

USER AGREEMENT FOR ARBITERPAY USERS

This User Agreement (“Agreement”) is a contract between you and ArbiterPay. This Agreement governs your use of the ArbiterPay Services, your Account and the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the ArbiterPay Services, your Account and the Website. If you are subscribing to the ArbiterPay Services on behalf of any business or other entity, then (i) you represent and warrant that you are duly authorized by such entity to enter into this Agreement on such entity’s behalf, and (ii) the terms “you” and “your” will also refer to the entity that you represent and to any person using the ArbiterPay Services on behalf of such entity.

This is an important legal document that you must consider carefully when choosing whether to use the ArbiterPay Services, your Account and the Website. Please be advised: This Agreement contains provisions that govern how legal claims that you may have against ArbiterPay are resolved (See section 34, “Disputes with ArbiterPay,” below). Those dispute resolution provisions contain an agreement to arbitrate, which will require you to submit certain claims you have against us to binding and final arbitration.

BY CLICKING “I AGREE” BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE ARBITERPAY SERVICES.

This Agreement contains 40 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided such definitions in section 40.

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1. Purpose. This Agreement will allow you to establish an Account with ArbiterPay and to receive Payments from the ArbiterPay Payors for whom you have performed services.

2. Establishing Your Account. You must establish an Account on the Website in order to receive Payments using the ArbiterPay Services. Positive balances shown in your Account on the

Website represent that portion of funds that have been identified by one or more ArbiterPay Payors as being payable to you. Notwithstanding the amounts shown in your Account, the actual funds represented by such amounts will at all times continue to be owned and held exclusively by the Trustee on behalf of the ArbiterPay Payors until actually paid to you in accordance with this Agreement. Your Account does not represent any actual funds on deposit with the Trustee for your benefit, and neither the Trustee nor ArbiterPay have any obligation with respect to the positive balances shown in your Account except ArbiterPay's obligation to the ArbiterPay Payors to follow their written instruction with respect to Payments of such funds. No Payment will be made by the Trustee until such time as ArbiterPay, as agent for an ArbiterPay Payor, directs the Trustee to make Payments using the Website and such Payments are requested by you using the Website.

3. Your Relationship with the Trustee. The Trustee is acting solely as trustee for the benefit of the ArbiterPay Payors. The Trustee is not a party to this Agreement and specifically disclaims any duty to you, whether as a depository, a fiduciary or otherwise. You specifically acknowledge and agree that funds deposited by the ArbiterPay Payors with the Trustee will be pooled and commingled with funds submitted by other ArbiterPay Payors and amounts due and owing to ArbiterPay as its fees.

4. Your Relationship with ArbiterPay. ArbiterPay is acting as the designated agent for the ArbiterPay Payors in connection with providing the ArbiterPay Services. ArbiterPay specifically disclaims any duty to you, whether as an agent, a depository, a fiduciary or otherwise, other than a contractual duty to perform the ArbiterPay Services in accordance with this Agreement. You hereby expressly authorize ArbiterPay to (i) perform the ArbiterPay Services; (ii) maintain records of your Account; (iii) authorize and direct the Trustee to disburse Payments to you in accordance with the data, instructions and directions entered by you on the Website; (iv) collect personal information necessary to establish your Account and to disclose such personal information to the Trustee and the applicable ArbiterPay Payors; and (v) take any other action that ArbiterPay deems necessary or desirable to carry out the transactions constituting the ArbiterPay Services, subject to the provisions of section 22 below. You agree that the data, instructions and directions entered by you on the Website may be relied upon by ArbiterPay, the Trustee and the ArbiterPay Payors without any review, investigation or verification. You hereby authorize the Trustee to follow the instructions of ArbiterPay (whether electronic, written or oral) and you agree that the Trustee may completely rely on such instructions of ArbiterPay without further investigation or authorization from you.

5. Relationship between the Trustee and ArbiterPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments, ArbiterPay will be acting as an agent for the Bank and the ArbiterPay Payors. ArbiterPay agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of ArbiterPay Payors, Users and customers, (ii) the acceptance of each ArbiterPay Payor and User as a customer of ArbiterPay, (iii) the confidentiality of ArbiterPay Payor, User and customer information; and (iv) all other functions related to the ArbiterPay's responsibilities under this Agreement. The Trustee will be solely responsible for ensuring compliance with all applicable federal and state laws relating to the transmitting of Payments and provide banking and trust services.

