

CapWize Terms of Use

Welcome to CapWize.com.

CapWize.com is operated by Currency Kings LLC, a Colorado limited liability company ("Currency Kings"). These Terms of Use (this "Agreement" or "Terms of Use") state the terms and conditions under which you may access or browse the CapWize.com (the "Website") and govern your use of the Website. By using the Website, you agree to be bound by this Agreement, whether you are simply accessing or browsing the Website or you are purchasing products/services offered for sale on the Website or creating an account and registering with CapWize. If you wish to access or browse this site, shop for or purchase products or services, or create an account, please read this Agreement carefully. If you object to anything in this Agreement, you should leave and discontinue use of the Website immediately.

ACCEPTANCE OF TERMS OF USE AGREEMENT

a.

Electronic Agreement/Modification. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website. By accessing the Website, ordering products or services or creating an account and becoming a registered user, you consent to have this Agreement provided to you in electronic form. This Agreement includes any notices regarding the Website. By accessing the Website or creating an account on any of our Websites, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b.

Modification. This Agreement may be modified by CapWize at its sole discretion from time to time, such modifications to be effective upon posting on the Website by CapWize and your use of the Website after such posting will constitute acceptance by you of such changes. Please consult this Agreement and the referenced policies regularly. This Agreement was last updated _____.

c.

Access and Retention. A link to this Agreement will be found on the Website. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all software and equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

PRIVACY POLICY. CapWize collects the personal information you provide us in connection with your purchase or sale transaction, such as your name, address, email address and telephone number. We also collect and maintain records and history about customers' subscriptions and preferences. If you pay by credit card, debit card or check, CapWize does not maintain this account information, as it is provided to a third party vendor. Otherwise, CapWize does not share your information with third parties.

ELIGIBILITY. You must be **at least eighteen (18) years** of age to register and/or create an account with CapWize or otherwise use the Website. By using the Website, you represent and warrant that: (a) you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement; (b) all registration and listing information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) you are 18 years of age or older; and (e) your use of the Website does not violate any applicable law or regulation.

FEES. CapWize has the sole and exclusive power to set the amount of Fees to be levied in exchange for products and services offered by CapWize on the Website and/or for access to the Website, which shall be paid to CapWize when due. CapWize shall publish all Fees on the Website. CapWize reserves the right, in its sole and exclusive discretion, to modify Fees it charges for products and services and/or for access to the Website at any time.

NO BOOKMAKING, GAMBLING, LEGAL, INVESTMENT, FINANCIAL OR OTHER PROFESSIONAL ADVICE. CapWize does not offer bookmaking services or gambling services on the Website or otherwise. The information provided on this Website is for reference use only, and does not constitute the rendering of legal, investment, financial or other professional advice or recommendations by CapWize. The information and content available through this Website may not be used for any purpose by anyone other than you without the prior written consent of CapWize. CapWize expresses

no opinion as to the quality of products or services with regards to any third-party provided information or materials, including reports or data, provided on this Website.

ACCEPTANCE OF RISKS. You acknowledge and agree that you are aware and fully assume all the substantial risks involved in gambling, games of chance, and games of skill (including betting on sports and all other games of chance and/or skill). You are solely responsible and assume all risk for any decision, judgment, analysis, interpretation, inference or other conclusion made about a property or any action taken with regard to a property based on any information or content available through this Website. You also expressly acknowledge that you are subject to a variety of risks related to information that you post or share, which risks are beyond the control of CapWize, and you expressly acknowledge that CapWize is not liable or responsible for those risks, for which you have sole responsibility. You shall be solely responsible for making any decisions regarding the selection of third party services.

ELECTRONIC COMMUNICATIONS. When you visit the Website or send e-mails to CapWize, you are communicating electronically. You thereby consent to receive communications from CapWize electronically. CapWize will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing. You also agree that by registering with CapWize and creating an account, you consent to receive newsletters, emails, promotions and other advertisements from CapWize or its partners.

