliance with the Terms. Chart Raiders has no obligation to delay the awarding of a prize in anticipation of any adjustment, and we reserve the right to reverse payments in the event of any adjustment. You agree to cooperate with our efforts to reverse payments.

No substitution or transfer of a prize is permitted. All taxes associated with the receipt or use of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of the Contest is challenged by any legal authority, Chart Raiders reserves the right in its sole discretion to determine whether or not to award or adjust such prizes. In all disputes arising out of the determination of the winner of Chart Raiders contests, Chart Raiders Inc is the sole judge and its actions are final and binding.

5.5 Notification

Winners are generally posted on the Site after the conclusion of each contest by 10 AM ET on the following day. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner. In addition, a list of winners and winner's names for each competition period may be obtained by writing to: Chart Raiders, Inc., 5900 Balcones Dr., STE #100, Austin, TX 78731.

5.6 Bonuses and Promotions

Full offer details available [here](#)

We may offer bonuses to newly depositing users and for other marketing purposes. Certain bonuses, if awarded, shall be awarded as a "pending bonus" earned gradually when users enter and complete paid contests. A user's pending bonus is converted into a monetary credit that can be used to play on Chart Raiders as the user enters real money contests in accordance with the terms of the offer or promotion. Unless otherwise stated, any unconverted pending bonus remaining in a player's account 30 days after it has been initially credited can be removed by Chart Raiders. Any credit a new user receives is for entry into competitions on Chart Raiders and can only be withdrawn if they have been previously entered into at least one game. Additionally, if a user immediately withdraws money after a deposit which delivers a deposit bonus then the bonus will be retracted. In the event of abuse of the bonus system by any user, Chart Raiders reserves the right to retract your user bonuses.

Chart Raiders may also offer Chart Raiders Coins, or CRC, in accordance with the terms of a promotion or for other marketing purposes at Chart Raiders' sole discretion.

5.7 Exchange Providers

Chart Raiders utilizes third-parties to provide trading performance metrics. Binance provides trading performance data,

6. LIMITED LICENSE

6.1. Authorized use Summary.

By using the services, you agree to our [End User License Agreement](#) (the "EULA"). To summarize the terms of our EULA, please note that in providing access to the Services, we grant you a limited, non-exclusive, non-transferable, revocable license to use and enjoy the Services (and any Virtual Content, defined in Section 7 below) for your individual, non-commercial, entertainment purposes only and expressly conditioned upon your compliance with these Terms.

If we terminate your account, any license granted by us to you in the Services and with respect to any Virtual Content ends immediately upon termination. Unless otherwise expressly authorized by us in a signed written contract, you may not sell, copy, exchange, loan, reverse engineer, decompile, derive source code from, translate, lease, grant a security interest in, transfer, publish, assign or otherwise distribute any of the Services or any of Chart Raiders' intellectual property, including any of our computer code or Virtual Content.

6.2. Reservation of Rights

We (and our licensors) own and reserve all rights, title and interest in and to the Services, and all data and content posted, generated, provided or otherwise made available in or through the Services, including, user accounts, computer code, titles, objects, artifacts, characters, character names, chat logs, game recordings and broadcasts, locations, location names, stories, dialog, catch phrases, artwork, graphics, structural or landscape designs, animations, sounds, musical compositions and recordings, virtual goods, in-game currency, audio-visual effects, character likenesses, methods of operation and gameplay (collectively, "**Game Content**"). For clarity, Game Content includes Virtual Content. You can't create any work of authorship based on the Game Content or Services except as expressly permitted by us. For more info about what fan uses we currently permit, please read our [Intellectual Property policy](#) (though be aware that we change this from time to time -- and for certain regions where we partner with third party publishers, the publisher's terms of service may supersede provisions in the policy).

You also agree that unless we grant you a license, in a written contract signed by us, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress. Any reproduction, redistribution, or modification of the Services, or use of the Services not in accordance with these Terms, is expressly prohibited and may result in severe civil and/or criminal penalties.

7. VIRTUAL GOODS, GAME CURRENCY AND PURCHASES

7.1. Virtual Content, Defined. (Virtual Content includes stuff like game currency and virtual goods, such as champions, skins, emotes, accessories, etc.)

