

IMPORTANT LEGAL NOTICE REGARDING TERMS OF USE OF SPADA

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING SPADA, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

USER AGREEMENT

Spada owns and operates the Website and Mobile Application ("App") that links to these Terms of Use. We are pleased to offer you access to our Website and the ability to participate in our Augmented Reality Adventure Platform contests of skill as well as other content, products, services, and promotions (collectively the "Services") that we may provide from our Website and App. subject to these Terms of Use (the "Terms of Use", or "Terms"), our privacy policy (the "Privacy Policy") and the Official Rules and Regulations for the applicable contests and promotions (the "Rules" or "Rules and Scoring," and together with the Terms of Use and the Privacy Policy, the "Agreements").

CONSIDERATION

You agree to these Terms of Use by accessing or using the Website and/or App, registering for Services offered on the Website, or by accepting, uploading, submitting or downloading any information or content from or to the Website. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE WEBSITE OR APP. These Terms of Use constitute a legal agreement between you and Spada, and shall apply to your use of the Website and the Services even after termination.

ELIGIBILITY

You must be at least eighteen (18) years of age to open an account, participate in contests, or win prizes offered by the Website or App. For minors under the age of (18) years, an account may be created with the consent of a parent or legal guardian. The parent or legal guardian creating the account is solely responsible for all action by the minor in relation to the Website, App and any contests participated in. In jurisdictions, territories, and locations where the minimum age for permissible use of the Website is greater than eighteen (18) years old, you must meet the age requirement in your local jurisdiction or territory.

You may establish only one account per person to participate in the Services offered on the Website. In the event Spada discovers that you have opened more than one account per person, in addition to any other rights that Spada may have, Spada reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes. You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms of Use to allow any other person to use your account to participate in any contest. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

"Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address for registration on the Website. By inputting a payment method to participate in real money contests, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account used to purchase goods or Services from Spada. It shall be a violation of these Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

If any purchase for a Contest is charged back any winnings generated from Spada contests shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial deposit will be invalidated, forfeited and deducted from the Account balance. Spada reserves the right to close your account – without notice – shall a purchase be charged back.

Spada employees (“Employees”) and Immediate Family Members (an “Immediate Family Member” means any domestic partner and relative of the employee who resident at an employee’s residence, including but not limited to parents, grandparents, in-laws, children, siblings, and spouses) are not permitted to play in any public contests for prizes hosted on the Website or App; provided, however, Employees and Immediate Family Members are permitted to play in the following contests on the Website: Spada-sponsored Private Contest, Private Contests for cash, or Private Contests for prizes other than cash. A “Private Contest” is one that is not listed in the website public domain, and is hosted by another Employee, relative, or friend of the Employee or Immediate Family Member participating.

CONTEST ENTRY

Users will be able to visit the Website and/or App to view the games available for entry (the "Contests"). Each individual Contest that is not free to enter has an entry fee listed in US dollars. When you select to participate in a Contest and complete the entry process, the listed amount of US dollars must be paid by you or will be debited from your Spada account if you have a sufficient account balance from winnings.

REFUND POLICY

Purchases or deposits made on our Website and/or App will appear on your statement as SPADA. All payments are final. No refunds will be issued. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the account was registered.

CONDITIONS OF PARTICIPATION

By entering a Contest, entrants agree to be bound by these conditions, Contest Rules and the decisions of Spada, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any entrant from a Contest, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct or otherwise utilizes any information the Company deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other entrants. These Terms prohibit entering a Contest if the entrant is:

- Except as otherwise stated in the Eligibility section above, an Employee of the Company or an immediate family member of such employee;
- Accessing or has had access to any pre-release, confidential information or other information that is not available to all other entrants of a Contest and that provides the entrant an advantage in such a Contest;
- An employee of a sponsor, consultant, or supplier of the Company or any other daily fantasy sports contest provider that has access to Pre-Release Data or otherwise receives an advantage in the entrant’s participation in a Contest;
- Any person prohibited from participating pursuant to court order;
- Any entrant who has knowingly received Pre-Release Data or any other non-public information that provides an advantage in a Contest from any person who is prohibited from entering a Contest as provided in these Terms.