PASSWORD/ACCOUNT SETTINGS. When you create an account and register with CapWize, you will also be asked to choose a password for purposes of accessing the Website, creating and accessing your account, ordering products and/or services and communicating through this account. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You shall prevent unauthorized use of the Website using your password. You agree to (a) immediately notify CapWize of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CapWize will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. All assignments of your password shall be void.

INTELLECTUAL PROPERTY. CapWize owns and retains all proprietary rights in the Website. Except as otherwise expressly noted, all products, questionnaires, articles, databases, information, images, illustrations, designs, graphics, icons, photographs, text, audio clips, video clips and other materials that appear as part of the Website as well as the selection, arrangement and organization of the foregoing and the Website as a whole (collectively, "Content") are subject to copyright, trademark, service mark, trade dress, and/or other intellectual property rights or licenses and rights of publicity and privacy, all worldwide rights, titles and interests in and to which are owned by or licensed to CapWize or its licensors/suppliers. All software used on this Website is the property of CapWize or its suppliers and is protected by U.S. and international copyright and other intellectual property laws. CAPWIZE, and other Website graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of CapWize in the U.S. and/or other countries. CapWize's trademarks and trade dress may not be used in connection with any product or service that is not CapWize's, in any manner that is likely to cause confusion among customers or clients, or in any manner that disparages or discredits CapWize. All other trademarks not owned by CapWize that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CapWize. References on the Website to the trademarks, service marks, trade names, products, company names or services of third parties are provided for your convenience and do not in any way constitute or imply an endorsement or recommendation of that third party or its products or services by CapWize.

LICENSE/SITE ACCESS/PROHIBITED USE. CapWize grants you a limited license to access and make personal use of the Website and the related products and services. You agree that you will not, directly or indirectly, sell, exchange, trade, barter, transmit, publish, or otherwise reveal or exploit any of the products or services. CapWize does not allow you to download (other than page caching) or modify the Website, or any portion of it, except with express written consent of CapWize. This license does not include any resale or commercial use of the Website, its contents or any products or services sold via the Website; any collection and use of any content, including, but not limited to, products, services, descriptions, or prices; any derivative use of this site, its contents products or services; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, spiders, robots, or similar data gathering and extraction tools, as such activities are strictly prohibited. The content of the Website, the Website as a whole, the software, and the products and

services sold via the Website are intended solely for personal, non-commercial use by you and other users of the Website and its products and services. You may not: (a) modify or create any derivative work based on the content, products, or services or use the content, products, or services in whole or in part, for any commercial purpose or for any public display, performance, sale, rental, outsourcing or other commercial exploitation; (b) remove or alter any copyright, trademark or other proprietary notices from the content; (c) transfer the content, products, or services to another person; or (d) reproduce the content, the Website the software, the products, or services in whole or in part, as expressly provided herein. You agree to prevent any unauthorized copying of the content, software, products and services. CapWize reserves all rights not expressly granted herein.

NO UNLAWFUL OR PROHIBITED USE. As a condition of your use of the Website, you warrant to CapWize that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

METATAGS, HIDDEN TEXT, LINKING OR FRAMING ONLINE. CapWize expressly prohibits any use of its trademarks, trade names or brand names in metatags, keywords and/or hidden text online. The use of CapWize trademarks, trade names or brand names in metatags, keywords or hidden text constitutes trademark infringement, and the use of any of the foregoing for purposes of gaining higher rankings in search engines constitutes unfair competition. Linking to the Website, or any page or portion thereof, without the prior written consent of CapWize is expressly prohibited. Likewise, framing, in-line linking or other methods of association on the Website or its content with any other site, advertisement, link or other information or materials not originating from this Website is expressly prohibited, unless specifically authorized or in writing as required by CapWize.

LINKS TO THIRD PARTY SITES. CapWize or third parties may provide links to other World Wide Websites or resources. Because CapWize has no control over such sites and resources, you acknowledge and agree that CapWize is not responsible for the availability of such external sites 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 CapWize 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 the use of, or reliance upon, any such content, goods or services available on or through any such site or resource. CapWize does not control the privacy policies or practices of these websites. You should review those policies before providing any personal information. CapWize is not responsible for the content or practices of any linked websites and provides these links solely for navigation convenience to visitors.