6. Registering ArbiterPay Users. ArbiterPay Users must register on the Website to receive Payments.

7. Payments. ArbiterPay Services may only be used to make Payments to ArbiterPay Users who agree to be bound by the terms of this Agreement. You must initiate and authorize all Payments from your Account. Thereafter, ArbiterPay will authorize the Trustee to transfer funds for Payments in accordance with the information and instructions on your Account, either by (i) electronic transfer (for example, an ACH transfer or a wire transfer) to your designated bank account; (ii) crediting your designated debit card account; or (iii) check to the address provided by you on your Account. In authorizing Payments, ArbiterPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instruction constitute your authorization to ArbiterPay to make the Payment to the accounts and/or addresses designated on your Account. ArbiterPay is entitled to rely solely on the information and instructions on your Account. You are responsible to keep such information and instructions current and accurate. The Trustee will not be obligated to make any Payments until sufficient funds therefor have been received by the Trustee from ArbiterPay Payors and corresponding amounts have been credited to your Account. You hereby authorize your financial institution shown on your Account to accept and to credit any Payments to your account at such financial institution.

8. Debit Cards. Each ArbiterPay User who enrolls for Payments to a debit card must have an individual FDIC-insured account with an independent bank or other financial institution and a debit card to access the funds in that account. There may be fees and charges associated with such debit cards, the details of which will be included in the enrollment material and cardholder agreement received with the debit card. ArbiterPay has no responsibility or liability with respect to the terms of your debit card or your cardholder agreement with the issuing bank or financial institution. Each ArbiterPay User acknowledges that any bank or other financial institution issuing such debit cards may pay all or a portion of such fees and charges to ArbiterPay. Each ArbiterPay User agrees that the issuing bank or financial institution is also authorized to pay all or a portion of any rebates and promotional revenues generated from the use of debits cards to ArbiterPay.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

10. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify ArbiterPay, by contacting the Customer Support Department at 801-576-9436, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized transactions or errors. **YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER ARBITERPAY NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS WHICH OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.**

11. Errors by ArbiterPay. If ArbiterPay makes a processing error, we will rectify the error. If the error results in a loss to you, ArbiterPay will credit your Account for the amount of the loss. You agree that in such case ArbiterPay assumes your rights against the recipient and third parties related to such error, and may pursue those rights directly or on your behalf, in ArbiterPay's discretion. In the event that ArbiterPay erroneously credits your Account or a Payment is invalidated for any reason, you hereby authorize ArbiterPay to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until ArbiterPay has received written notice from you of termination of such authorization in such time and such manner as to afford ArbiterPay reasonable opportunity to act upon it.

12. Fees. Currently, there is no enrollment cost or monthly cost charged by ArbiterPay or the Trustee to maintain your Account or to receive Payments. However, you acknowledge that ArbiterPay reserves the right to change its fee structure at any time. ArbiterPay does charge fees for certain transactions on your Account, for example, fees for check issuances, ACH returns, stop payment orders, account inactivity, and your providing incorrect tax identification information. You can review a schedule of fees charged by ArbiterPay to Users at <https://arbiterpay.com/pricing.html>. You are solely responsible for any fees charged directly by your financial institution associated with debit cards and electronic transfers (for example, ACH transfers and wire transfers) initiated through the Website. You will also be responsible for paying the cost associated with the issuance of any debit card. You hereby authorize ArbiterPay to deduct any such fees from any Payment sent to you.

13. No Interest on Accounts. You agree that you will not receive interest or other earnings on the positive balance shown on your Account. In addition to any other fees paid by you in connection with the ArbiterPay Services, you agree that in consideration for your use of the ArbiterPay Services, you irrevocably waive and/or assign to ArbiterPay any ownership right that you may have in any interest or earnings that may accrue on funds held by the Trustee. All funds held by the Trustee shall be invested as directed by ArbiterPay. You hereby acknowledge that such investments may not be deposits in or obligations of the Trustee.

14. Notices to You. You agree that ArbiterPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by regular U.S. mail, ArbiterPay will consider it to have been received by you three Business Days after it is sent.