In addition, conduct that would be deemed improper also includes, but is not limited to:

- Falsifying personal information required to enter a Contest or claim a prize;

- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Contest or claim a prize;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of Contest Rules or the Terms of Use;
- Any type of bonus abuse, abuse of the refer-a-friend program, or abuse of any other offers or promotions;
- Tampering with the administration of a Contest or trying to in any way tamper with the computer programs or any security measure associated with a Contest;
- Obtaining other entrants information and spamming other entrants; or
- Violating any local law during game-play (including, but not limited to, trespassing, speeding, threatening or assaulting others, tampering with or destruction of private property)
- Abusing the Website in any way.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent Spada from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Contest or accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless Spada, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Contest, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. Spada may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any payout.

Spada is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Contest), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a Contest; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

Spada is not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with the Terms of Use or applicable Contest rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Spada corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, the Company reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS

AND SHOULD SUCH AN ATTEMPT BE MADE, SPADA RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries become the property of Spada and will not be acknowledged or returned.

To be eligible to enter any contest or receive any prize, the Authorized Account Holder may be required to provide Spada with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, Spada will, in its sole and absolute discretion, utilize certain information collected by Spada to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Contest must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Where legal, both entrants and winner consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any Contest or the Website. Winners agree that from the date of notification by Spada of their status as a potential winner and continuing until such time when Spada informs them that they no longer need to do so that they will make themselves available to Spada for publicity, advertising, and promotion activities.

Spada reserves the right to move entrants from the Contests they have entered to substantially similar Contests in certain situations determined by Spada in its sole discretion.

CONTEST PRIZES AND PROMOTIONS

Prizes will only be awarded if a Contest is run. We reserve the right to cancel Contests at any time. In the event of a cancellation, all entry fees will be refunded to the customer except as specifically provided in these Terms of Use.

Guaranteed prizes are offered in connection with some of the Contests offered by the Website. Each Contest or promotion is governed by its own set of official rules. We encourage you to read such Contest and promotions Rules before participating.

CONTEST OF SKILL

Contests offered on the Website and App are contests of skill. Winners are determined by the objective criteria described in the Contest Rules, and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skill and knowledge of relevant information to capture all tokens and complete the hunt by capturing the final prize. The Website and Contests may not be used for any form of illicit gambling.

CONTEST RESULTS

Contest results and prize calculations are based on the final number of entrants, the completion of each individual Contest, and verification by Spada that the Contest winner has not violated any law or rule in conjunction therewith. Once Contest results are reviewed and verified prizes are awarded. To the extent the winner is disqualified due to a violation of Contest Rules or these Terms of Use, the grand prize may be awarded to the next highest finisher at Spada's sole discretion.

Further, Spada may, in its sole and absolute discretion, invalidate any contest result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

PRIZES

At the conclusion of each Contest, prizes will be awarded within two (2) business days, except in circumstances where technical failure, inability of the Company to verify your compliance with these Terms, or other reasons prevent such timely payout. Contest prizes are listed. Prizes won are added to the winning participants account balance. In the event of a tie, prizes are divided evenly amongst the participants that have tied.

Contest prize payouts will be published with the creation of each new contest. Spada reserves the right, in its sole discretion, to cancel or suspend the contests (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the contest (or any portion thereof) warrant doing so. Notification of such changes may be provided by Spada to its customers but will not be required.

PAYMENT AND WITHDRAWAL OF PRIZES

Winners are posted on the Website.

Before making any payment, Spada may require that an entrant complete and execute an affidavit of eligibility in which, among other things, the entrant is required to represent and warrant that the entrant is eligible to participate in a Contest, is otherwise in compliance with this Agreement and, potentially, is required to provide documentation or proof of eligibility and compliance. If Spada requests that an entrant complete and execute such an affidavit and the entrant fails to do so within thirty (30) days, or Spada otherwise determines that the entrant does not meet the eligibility requirements or is not in compliance with these Terms, Spada reserves the right to terminate the entrant's account and withhold or revoke the awarding of any prizes associated with such account. In such a situation, Spada may pay out any withheld or revoked prizes to the other entrants in the relevant contest in a manner consistent with the Rules of the Contest.