WARRANTY LIMITATION. Except for those warranties expressly provided herein, you hereby acknowledge and agree that CapWize (including Directors, managers, shareholders, Affiliates, Subsidiaries, officers, employees, agents, directors and independent contractors of CapWize) has not made any other warranties, express or implied, concerning the Website, INFORMATION PROVIDED, or the INFORMATION, PRODUCTS OR SERVICES OFFERED THROUGH THIS WEBSITE. THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY CapWize ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. CapWize DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or any warranties regarding completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, CONTENT, REPORTS, products, services, or related graphics contained on the Website for any purpose. WITHOUT LIMITING THE FOREGOING, CapWize hereby makes no representation nor any warranties of any kind in connection WITH the information provided herein, That products OR SERVICES will meet your requirements, OR THE QUALITY OF ANY PRODUCTS OR SERVICES. Any reliance you place on such information is therefore strictly at your own risk.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CAPWIZE DOES NOT WARRANT OR GUARANTEE that ANY SELECTION OR PICK OR OTHER SERVICES RELATED TO ANY SPORTS COMPETITION WILL RESULT IN OR PRODUCE A SUCCESSFUL, WINNING, REVENUE-PRODUCING, OR PROFITABLE OUTCOME IF ACTED ON BY YOU. THE COMPANY PROVIDES ITS PRODUCTS AND SERVICES, INCLUDING ALL SELECTIONS OR PICKS OTHER SERVICES RELATED TO ANY SPORTS COMPETITION WITHOUT ANY WARRANTIES OR GUARANTEES, IN EACH CASE, EXPRESS OR IMPLIED OR OTHERWISE.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE information, content, MATERIALS AND SERVICES AT THIS

SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE information, content, MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH information, content, MATERIALS OR SERVICES. The fact that CapWize is including or offering any product or service on the Website is not an endorsement or a recommendation of the product or service.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

DISCLAIMER OF LIABILITY. IN NO EVENT SHALL CAPWIZE OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, DISTRIBUTORS, AFFILIATES, SUBSIDIARIES, AGENTS OR REPRESENTATIVES, BE IN ANY WAY LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, GENERAL, COMPENSATORY, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, ARISING FROM, OR RELATING TO, THE USE OF OR INABILITY TO USE THE WEBSITE OR THE INFORMATION, CONTENT, SERVICES, REPORTS, MAPS, TESTS, MATERIALS AND FUNCTIONS THEREOF, OR OF ANY LINKED WEBSITE, OR FOR ANY TRANSACTION CONDUCTED THROUGH THIS WEBSITE, OR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE, OR ANY PRODUCT OR SERVICE LINKED TO, INACCURATE INFORMATION, CONTENT, REPORTS, MAPS, RESULTS, SCORES, RECOMMENDATIONS, FROM OR ADVERTISED OR PROMOTED ON THE WEBSITE, OR OTHERWISE RELATING HERETO, REGARDLESS OF WHETHER THE SAME ARE FORESEEABLE OR IF CAPWIZE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CAPWIZE MAKES NO REPRESENTATION OR WARRANTY THAT THE WEBSITE, CONTENT, SOFTWARE, OR ANY INFORMATION OR SERVICE OFFERED THROUGH THE WEBSITE IS APPLICABLE AND APPROPRIATE FOR USE or access outside the united states.

Notwithstanding anything to the contrary contained herein, CapWize's 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 CapWize for the PRODUCTS AND/OR SERVICES.

INDEMNIFICATION. You agree to indemnify and hold CapWize, its officers, partners, directors, managers, members, shareholders, distributors, affiliates, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives and independent contractors, harmless from any loss, liability, damages, claim, actions, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website in violation of this Agreement and/or arising from any use of this Website.

FORCE MAJEURE. CapWize shall not be liable for failing to perform its obligations hereunder because of circumstances reasonably beyond its control. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of users to cooperate with the reasonable requests of CapWize, breach of this Agreement by users, and any other events reasonably beyond the control of CapWize.