15. Notices to ArbiterPay. Other than as set forth in section 34 below, all notices to ArbiterPay must be provided by mail sent to: ArbiterSports, LLC, 235 West Segoe Lily Drive, Suite 200, Sandy, Utah 84070. Such notices will be effective when actually received by ArbiterPay. No oral communications will be effective to provide notice to ArbiterPay under this Agreement.

16. Identity Authentication. You authorize ArbiterPay and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, including requiring you to provide your date of birth, a taxpayer

identification number and other information that will allow them to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. They may also ask to see a copy of your driver's license or other identifying documents at any time. ArbiterPay reserves the right to close, suspend or limit access to your Account, the ArbiterPay Services and the Website in the event we or the Trustee are unable to obtain or verify this information.

17. Closing Your Account. You may close your Account at any time by sending a signed written request to: ArbiterSports, LLC, 235 West Sege Lily Drive, Suite 200, Sandy, Utah 84070. You must authorize Payment of your Account balance prior to closing your Account. ArbiterPay may close your Account if there has been no activity on your Account for one year.

18. Suspension; Termination. ArbiterPay may withhold Payments, or suspend or limit your access to the Website, your Account or the ArbiterPay Services, for so long as reasonably needed to protect against the risk of liability in the event ArbiterPay suspects you may have engaged in any of the restricted activities set forth in section 21 below, or you are in breach of this Agreement or any other agreement or policy you enter into with ArbiterPay or the Trustee, or for any other reason. ArbiterPay, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you. In addition, this Agreement will terminate at such time as you have closed your Account.

19. Taxes. You acknowledge that neither ArbiterPay nor the Trustee are responsible for determining whether taxes apply to your Payments, or for collecting, reporting or remitting any taxes arising from any Payments. You further acknowledge that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and that it is your responsibility to report and remit the correct tax to the appropriate tax authority with respect to such Payments. ArbiterPay will keep records of all Payments made to ArbiterPay Users. You agree and acknowledge that any 1099 tax form issued to you by ArbiterPay on behalf of, and at the direction of, any ArbiterPay Payors will be issued electronically. You authorize ArbiterPay to use the information you provide on your Account as a substitute for IRS form W-9. **You specifically certify, under penalty of perjury, that (i) ArbiterPay has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; (iii) you are a U.S. person (including a U.S. resident alien); and (iv) you are not subject to backup withholding because (a) you are exempt from backup withholding, (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividend income, or (c) the IRS has notified you that you are no longer subject to backup withholding.** IF YOU SUPPLY AN INCORRECT OR FALSE TAXPAYER IDENTIFICATION NUMBER OR MAKE ANY OTHER FALSE STATEMENT RELATED TO YOUR TAX STATUS, ARBITERPAY IS AUTHORIZED TO DEDUCT A PENALTY NOT TO EXCEED \$100 FROM YOUR ACCOUNT, AND, IN ADDITION, YOU MAY BE SUBJECT TO A \$500 CIVIL PENALTY BY THE IRS. WILFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS REGARDING YOUR TAXPAYER IDENTIFICATION NUMBER MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

20. Intellectual Property. “ArbiterPay.com,” “RefPay.com,” “ArbiterSports.com,” “ArbiterPay” and all logos, products and services related to the Website or the ArbiterPay Services are either trademarks or registered trademarks of ArbiterPay or its licensors. You may not copy, imitate or use them without ArbiterPay’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ArbiterPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website, any content thereon, the ArbiterPay Services, any content or technology related to the ArbiterPay Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of ArbiterPay and its licensors.