When using the Services, we may provide you with opportunities to acquire a limited license to access virtual goods, such as champions, skins, emotes, etc., ("**Virtual Goods**") and in-game currency ("**Game Currency**"), associated with your account (collectively, "**Virtual Content**").

Game Currency may only be used for the specific game for which it was purchased unless we say otherwise at the time of purchase.

7.2. Obtaining Virtual Content Licenses (Buy it, earn it, or receive it.)

We may provide you with various opportunities to acquire a limited license to access Game Currency or Virtual Content, including:

1. purchasing it (e.g., with a credit card);
2. earning it (e.g., by accomplishing game missions or tasks); or
3. receiving it (e.g., from another player as a gift or)

7.3. Virtual Content, Ownership (What you “unlock” is not the virtual good itself, but rather, a non-transferable limited license to access it.)

You have no ownership or other property interest in any of the Virtual Content you unlock, regardless of how you acquired access to it. Virtual Content has no monetary value. You can't transfer (unless we allow it in the functionality of the Services) or redeem Virtual Content for any type of “real world” money. You can't obtain any refunds for purchasing a license to access Virtual Content, except as expressly permitted by us. You can find our current content refund policy [here](#).

When you obtain Virtual Content from us, what we are actually giving you is a personal, non-exclusive, non-transferable, non-sublicenseable, revocable, limited right and license to use that Virtual Content only in connection with your use of the applicable Services.

Notwithstanding anything to the contrary in these Terms, you acknowledge and agree that you shall have no ownership or other property interest in your account, and that all rights in and to your account are and shall forever be owned by and inure to the benefit of Chart Raiders. You further acknowledge and agree that you have no title, ownership, or other proprietary interest in any Virtual Content, regardless of any consideration offered or paid in exchange. Furthermore, except (1) in cases of willful misconduct or gross negligence, (2) to the extent these Terms say otherwise or (3) as otherwise required by applicable law, Chart Raiders shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to Virtual Content, including the deletion of Virtual Content upon the termination or expiration of your account or our reasonable changes to the Services.

7.4. Virtual Content, Availability

In an effort to constantly improve the Services, evolve our games and keep the Services, safe, fun, and secure, we have the right to delete, alter, move, remove, re-package, re-price, or transfer any and all Game Content, including Virtual Content, in whole or in part, at any time, with or without notice to you, to the extent permitted by law. For example, your Virtual Goods may (and likely will) evolve over time to improve the Services (including for reasons of game balance, bug fixing, or graphical improvements) or for regulatory or legal reasons. If we decide to entirely retire certain Virtual Goods that you recently purchased, we will provide you with a refund or replacement. We won't delete your Game Currency

without notice (such as through posts on our website, app or game), unless your account is terminated by us for a legitimate reason or by you, as authorized by this Agreement. We may sometimes change the purchasing power of Game Currency (for example, we might increase the number of Game Currency needed to purchase Virtual Goods, such as skins). We normally only do this in incremental steps but we'll give you notice (such as through posts on our website, app or game) if we plan to make changes that will significantly impact your Game Currency in a negative way. We don't provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on servers we operate or control, including any Game Content or Virtual Content attributed to your account. If we allow you to sell or transfer your right to access certain Game Content or Virtual Content, it may only be conducted via services approved or provided by us, if any.

8. Conduct

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Chart Raiders. By way of example, and not as a limitation, you agree not to:

- use the Service for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
- abuse, harass, impersonate, intimidate or threaten other Chart Raiders users;
- post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Chart Raiders user;
- create or submit unwanted email ("Spam") to any other Chart Raiders users;
- post or transmit, or cause to be posted or transmitted, any Content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
- infringe upon the intellectual property rights of Chart Raiders, its users, or any third party;
- post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- use artificial means, including creating multiple user accounts, to inflate your position and standing with the Chart Raiders leader boards and community;
- use unauthorized scripts; all authorized scripts will be made available through the Service prior to game entry;

