

BioSoft Sports Terms of Use

1. Notice/Acceptance of Terms

This Terms of Service Agreement (the "Agreement") is a legally binding contract between you and BioSoft Sports. This Agreement governs your use of the Site (as defined below) operated by BioSoft Sports, its affiliates and subsidiaries. Be sure that you carefully read and fully understand this Agreement. BioSoft Sports is willing to provide you with access to the Site only on the condition that you accept all of the terms contained in this Agreement. Your use of the Site, including any of the products or services offered on the Site, will constitute your acceptance of, and agreement to be bound by, all the terms of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, INCLUDING ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS POSTED AT THE TIME OF ANY FUTURE ACCESS, DO NOT ACCESS THE SITE OR ANY PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE SITE.

You may print this Agreement or you can download this Agreement to your computer. Please note that the information contained herein is subject to change without notice. In addition, when using particular BioSoft Sports online services (TeamBios 2, FantasyBio, Golfer's Gold, BaseballBio, BioCalendar, BioCalendar II, PokerBio and all other software applications with copyright protection under the Biorhythm Secrets Family of Software and associated databases), you shall be subject to any posted guidelines or rules applicable to such service, which may be updated occasionally. All such guidelines, or rules, are hereby incorporated by reference into this Agreement.

2. Description of Service

BioSoft Sports and its affiliates and subsidiaries currently provide users with access to a wide variety of online services (TeamBios 2, FantasyBio, Golfer's Gold, BaseballBio, BioCalendar, BioCalendar II, PokerBio and all other software applications with copyright protection under the Biorhythm Secrets Family of Software and associated databases) and branded programming through its network of world wide web properties, as amended from time to time (the "Site"). Unless explicitly stated otherwise, any new features that augment the current Site, including the release of new BioSoft Sports properties shall be subject to this Agreement. Certain products or services may be available only in certain jurisdictions in accordance with local laws. BioSoft Sports assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. In order to use this Site, you must obtain access to the World Wide Web, either directly or through devices that access web-based Copy, and pay any service fees associated with such access.

The sports selections are provided as information only. Although BIOSOFT SPORTS has had exceptional predictability on the outcomes of games during the past 28 years, previous results do not guarantee similar future outcomes. Biosoft Sports will make complete roster sport databases and team databases available annually for the NFL, NBA, MLB and PGA if they are readily available via the Internet.

3. License

BioSoft Sports grants you a personal, revocable, non-transferable and non-exclusive right and license to use the object code related to the Site (the "Code") and software used in connection with the Site, as amended from time to time ("Software") on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Code or Software.

You agree not to modify the Code or the Software in any manner or form, or to use modified versions of the Code or the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than through the HTML interface that is provided by BioSoft Sports for use in accessing the Site.

Online subscription service: By using the online software from this website and completing its registration, you agree to the following terms and conditions. This site is for informational purposes only and does not constitute an offer for the user to place any wager.

User may terminate service upon 7 days written notice to BioSoft Sports. Since there are no set up fees charged to the user, in no instance shall the user be entitled to any cancellation of outstanding fees or charges or refund of payments regarding the users account.

4. Restrictions

You agree not to reproduce, duplicate, copy, sell, rent, resell or exploit for any commercial purposes any portion of the Site, use of the Site, or access to the Site. You agree not to create or establish, or direct any other person to create to establish: (i) a hyperlink, including but not limited to any deep link, to any page or location on the Site; or (ii) a frame containing any portion of the Site, or any other website or text document with hyperlink capabilities.

5. Notice/Acceptance of Terms

BioSoft Sports reserves the right to modify or discontinue, temporarily or permanently, the Site (or any part thereof) from time to time, for any or no reason and without notice. You agree that BioSoft Sports shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. The information and materials contained on the Site are subject to change. Your eligibility for particular products and services offered by BioSoft Sports, or any of its affiliates or subsidiaries, is subject to final approval and acceptance by BioSoft Sports.

6. Proprietary Rights

You acknowledge and agree that the Software, the Code and the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Copy contained in sponsor advertisements or information presented to you through the Site or third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree not to modify, rent, license, lease, loan, sell, distribute or create derivative works based on the Site, the Code or the Software, in whole or in part. Certain words, phrases, names, designs or logos on the Site may constitute trademarks, service marks or trade names of BioSoft Sports or third parties and the display thereof on the Site does not imply the grant to you of a license therein.

7. Registration Obligations

In consideration of your use of this Site, you agree to provide BioSoft Sports with accurate, current and complete information about yourself as prompted by the Sites' registration form (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 BioSoft Sports has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, BioSoft Sports has the right, without limitation, to suspend or terminate your account and refuse any and all current or future use by you of the Site (or any portion thereof).

8. Member Account; Password and Security; User Copy

- A. You supply your own password during the Sites' registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify BioSoft Sports of any unauthorized use of your password or account, or any other breach of security of which you are aware and to ensure that you properly close out of your account at the end of each session. BioSoft Sports assumes no liability for any loss or damage arising from your failure to comply with this section.
- B. BioSoft Sports may offer the opportunity for you to contribute your ideas, comments, questions or other communications to or from the Site (the "User Copy") in message boards, chat rooms, e-mail and other features of the Site that may be offered from time to time. The Site shall not be used to perform any illegal or immoral activities and none of the following activities, without limitation, are in any way permitted on or in connection with this Site:
 - a. Transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary or intellectual property rights or any party;

- b. Transmitting any material that contains software viruses or any other computer code, files, or programs designated to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. Impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- d. Advertising or commercial Copy;
- e. Interfering with or disrupting the Site;
- f. Disrupting the activities or enjoyment of the Site for other users; or
- g. Harassing, collecting, or storing personal data about other users.

