

TERMS OF USE ("Terms")

For

StudentDuel Game Application ("App")

Please read the following Terms carefully before using StudentDuel Game App LLC's ("StudentDuel", "our" or "we") web application, including but not limited to the www.studentduel.com Web Site, as well as any online features, the downloadable application ("app") services and/or programs offered by STUDENTDUEL (collectively, the "app"). By accessing or using the app, you agree to the following Terms. You should review these Terms regularly as they may change at any time at the sole discretion of STUDENTDUEL. If you do not agree to any portion of these Terms, you should not access or otherwise use the app. "Content" refers to any text, materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on, uploaded to and/or downloaded from the app.

The StudentDuel game app is intended as a trivia game for students to win college funds.

We will make an effort to update this page with any changes to these Terms and/or to the services described in these Terms and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appear at the end of these Terms).

Terms related to Online Account Access to your account(s) that you have with STUDENTDUEL ("Account") is set forth in Paragraph 6 herein.

1. **CONVENIENCE AND INFORMATION ONLY; ACCEPTANCE OF TERMS.** By merely providing access to the app, STUDENTDUEL does not warrant or represent that: (a) the Content is accurate, complete, up-to-date or current; (b) STUDENTDUEL has any obligation to update any Content; (c) the Content is free from technical inaccuracies or typographical errors; (d) that the Content does not infringe on the intellectual property rights of any third party; (e) that the Content is free from changes caused by a third party; (f) your access to the Web Site will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through, or postings made on, the Web Site is accurate or complete. Your use of the Web Site and the services offered therein are subject to federal law, the law of the state where STUDENTDUEL maintains your Account, or, if STUDENTDUEL transfers your Account to another location, where STUDENTDUEL currently maintains your Account ("Applicable Law").

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as **THE WEB SITE IS NOT INTENDED FOR CHILDREN UNDER 13.**

2. **SITE USE AND CONTENT.** You may view, copy or print pages from the app solely for personal, non-commercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the Web Site without the express, prior, written consent of STUDENTDUEL. At any time, we may, without further notice, make changes to the Web Site, to these Terms and/or to the services described in these Terms.
3. **GAME RULES.** All game play must be in accordance with the Rules of the game, as outlined in Exhibit A. Any circumvention of the rules will disqualify a player. The purchase of a game entry does not guarantee any winnings or a return on your entry fee.
4. **NO INTERFERENCE WITH GAME.** You agree to not interfere with the game and its operation in any manner, including by opening additional accounts to obtain additional game plays, reverse engineering any part of the game, attempting to hack any portion of the app, disguising/masking an IP address for play, or any other tampering with the game or app. Violation of this term will result in immediate termination of your account and future accounts.

5. **WINNING PAYMENTS.** Winners of the trivia game will be contacted by our third-party administrator to set up a 529 account. StudentDuel is not responsible for liable for any issues, including tax or otherwise, associated with your 529 account.
6. **USER ACCOUNT, PASSWORD, SECURITY AND ELECTRONIC ACCOUNT SERVICES.**
- (a) **ONLINE ACCOUNT ACCESS.** For certain types of features available through the Web Site, including the Online Account Access features (the "Online Service"), we require the use of encryption technologies provided for your protection and/or your use of a user identification name ("UserID") and password after setting up a user account ("User Account"). You may never use another person's User Account and/or UserID without permission.
- (b) **USER ACCOUNT AND PASSWORD.** We use reasonable precautions to protect the privacy of your UserID, password and User Account information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your UserID, password and User Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Web Site. You, however, are ultimately responsible for protecting your UserID, password and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You are required to take reasonable precautions to safeguard your UserID and password. You agree to never leave your computer unattended while using the Online Service and to always exit the Online Service by clicking on "Log Out." You also agree to immediately notify STUDENTDUEL of any unauthorized use of your UserID, password and/or User Account, or any other breach of security by using the "contact us" function, or through the online message center (if applicable). You are solely responsible for any activity that occurs with respect to your User Account and UserID. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, error, interception or interruption.
- (c) **RELIANCE BY STUDENTDUEL.** You authorize STUDENTDUEL to rely on your UserID and password to identify you when you use the Online Service, and as signature authorization for any payment made using the Online Service.
- (d) **SECURITY.** STUDENTDUEL is committed to protecting the security and confidentiality of information about you and your Account and User Account. STUDENTDUEL uses, and may in the future use, several different security methods to protect your Account and User Account information.
- (e) **ELECTRONIC COMMUNICATION.**
- (ii) **Email and Online Message Center.** When you enroll in the Online Service, you must designate a primary email address that will be used for receiving electronic communication. To the extent that STUDENTDUEL maintains an online message center now or in the future, such exchange of communications shall be considered an electronic communication and may be utilized by STUDENTDUEL for providing you notices pursuant to these Terms, as required by Applicable Law (as permitted) or generally regarding your Account(s) with STUDENTDUEL. STUDENTDUEL will NEVER send you email requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from STUDENTDUEL, do not respond to the email and notify STUDENTDUEL by using the "contact us" feature.
- (ii) **Usage of Electronic Communication.** By your enrollment in the Online Service, you agree to receive these Terms and any disclosures or notices required by Applicable Law and all other communications electronically to the email address you designate in your account profile. You also agree that STUDENTDUEL may respond to any communication you send to STUDENTDUEL with an electronic communication, regardless of whether your original communication with STUDENTDUEL was an electronic communication. Any electronic communication STUDENTDUEL sends to you will be considered received within 5 calendar days of the date such communication is sent by computer servers utilized by STUDENTDUEL to the email address you designate in your