- use any robot, spider, scraper, sniping software or other automated means to access the Service for any purpose (except for RSS feed access) without our express written permission. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (3) bypass any measures we may use to prevent or restrict access to the Service;
- advertise to, or solicit, any user to buy or sell any products or Service, or use any information obtained from the Service in order to contact, advertise to, solicit, or sell to users without their prior explicit consent;
- enter into contests, by any means including multi-accounting, for which you are ineligible (e.g., beginner contests when you are not a beginner); or
- sell or otherwise transfer your profile

Violation of our rules may result in the removal of your Content from the Service, forfeiture of winnings, and/or the canceling of your account. You acknowledge and agree that Chart Raiders may remove any User Content (as defined below) and terminate any Chart Raiders account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). To report Terms of Use violations, please [contact us](#).

8.1 User Content

You understand that all Content made available on the Service by a user ("User Content"), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you, not Chart Raiders, are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Service. Under no circumstances will Chart Raiders be liable in any way for any User Content.

You acknowledge that Chart Raiders may or may not pre-screen User Content, but that Chart Raiders and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service. Without limiting the foregoing, Chart Raiders and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Chart Raiders' sole discretion. You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.

With respect to User Content you submit or otherwise make available on or to the Service, you grant Chart Raiders an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate,

publicly perform and publicly display such User Content (in whole or in part), and to incorporate such User Content into other works, in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Service. Chart Raiders reserves the right, but has no obligation, to monitor disputes between you and other users.

9. FEES & TAXES

9.1. Fees

Some aspects of the Services may require you to pay a fee, and you agree that you'll provide accurate and complete payment information to us or the third-party payment provider used by us. You further agree to pay all fees and applicable taxes incurred on your account. We may revise the pricing for any part of the Services at any time (with future effect, i.e., with the exception of those which you have already purchased). This can impact on the purchasing power of your Game Currency, though we normally only do this in incremental steps. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes due and payable. We may, from time to time, modify, amend, or supplement our fees and fee-billing methods with future effect, and such changes shall be effective immediately upon posting in these Terms or elsewhere on our websites, apps or in our games. Except in cases of our gross negligence or willful misconduct, if you fail to pay any fees you owe to us or we have to refund someone due to unauthorized use of a payment made from your account, we may suspend or terminate your account. See Section 12 (Termination & Suspension) for more information in this regard.

Subject to applicable law, any applicable fees and other charges for fee-based services (including Game Currency) are payable in advance and aren't refundable in whole or in part except as expressly provided in these Terms or our refund policy. Except in cases of Chart Raiders' gross negligence, willful misconduct or to the extent these Terms say otherwise, you're responsible for all losses and charges on your account resulting from sharing your Login Credentials or for having failed to keep your account or Login Credentials secure.

9.2. Game Currency

You are solely responsible for paying any applicable taxes related to acquiring, using, or accessing Game Currency. Game Currency may be sold or issued by us in bundles and the price may vary depending on the amount you purchase and where you're purchasing. As we feel it necessary, in our reasonable discretion (or as prescribed by law), we may limit the total amount of Game Currency that may be purchased for any one game or that may be held in your account in the aggregate. Additionally, price and availability of Game Currency and Virtual Goods are subject to change with future effect. We may restrict how much Game Currency you can purchase and/or use based on your location as we have different approaches in different locations.

You should verify that the proper amount of Game Currency has been added to or deducted from your account during any given transaction. Please notify us immediately if

you believe that a mistake has been made with respect to your Game Currency balance. We'll investigate your claim, and in doing so, may request some additional info to verify it.

10. SUBMISSION POLICY – UNSOLICITED MATERIALS

We value your feedback on the Services, but please don't submit any creative ideas, suggestions or materials to us (collectively, "**Unsolicited Ideas**"). We may freely use any Unsolicited Ideas you provide. This policy is aimed at avoiding potential misunderstandings or disputes when the Services might seem similar to Unsolicited Ideas that people submit.

You may not have any legal rights in the Unsolicited Ideas you insist on sending to us, but if you do, we will be allowed to use all or some of your Unsolicited Ideas for any reason we choose and without any payment to you.