You agree and acknowledge that BioSoft Sports, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Site, and remove any Copy within the Site, at any time and for any or no reason. You agree that BioSoft Sports shall not be liable to you or any third party for any termination of you access to the Site or deletion of any User Copy on the Site.

9. Copy Policy; License of User Copy to BioSoft Sports

- A. BioSoft Sports and its contractors shall have the right to remove any User Copy that violates this Agreement or is otherwise objectionable or illegal. You acknowledge and agree to evaluate, and assume all risks associated with the use of any User Copy, including any reliance on the accuracy, completeness, or usefulness of such User Copy, BioSoft Sports Copy or the Copy of others. You acknowledge that you may not rely on any Copy created or posted by BioSoft Sports or submitted to BioSoft Sports, including without limitation any information contained on the Site.
- B. You acknowledge and agree that BioSoft Sports may preserve and disclose User Copy if required to do so by law or if BioSoft Sports believes in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Copy violates third parties' rights, or to protect the right, property or personal safety of BioSoft Sports, its users and the Public.

10. Links and Transactions with Third Parties

- A. Your correspondence or business dealings with or participation in promotions of advertisers or third parties found on or throughout the Site, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such parties and are not bonding upon nor constitute obligations of BioSoft Sports. You agree that BioSoft Sports shall not be responsible or liable for and you hereby agree to indemnify BioSoft Sports and its affiliates and subsidiaries from and against any actions, losses, damages, liabilities, claims, judgments, costs or expenses of any nature or kind (collectively, "Claims") incurred as the result of any such dealings.
- B. BioSoft Sports, or its affiliates or subsidiaries, may provide links to third party sites containing information that some people may find inappropriate or offensive. BioSoft Sports makes no representations concerning any effort by it to review the Copy of sites provided or linked on the Site. Consequently BioSoft Sports is not responsible for the accuracy, copyright compliance, legality or decency of material contained in sites linked from or otherwise linked to the Site.

11. Disclaimer of Warranties

BioSoft Sports disclaims any and all responsibility or liability for the accuracy, Copy, completeness, legality, reliability, or operability or availability of information or material contained on the Site. BioSoft Sports disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material in respect of the Site. BioSoft Sports disclaims any responsibility for any harm resulting from downloading or accessing any information or material on or through the Site.

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TIMELINESS, AND PERFORMANCE OF THE PRODUCTS AND SERVICES OFFERED ON THE SITE AND FOR THE SOFTWARE OR CODE. TO THE FULLEST EXTENT PERMITTED BY LAW, BIOSOFT SPORTS DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON SITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SITE OR THROUGH ANY LINKS PROVIDED ON THE SITE OR BY THE SOFTWARE OR THE CODE. BIOSOFT SPORTS SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS, SERVICES, SOFTWARE AND CODE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO OR CLAIMS IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION, YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

12. Limitation of Liability

IN NO EVENT WILL BIOSOFT SPORTS, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF USE, ARISING IN CONNECTION WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR SYSTEM FAILURE, EVEN IF BIOSOFT SPORTS, OR AFFILIATES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

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

13. Indemnification

You agree to indemnify and hold harmless BioSoft Sports and its affiliates and subsidiaries from and against any Claims arising out of or relating to: (i) User Copy you submit or post to the Site; (ii) your connection to, or user account at, the Site; (iii) your violation of this Agreement; or (iv) your violation of any rights of any other person in connection with the Site.

14. Trademark Information

All Copy contained on the Site, including text, graphics, images, logos, icons, software and other material is the exclusive property of BioSoft Sports unless otherwise noted. "BioSoft Sports", "FanasyBIO" and "TeamBIOs" are registered trademarks of BioSoft Sports. Any commercial use of the Copys found on the Site is strictly prohibited.

15. Other Agreements

- A. Entire Agreement. This Agreement is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind, which are not expressly included in this Agreement, shall be binding on BioSoft Sports, its affiliates or subsidiaries.
- B. Amendments. No variation or modification of this Agreement or any waiver of any of its provisions or conditions shall be valid unless in writing and signed by an authorized representative of each party.
- C. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

- D. Miscellaneous. This Agreement shall ensure to the benefit of BioSoft Sports, its affiliates, subsidiaries, and their respective successors and assigns. Any and all references in this Agreement to BioSoft Sports, its affiliates or subsidiaries, including without limitation, pursuant to Sections 10, 11, 12 and 13, shall, where the context so permits, include BioSoft Sports' parent companies, sister companies, and their respective subsidiaries, affiliates, directors, officers, employees, contractors and agents. The headings contained herein are for convenience only and shall have no legal or interpretive effect. Additional terms and conditions may apply when you use other services, affiliate services, third party Copy or third party software on or through a link provided on the Site. BioSoft Sports may assign its rights and duties under this Agreement to any party at any time without notice to you.

- E. Termination of Terms of Use. BioSoft Sports reserves the right to terminate your use of BioSoft Sports services immediately and without notice if: You have misused or abused the services provided (what constitutes misuse or abuse of the service shall be solely determined by BioSoft Sports); or if payment is not made timely or cannot be appropriately credited because inaccurate or improper credit card information is provided to BioSoft Sports or their duly appointed representatives.

16. Questions

Should you have any questions concerning this Agreement, you may contact BioSoft Sports via email at support@biosportspro.com.