account profile or posted to STUDENTDUEL's online message center (if applicable). To the extent permissible under Applicable Law, any electronic communication you send to STUDENTDUEL will not be effective until STUDENTDUEL has had a reasonable opportunity to act on the electronic communication. You should not rely on electronic communication if you need to communicate with STUDENTDUEL immediately and, in no event, should your sole method of communication with STUDENTDUEL regarding any emergency be by electronic communication. STUDENTDUEL may require you to provide written confirmation of any verbal or electronic notice of alleged error by STUDENTDUEL.

7. **DISCLAIMERS.**

- (a) **NO WARRANTIES; INDEMNIFICATION.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK. THE APP, THE ONLINE SERVICE AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. STUDENTDUEL PROVIDES THE WEB SITE AND THE ONLINE SERVICE ON A COMMERCIALY REASONABLE BASIS AND STUDENTDUEL MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEB SITE, THE ONLINE SERVICE, THE CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEB SITE ARE OR SHALL REMAIN UNINTERRUPTED OR ERROR-FREE, THE CONTENT SHALL BE NON-INFRINGEMENT ON ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, THAT DEFECTS SHALL BE CORRECTED, THAT THE WEB PAGES ON THE WEB SITE, THE ONLINE SERVICE, ANY ELECTRONIC COMMUNICATION OR THE SERVERS USED IN CONNECTION WITH THE WEB SITE ARE OR SHALL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PERSON USING THE WEB SITE WILL BE THE PERSON THAT HE OR SHE REPRESENTS HIMSELF OR HERSELF TO BE. STUDENTDUEL DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEB SITE AND/OR THE ONLINE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT STUDENTDUEL SHALL HAVE ADEQUATE CAPACITY FOR THE WEB SITE AND/OR THE ONLINE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.
- (b) **INDEMNIFICATION.** You agree to defend, indemnify and hold STUDENTDUEL and its affiliates, subsidiaries, owners, directors, officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by STUDENTDUEL, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties; and/or (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right.

8. **LIMITATION OF LIABILITY.** STUDENTDUEL'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE APP, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE SHALL BE THE CANCELLATION OF YOUR USER ACCOUNT WITH STUDENTDUEL. IN NO EVENT WILL STUDENTDUEL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APP AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE APP, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APP, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE, INCLUDING, BUT NOT LIMITED TO, (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEB SITE, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR COMPUTER SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEB SITE, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE,

AND/OR (E) ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS THAT MAY BE TRANSMITTED TO OR THROUGH THE WEB SITE, THE ONLINE SERVICE AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEB SITE BY ANY THIRD PARTY OR FOR ANY LOSS OR DAMAGE OF ANY KIND. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS STUDENTDUEL'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9. **PRIVACY.** Personal data that you provide regarding yourself will be handled in accordance with STUDENTDUEL's Privacy Policy.

10. **THIRD PARTY CONTENT.**

(a) STUDENTDUEL may provide hyperlinks to other web sites maintained by third parties, or STUDENTDUEL may provide third party content on the APP. THE LINKS TO THIRD PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEB SITE IS NOT UNDER STUDENTDUEL'S CONTROL AND STUDENTDUEL IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEB SITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEB SITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEB SITES LINKED TO THE WEB SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

11. **COPYRIGHT AND TRADEMARKS.** The trademarks, service marks and logos used and displayed on the Web Site are STUDENTDUEL's, or its subsidiaries' or affiliates', registered and unregistered trademarks. STUDENTDUEL is the copyright owner or authorized licensee of all text and all graphics contained on the Web Site. All trademarks and service marks of STUDENTDUEL that may be referred to on the APP are the property of STUDENTDUEL. Other parties' trademarks and service marks that may be referred to on the Web Site are the property of their respective owners. Nothing on the Web Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of STUDENTDUEL's trademarks or service marks without STUDENTDUEL's prior written permission. STUDENTDUEL aggressively enforces its intellectual property rights. Neither the name of STUDENTDUEL nor any of STUDENTDUEL other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Web Site or otherwise, without STUDENTDUEL's prior written permission. If you believe that any Content on the Web Site violates any intellectual property right of yours, please contact STUDENTDUEL at the address, email address or telephone number set forth at the bottom of these Terms.