In legal terms, this means that if you submit Unsolicited Ideas to us, then you grant us a worldwide, perpetual, irrevocable, sub-licenseable, transferable, assignable, non-exclusive, and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works based upon, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import your Unsolicited Ideas, including all copyrights, trademarks, trade secrets, patents, designs, industrial rights, and all other intellectual and proprietary rights related to them, in any media now known or in the future developed, for any purpose whatsoever, commercial or otherwise, including giving the Unsolicited Ideas to others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Unsolicited Ideas granted to us as specified above are valid, effective, and enforceable and you waive and agree never to assert those rights, including those moral rights, to the maximum extent permitted by the laws of your jurisdiction.

11. Warranty disclaimers

You expressly understand and agree that your use of the Service is at your sole risk. The Service (including the Service and the Content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Chart Raiders has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Chart Raiders from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to other websites containing information that some people may find offensive or inappropriate. Chart Raiders makes no representations concerning any Content contained in or accessed through the Service, and Chart Raiders will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service. Chart Raiders makes no representation that participation in paid entry skilled trade-gaming contests is lawful under Texas state law.

12. Termination and suspension

Chart Raiders may terminate or suspend all or part of the Service and your Chart Raiders account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Service will immediately cease. If you wish to terminate your Chart Raiders account, you may contact us via the [contact form](#) with a note to say you wish to terminate your account.

The following provisions of the Terms survive any termination of these Terms: CONDITIONS OF PARTICIPATION (except for Registration and Account Password and Security); COMPETITION RULES (only Bonuses and Promotions); CONDUCT (only User Content); TERMINATION & SUSPENSION; INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; NO THIRD PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with Chart Raiders regarding restoration of your account only via support@chartraiders.com

13. No third-party beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

14. Indemnity

You agree to release and to indemnify, defend and hold harmless Chart Raiders and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Chart Raiders reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Chart Raiders in the defense of such matter.

15. Limitation on liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CHART RAIDERS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION

DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF CHART RAIDERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PARTICIPATE IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CHART RAIDERS' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO CHART RAIDERS FOR GENERAL USE OF THE SITE OR SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

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

16. Links

The Service provides, or third parties may provide, links to other World Wide Web sites, applications or resources. Because Chart Raiders has no control over such sites, applications and resources, you acknowledge and agree that Chart Raiders is not responsible for the availability of such external sites, applications or resources, and does not endorse and is 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 Chart Raiders 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 site or resource.

17. Our proprietary rights

All title, ownership and intellectual property rights in and to the Service are owned by Chart Raiders or its licensors. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other

laws. Except as expressly authorized by Chart Raiders, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Service, in whole or in part.

19. Binding arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

19.1 Initial Dispute Resolution

Our Customer Support Team is available via the [web](#) and our App to address any concerns you may have regarding the Service. Our Customer Support Team can resolve most concerns quickly to our players' satisfaction. Failure to engage in this process could result in the award of fees against you in arbitration. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. This requires first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account to Customer Service, using the [link here](#). For any dispute that Chart Raiders initiates, we will send our written description of the dispute to the email address associated with your Chart Raiders account. The written description must be on an individual basis and provide, at minimum, the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute, you and Chart Raiders agree to resolve any remaining dispute through the further dispute resolution provisions below.

The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

19.2 Binding Arbitration

Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with this Initial Dispute Resolution (Section 19.1), and only if those efforts fail, then either party may initiate binding arbitration, subject to the exceptions in Section 19.5 and the terms set forth below, as the sole means to resolve claims using the procedures set forth in Section 19.6. To initiate an arbitration, subject to the requirements described in this Section, you or Chart Raiders must file a demand for arbitration with National Arbitration and Mediation ("NAM"). After filing a copy of the demand with NAM, you must also email a copy to legal@ChartRaiders.com. Merely emailing a demand to Chart Raiders will not commence an arbitration proceeding. If Chart Raiders is initiating arbitration, it will serve a copy of the demand to the email address associated with your Chart Raiders account. You and Chart Raiders agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of the Agreement, which includes the Terms of Service (including its formation, performance and breach) or payments by or to Chart Raiders, or

that in any way relate to the provision or use of Chart Raiders services, your relationship with Chart Raiders, or any other dispute with Chart Raiders, shall be resolved exclusively through binding arbitration in accordance with this Section 19 (collectively, the "Arbitration Agreement"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Section 19.7. This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects and evidences a transaction involving interstate commerce. You and Chart Raiders expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in Section 19.5, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with this Section.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND CHART RAIDERS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Except as set forth in Section 19.4 below, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