21. Restricted Activities. In connection with your use of the Website, your Account and the ArbiterPay Services, or in the course of your interactions with ArbiterPay, the Trustee, ArbiterPay Payors, ArbiterPay Users or third parties, you agree that you will not:

- a. breach this Agreement or any other agreement or policy that you have entered into with ArbiterPay or the Trustee;
- b. violate any law, statute, ordinance, or regulation;
- c. infringe on ArbiterPay’s or any third party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. act in a manner that is defamatory, trade libelous, threatening or harassing;
- e. provide false, inaccurate or misleading information;
- f. send or receive fraudulent funds;
- g. disclose or distribute another ArbiterPay Payor’s or ArbiterPay User’s information to a third party or use such information for marketing purposes or to contact such ArbiterPay Payor or ArbiterPay User without their prior consent;
- h. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information with respect to the Website, your Account or the ArbiterPay Services;
- i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display or frame any content obtained from the Website or the ArbiterPay Services without our or any applicable third party’s prior written consent;
- j. allow your use of the Website, your Account or the ArbiterPay Services to create a risk of non-compliance by ArbiterPay with any applicable anti-money-laundering, counter-terrorism or similar laws and regulatory obligations;
- k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or

1. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of ArbiterPay, the Trustee and applicable ArbiterPay Payors.

In the event ArbiterPay, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect ArbiterPay, the Trustee, ArbiterPay Payors, other ArbiterPay Users and third parties, including without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, notifying the Trustee, ArbiterPay Payors, other ArbiterPay Users, third parties and law enforcement of your actions, instructing the Trustee to withhold the distribution of Payments to you to protect against the risk of liability, updating inaccurate information about you and/or refusing to provide ArbiterPay Services to you in the future.

22. Limitation on Duties of ArbiterPay. ArbiterPay's duties under this Agreement are limited to providing software, data management and website services and acting as agent for the ArbiterPay Payors and interacting with and instructing the Trustee. ArbiterPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require ArbiterPay to perform any action that would cause ArbiterPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers.

23. Amendment. ArbiterPay, after receiving the consent of the Trustee, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the "ArbiterPay Home" page of the Website. You specifically authorize ArbiterPay and the Trustee to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to such amendment.

24. Removal of Trustee. ArbiterPay may remove the Trustee as trustee for the ArbiterPay Payors at any time by giving 30 Days' written notice to the Trustee. Such removal will take effect immediately upon the earlier to occur of either (i) the appointment of a successor by ArbiterPay, or (ii) the expiration of the 30-Day notice period, whereupon all powers, rights and obligations of the removed Trustee under this Agreement shall cease and terminate. You may not remove or change the Trustee.

25. Resignation of Trustee. The Trustee may resign at any time upon giving 30 Days' prior written notice of such resignation to ArbiterPay. Such resignation will take effect upon the earlier to occur of either (i) the appointment of a successor by ArbiterPay, or (ii) the expiration of the 30-Day notice period, whereupon all powers, rights and obligations of the resigning Trustee under this Agreement shall cease and terminate. The Trustee may also resign effective immediately upon giving notice to ArbiterPay in the event that it is required under relevant regulation.

26. Limit on Liability. Neither ArbiterPay nor the Trustee shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document

reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. ArbiterPay and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, ArbiterPay and the Trustee may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and ArbiterPay and the Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL ARBITERPAY OR THE TRUSTEE, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE ARBITERPAY SERVICES, THE WEBSITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

27. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. The Trustee shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Trustee against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. The Trustee shall not be required to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. If an event of default under this Agreement shall occur, the Trustee shall be entitled to receive reasonable compensation for its additional responsibilities, and payment or reimbursement for its expenses.

28. Certain Duties and Responsibilities of the Trustee. The Trustee has undertaken to perform such duties and only such duties as set out in separate agreements between the Trustee, the ArbiterPay Payors and ArbiterPay, and no implied duties, covenants or obligations shall be read into this Agreement against the Trustee.

29. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless, ArbiterSports, LLC dba ArbiterPay and the Trustee, and their respective successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by ArbiterPay or the Trustee on or measured by any compensation received by ArbiterPay or the Trustee, respectively, for services provided hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against ArbiterPay or the Trustee, in any way relating to or arising out of your actions in connection with this Agreement, the enforcement of any of the terms hereof against you, your use of the Website, your Account and the ArbiterPay Services, and/or your violation of any law or the rights of any third party. You further agree that ArbiterPay may deduct from your Accounts any expenses incurred in collecting, reporting or remitting any taxes, garnishments, levies, or any other third party collections or payments with respect to any Payments to you.