Termination of Use. You agree that CapWize may, in its sole discretion, terminate or suspend your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating our relationship with you and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefor, your right to use the Website immediately ceases, and you acknowledge and agree that CapWize may immediately deactivate or delete your account and all related information and files and/or bar any further access to such files or the Website. CapWize will not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. These Terms of Use will survive any termination.

WAIVER OF LOSS RECOVERY RIGHTS. By using the Website, you agree and understand that you are waiving any right you may have against CapWize under any federal or state loss recovery statute.

WAIVER OF JURY TRIAL; SUBMISSION TO BINDING ARBITRATION; CLASS ACTION WAIVER. By using the Website, you agree and understand that any and all claims and disputes of any nature between you and Capwize shall be subject solely to binding arbitration, meaning that the parties waive their right to have any claim, or dispute of any kind determined by a court and/or heard before a jury, except that in certain matters in which injunctive relief is sought by Capwize then Capwize alone may seek such preliminary relief in court before a judge, as set forth below. You understand that Capwize willingness to grant you access to the Website, content, products and services is conditioned upon your agreement to waive the right to a jury trial and to submit to binding arbitration of any and all disputes of any kind between you and Capwize and you further understand that Capwize has reserved the right to seek injunctive relief in court, but not money damages, in order to protect its intellectual property rights. Except as reserved by Capwize, you and Capwize agree to submit any and all disputes to binding arbitration before a single arbitrator in Denver, Colorado, under the rules set forth in the code of procedure of the American Arbitration Association. You further agree that you shall have no right, and absolutely waive and relinquish any right you might otherwise have either (i) to participate in any class action or proposed class action, whether in court or in arbitration, or elect to become either a class representative or a member of any class or proposed class in any such action in which Capwize, or any officer, director or agent of Capwize, is named on any basis as a defendant, or (ii) to seek to intervene in, or join as a plaintiff, or counterclaimant in any action, including any arbitration, in which Capwize, or any officer, director or agent of Capwize,

is named on any basis as a defendant, or in which any claim for relief of any kind is asserted against Capwize , or any officer, director, or agent of Capwize .

Consent to Jurisdiction, Forum Selection and Choice of Law. By using the Website you expressly agree that if there is any dispute arising out of the Website and/or the products/services, or in the event of any judicial action arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, an arbitration award under this Agreement, or any transaction covered hereby or otherwise arising in connection with the relationship between the parties that is deemed by a court of competent jurisdiction to be not subject to arbitration pursuant to this Agreement, regardless of whether such action is brought under contract, tort, statute or otherwise, any such dispute shall be governed by the laws of the State of Colorado, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Colorado, in Denver County, for the resolution of any such dispute. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. You hereby waive any right you may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the State and Federal courts located in the County of Denver, State of Colorado shall have *in personam* jurisdiction and venue over you for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Entire Agreement. This Agreement contains the entire agreement between you and CapWize regarding the use of the Website.

PREVAILING PARTY. In any action to enforce these Terms of Use, the prevailing party will be entitled to recover its legal expenses, including reasonable attorneys' fees, legal assistants' fees, costs and expenses from the non-prevailing party of all court costs (including bankruptcy proceedings and appeals) in addition to any other relief to which the party is entitled. Any cause of action brought by you against CapWize or its officers, partners, directors, managers, members, shareholders, distributors, affiliates, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives or independent contractors, must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

ASSIGNMENT. You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so will be null and void. CapWize may freely assign its rights and obligations under these Terms of Use.

SEVERABILITY. If any part of these Terms of Use is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

WAIVER. Any failure by CapWize to enforce or exercise any provision of these Terms of Use or related rights will not constitute a waiver of that right or provision.

Captions. The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

COPYRIGHT. CapWize respects the intellectual property rights of others, and we ask users to do the same. If you believe that your work has been copied in a way that constitutes infringement on the Website, please provide the following information to CapWize:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- 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; 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 owner or authorized to act on the copyright owner's behalf.

CAPWIZE:

Address: 1550 Platte Street – A157

Telephone: 970-397-8897

Email: bcary@capwize.com

Please contact us with any questions regarding this Agreement.