19.3 Location

If you are a resident of the United States, and initiate arbitration, such arbitration will take place in the County where you reside, or if no NAM arbitrator is available in that County, then at the closest NAM arbitration location available in the state. Where Chart Raiders initiates arbitration, and for residents in Canada (and anywhere else outside of the United States), arbitration shall be initiated in the County of Travis, State of Texas, United States of America, unless you and Chart Raiders otherwise agree or unless the designated arbitrator determines, based on a written objection, that such venue would be unreasonably

burdensome to any party, in which case the arbitrator shall have the discretion to select another venue despite either party's initial selection. For any arbitration conducted in Texas, You and Chart Raiders agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available. The parties agree that arbitration may take place exclusively by video, where such arrangements are acceptable to the appointed arbitrator.

19.4 Class Action Waiver

YOU AND CHART RAIDERS ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 19.4 AND SECTION 19.6 BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS CHART RAIDERS PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

If there is a final judicial determination that applicable law precludes enforcement of this Paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

If there is a final judicial determination that either the Class Arbitration Action and Collective Relief Waiver or the provisions in Section 19.6 are not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you or Chart Raiders from participating in a class-wide settlement of claims.

19.5 Exception - Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also elect to have disputes or claims resolved in a small claims court that are within the scope of that court's jurisdiction regardless of what forum the filing party initially chose. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

19.6 Arbitration Rules

The arbitration will be administered by National Arbitration and Mediation and resolved before a single arbitrator. If NAM is not available to arbitrate, the alternative arbitrator for individual arbitrations not meeting the definition set forth in 19.6, shall be JAMS (<https://www.jamsadr.com/>). For 100 or more arbitrations meeting the definition set forth in 19.6, the alternative provider shall be ADR Services, Inc. ("ADR Services") (<https://www.adrservices.com/>). Except as modified by this "Dispute Resolution" provision, NAM will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Dept at commercial@namadr.com.

You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in Section 19.6, provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 19 while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based, and must include proof that the claimant is party to this agreement by registering an account with Chart Raiders. The arbitrator and/or NAM may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11), including for any claim filed on behalf of a claimant who is not party to this agreement.

The parties agree that NAM has discretion to modify the amount or timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 19 while such challenge remains pending before NAM the arbitrator, and/or a court of competent jurisdiction.

If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents

you and Chart Raiders submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute.

To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected in accordance with Section 19.6 if NAM is unavailable) against Chart Raiders within reasonably close temporal proximity ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM (or another arbitration provider selected in accordance with 19.6(A) if NAM is unavailable) in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Chart Raiders and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. **You agree to cooperate in good faith with Chart Raiders and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims.** The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Chart Raiders otherwise consents in writing, Chart Raiders does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated

claims under any circumstances, except as set forth in Section 19.4 and this Section 19. If your demand for arbitration is included in the Mass Filing, any statute of limitation applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with Section 19.4 above and also must be consistent with the terms of the "Limitation of Liability" section of the Agreement as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

19.7 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice, signed by you, of your decision to opt-out to the following address: Chart Raiders, Inc., Attn: Legal, 5900 Balcones Dr., STE #100, Austin, TX 7873. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Chart Raiders also will not be bound by them. Chart Raiders will continue to honor any valid opt outs if you opted out of arbitration in a prior version of the Agreement pursuant to the requirements set forth in that version. If you do not timely opt out of this Arbitration Agreement, such action shall constitute mutual acceptance of the terms of these "Dispute Resolution" provisions by you and Chart Raiders.

19.8 Changes to this Section

Chart Raiders will provide 30 days' notice of any material changes to this clause. Changes will apply to all claims not yet filed. If you continue to use the site after the 30th day, or you affirmatively accept the changes sooner after having been provided notice, you agree that any unfiled claims are subject to the revised clause.