30. Release of ArbiterPay and the Trustee. If you have a dispute with one or more ArbiterPay Payors, you release ArbiterSports, LLC dba ArbiterPay and the Trustee and their officers, affiliates, employees, agents and representatives from any and all liabilities, obligations, damages, penalties, claims, actions, expenses or disbursements (including without limitation reasonable attorneys' fees and court costs) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

31. Trust Agreement for Benefit of Certain Parties Only. The Trustee is an intended third party beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, ArbiterPay and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

32. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns. You may not transfer or assign any rights or obligations you have under this Agreement. ArbiterPay reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

33. Privacy. Protecting your privacy is very important to ArbiterPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

34. Disputes with ArbiterPay. If a dispute arises between you and ArbiterPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Any problems you may have regarding the Website, your Account or the ArbiterPay Services may be reported to the Customer Service Department by calling 801-576-9436 or by email to disputes@arbitersports.com. In the event ArbiterPay is unable to resolve your concerns, you agree that for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute through binding, non-appearance-based arbitration using the Better Business Bureau arbitration services. In the event of non-appearance-based arbitration, the alternative dispute resolution provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone or online; (ii) it shall be solely based on written submissions as chosen by the party initiating the arbitration; and (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. With respect to all arbitration proceedings between you and ArbiterPay, the award of the arbitrator shall be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section 34 does not apply to disputes between you and the Trustee, or between you and the ArbiterPay Payors.

35. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 34 above, you agree that any claim or dispute you may have against ArbiterPay or the Trustee must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah to litigate all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

36. No Waiver. ArbiterPay's or the Trustee's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

37. No Warranty. THE WEBSITE, THE ARBITERPAY SERVICES AND THE SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. ARBITERPAY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ArbiterPay does not guarantee continuous, uninterrupted or secure access to any part of the Website, your Account or the ArbiterPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. ArbiterPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but ArbiterPay makes no representations or warranties regarding the amount of time needed to complete processing because the ArbiterPay Services are dependent upon many factors outside of ArbiterPay's control, such as delays in the banking system or the U.S. or international mail service.

38. Complete Agreement. This Agreement, along with any other agreements or policies that you have entered into with ArbiterPay or the Trustee, sets forth the entire understanding between you on the one hand and ArbiterPay and the Trustee on the other hand with respect to the Website, your Account and the ArbiterPay Services. Sections 19, 20, 22, 26, 27, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39 and 40, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of ArbiterPay or the Trustee.

39. Effective Date. This Agreement is effective upon your clicking "I Agree" below. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU AND ARBITERPAY WITH RESPECT TO ALL PAST AND FUTURE ARBITERPAY SERVICES, AND WITH RESPECT TO ANY BALANCES SHOWN IN YOUR ACCOUNT, WHETHER SUCH BALANCES APPEARED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR BALANCES APPEARING AFTER THE EFFECTIVE DATE. THIS SECTION 39 IS AN ESSENTIAL CONDITION TO USING THE ARBITERPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

40. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your ArbiterPay account on the Website.
- c. "Agreement" means this agreement, including all subsequent amendments.
- d. "ArbiterPay," "we," "us" or "our" means ArbiterSports, LLC dba ArbiterPay and its subsidiaries and affiliates or an agent acting on their behalf.

- e. “ArbiterPay Payor” means any person or entity using the ArbiterPay Services to make Payments to ArbiterPay Users by depositing funds with the Trustee.
- f. “ArbiterPay Services” means all services and related products, features, technologies and other functionalities provided or made available by ArbiterSports, LLC dba ArbiterPay and its affiliates through the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- g. “ArbiterPay User” means you and any other person or entity using the ArbiterPay Services to receive Payments from ArbiterPay Payors.
- h. “Business Days” means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- i. “Days” means calendar days.
- j. “Payment” or “Payments” means payment by ArbiterPay Payors to ArbiterPay Users using the ArbiterPay Services and related products or services provided by or made available by ArbiterPay.
- k. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- l. “Trust Account” means the trust account maintained by the Trustee for the benefit of the ArbiterPay Payors.
- m. “Trustee” means the financial institution selected by ArbiterPay from time to time to act as the trustee on behalf of the ArbiterPay Payors.
- n. “Website” means, as applicable, ArbiterPay.com, ArbiterSports.com and/or RefPay.com and any related mobile site, and includes access portals to the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- o. “You” or “your” means you and any other ArbiterPay User using the ArbiterPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”