12. **LOCAL LAWS.** STUDENTDUEL makes no representation that content or materials in the Web Site are appropriate or available for use in jurisdictions outside the United States. Access to the Web Site from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. STUDENTDUEL is not responsible for any violation of law. You may not use or export the Content or materials in the Web Site in violation of U.S. export laws and regulations. You agree that the Web Site, these Terms and the Online Service shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of the state where STUDENTDUEL maintains your Account, or, if STUDENTDUEL transfers your Account to another location, where STUDENTDUEL currently maintains your Account. The Web Site and the Online Service shall be deemed a passive website and service that does not give rise to personal jurisdiction over STUDENTDUEL, either specific or general, in jurisdictions other than the states covered by the preceding sentence. You agree and hereby submit to the exclusive personal jurisdiction of the state and federal courts located where STUDENTDUEL maintains your Account, or, if STUDENTDUEL transfers your Account to another location, where STUDENTDUEL currently maintains your Account. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

10. **AVAILABILITY.** Information that STUDENTDUEL publishes in the app may contain references or cross-references to products, programs or services of STUDENTDUEL that are not necessarily announced or available in your area. Such references do not mean that STUDENTDUEL will announce any of those

products, programs or services in your area at any time in the future. You should contact STUDENTDUEL for information regarding the products, programs and services that may be available to you, if any.

11. **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Site with his or her UserID and password. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities hereunder to any third party. Any such attempted assignment or delegation will not be recognized by STUDENTDUEL unless acknowledged by STUDENTDUEL in writing. STUDENTDUEL has no obligation to provide you with written acknowledgment. STUDENTDUEL may, at any time and in its sole discretion, assign these Terms, in whole or in part, or delegate any of our rights and responsibilities under these Terms to any third party or entity.
12. **TERMINATION OF SERVICE.** We may terminate your User Account or right to access secured portions of the app at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the app, to STUDENTDUEL, to the business of the app's Internet service provider, or to other information providers.
13. **CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback through the Web Site. By submitting information through the Web Site, you agree that the information submitted shall be subject to the STUDENTDUEL Web Site Privacy Policy.
14. **CLASS ACTION WAIVER and ARBITRATION.** You agree that any dispute arising out of the use of the app shall be brought only in your capacity as an individual, and no claims may be brought as a class. All disputes shall be submitted to binding arbitration in Philadelphia, PA before a board of three neutral arbitrators. The arbitration and rules shall be according to the American Arbitration Association (AAA). In no event shall the arbitrators award punitive damages.
15. **MISCELLANEOUS.** If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and STUDENTDUEL's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms and the STUDENTDUEL Web Site Privacy Policy are the entire agreement between you and STUDENTDUEL with respect to your use of the Web Site and the Online Service, and supersede any and all prior communications and prior agreements, whether written or oral, between you and STUDENTDUEL regarding the Web Site and the Online Service.

Your Consent To This Agreement

By accessing and using the Web Site, you consent to and agree to be bound by the terms of the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on the web page so that you will always be able to understand the terms and conditions that apply to your use of the Web Site and/or the Online Service. Your use of the Web Site and/or the Online Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

If you have additional questions or comments of any kind, or if you see anything on the Web Site that you think is inappropriate, please let us know by sending your comments to:

STUDENTDUEL

StudentDuel Game App LLC

contact@studentduel.net

EFFECTIVE AS OF: November 19, 2018

LAST UPDATED: April 3, 2019

EXHIBIT A

Rules for StudentDuel

GAME APP CONTEST RULES

Choose a category out of Education, Entertainment, Music, Sports, or All Categories for questions chosen randomly from all categories. Once a category is selected a list of open tournaments will be displayed. Each tournament shows the amount to enter, the highest win amount, and the current number of players.

If a tournament is selected, more details about prizes will be shown along with the current players and their scores. To join the game, select the join button at the bottom and the page will redirect to payment options. Currently, payments can be made using PayPal or credit/debit cards. After successfully paying to join the tournament, the game will begin. Multiple entries are allowed but only your highest score will be saved. Free Play is also an option. Choose a category and click on "Play Free Game" to start a free game. For free games there will be 2 minutes (120 seconds) to answer as many questions as possible. For paid games there will be 4 minutes (240 seconds) to answer questions.

Each correctly answered question adds 50 points to your score. Additional points are awarded based on the time spent answering the question as determined by an algorithm. To see place in tournament and wins check in play history under profile."