If you reject any such changes by opting out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If Chart Raiders changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Product(s) or Services 30 days after such change will be deemed acceptance of those changes. If you

do not agree to such change, you may opt out by providing notice as described in Section 19.7.

For any dispute not subject to arbitration you and Chart Raiders agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in New York, NY. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Chart Raiders shall be governed by the laws of the State of New York without regard to conflict of law provisions.

20. iOS APP – Additional Terms

You acknowledge and agree that (i) these Terms are binding between you and Chart Raiders only, and Apple is not a party hereto, and (ii) as between Chart Raiders and Apple, it is Chart Raiders that is responsible for the app and the content thereof. You must use the iOS app only on an Apple-branded product that runs iOS. Your use of the app must comply with the terms of use applicable to the Apple source from which you obtain it (including the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge that Apple has no obligation to furnish you with any maintenance and support services with respect to the app.

In the event of any failure of the iOS version of the app to conform to any applicable warranty that has not been effectively disclaimed by these Terms, you may notify Apple, and Apple will refund the purchase price for the app (if any) to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app, and, as between Apple and Chart Raiders, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Chart Raiders' responsibility, but only to the extent provided by these Terms. Please read the entire Terms, as other sections of these Terms limit Chart Raiders' liability in this regard.

You acknowledge that Apple is not responsible for addressing any claims you have or any claims of any third party relating to the app or your possession and use of the app, including, but not limited to (i) product warranty or liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) claims that the app infringes a third party's intellectual property rights.

Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof. There are no other third-party beneficiaries of the Terms.

21. GENERAL INFORMATION

21.1 APPLICATION LICENSE

Subject to your compliance with these Terms, Chart Raiders grants you a limited non-exclusive, non-transferable license to download and install a copy of the app on a device

that you exclusively control and to run such copy of the app solely for your own personal use. Chart Raiders reserves all rights in and to the app not expressly granted to you under these Terms. You will not run any version of the app on a jailbroken device.

If you have downloaded our app, you agree to promptly download and install any new version that we make available through the Apple App Store or Google Play store, as applicable. Some new versions may contain updated Terms. Some new versions may contain security fixes and service improvements, whether or not we disclose that they do; accordingly, failure to promptly update your version of the App may in some cases expose you to increased security risks or Service malfunctions.

21.2 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation in particular contests that Chart Raiders may post on the Service) constitute the entire agreement between you and Chart Raiders with respect to the Service and supersedes any prior agreements, oral or written, between you and Chart Raiders. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict.

21.3 Waiver and Severability of Terms

The failure of Chart Raiders to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

21.4 Notice and procedure for making claims of copyright infringement

Chart Raiders may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Chart Raiders' Copyright Agent a written Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of where the material that you claim is infringing is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a description of the copyrighted work or other intellectual property that you claim has been infringed; and

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

Chart Raiders' Copyright Agent can be reached in the following ways:

Mail: Chart Raiders, LLC, 5900 Balcones Dr., STE #100, Austin, TX 7873

Email: copyright@ChartRaiders.com

To be valid, a Notice must be in writing and must follow the instructions above. You also may use the contact information in this Section to notify us of alleged violations of other intellectual property rights.

21.5 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21.6 Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

21.7 Communications

Users with questions, complaints or claims with respect to the Service may contact us using the relevant contact information set forth above.

21.8 Account Inactivity Fee

If your Chart Raiders account has no activity for twenty-four (24) months, it will be considered inactive. Chart Raiders will assess fee of \$2.99 per month on all inactive accounts until the account is reactivated by logging in to your account, entering a contest, making a deposit, or withdrawing funds. Chart Raiders will provide all users subject to an inactivity fee with at least thirty (30) days notice prior to deducting any fees.

If your account remains inactive for the amount of time specified by applicable state law, usually between thirty-six (36) and sixty (60) months, it will be considered abandoned. Once an account is abandoned, Chart Raiders is required by state law to remit the abandoned funds to the appropriate state agency as unclaimed property. Chart Raiders may also charge additional fees associated with the delivery of abandoned funds to the applicable state agency.

Thank you for using Chart Raiders!