Entrants may withdraw their cash prize awards as well as cash deposits by using the "Withdrawal" option in the Profile section of the Website. Entrants may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a Driver's License, Proof of Residence, and/or any information relating to payment/deposit accounts as reasonably requested by Spada in order to complete the withdrawal of prizes. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms of Use in any manner.

Checks for withdrawal requests are processed within 14 business days, and are sent via U.S. Mail. Promotional deposits, credits, and other bonuses may not be withdrawn from a Spada account unless appropriate terms of the promotion are achieved first by the user.

All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, Spada reserves the right in its sole discretion to determine whether or not to award such prizes.

No substitution or transfer of prize is permitted, except that Spada reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

Any withdrawal requests, after approved by Spada, will be credited back to the same credit card or method of payment used to deposit funds on the Website. Spada will only release withdrawals to a different credit card or other payment method other than that which was used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the credit card(s) or payment method(s) used for the deposit(s).

UNAUTHORIZED WITHDRAWAL AND MONETARY DISPUTES

Spada, Inc. will take appropriate steps to prevent unauthorized withdrawals from consumer accounts. Users are subject to an automated verification process provided whenever a user attempts to withdraw funds. This process asks a series of at least four multiple choice questions about the person's life, such as known relatives, previous addresses, and to enter their last 4 digits of their Tax ID or Social Security Number. In the event of a dispute as to the identity of a customer, Spada, Inc. can and does require its users to produce a copy of their driver's license, credit cards, utility bills or passport for identity verification. If a customer cannot validate their identity and account, Spada, Inc. will not release the funds from the account. Once per month, Spada, Inc. shall reconcile all liabilities owed to users and the sum of funds or credits in the Segregated Account, the PayPal Account, and credits due to Spada from credit card processors as of the end date of the immediately preceding month.

Players who believe that funds held by or their accounts with Spada have been misallocated, compromised or otherwise mishandled, may register a complaint with Spada online by e-mailing support@spadahunts.com. Spada Inc. shall use its best efforts to respond to such complaints within ten (10) days. If Spada determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons therefore. If more information is required for Spada Inc. to process the complaint, the response will note the form and nature of the necessary additional information needed.

A player can request to withdrawal of their winnings from their account at any time after the winnings are posted thereto. Requests for withdrawal will be honored by the later of five business days or ten business days of submission of any tax reporting paperwork required by law, unless Spada believes in good faith that the player engaged in either fraudulent conduct or other conduct that would put Spada in violation of any Federal or State law. Players can also permanently close their account at any time for any reason through the Spada customer service department.

ACCOUNT TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, Spada may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the Spada Website. Spada may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

DISCLAIMER OF WARRANTIES

THE WEBSITE AND APP, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE WEBSITE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE; (D) THE MESSAGES AND INFORMATION SENT FROM THE WEBSITE BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, ANY OF THE WEBSITES' FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES.

YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEBSITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THE COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE WEBSITE, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE WEBSITE OR APP; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITE OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, YOU HEREBY AGREE TO NOT MAKE ANY SUCH ARGUMENTS OR CLAIMS REGARDLESS OF OUR ABILITY TO WAIVE SUCH. ANY CLAIMS MADE IN DEROGATION HEREOF SHALL BE NULL AND VOID. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEBSITE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY THE COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY WEBSITE OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE AND APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT

APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

INTELLECTUAL PROPERTY RIGHTS

The content on the Website and App, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to Spada, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Spada reserves all rights not expressly granted in and to the Website and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

Some of the Services may allow you to submit or transmit audio, video, text, or other materials (collectively, "User Submissions") to or through the Services. When you provide User Submissions, you grant to Spada, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

In addition, you agree that any User Submissions you submit shall not contain any material that is, in the sole and absolute discretion of Spada, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, "Prohibited Content"). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to Spada, may result in account suspension or termination.

We respect your ownership of User Submissions. If you owned a User Submission before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in the Terms of Use and any access granted to others. If you delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If your User Submission is shared with third parties, those third parties may have retained copies of your User Submissions. In addition, if we made use of your User Submission before you deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after you delete the User Submission. Terminating your account on a Service will not automatically delete your User Submissions.

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You represent and warrant that you have all rights necessary to grant to Spada the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

ARBITRATION, CONSENT TO JURISDICTION IN GEORGIA, ATTORNEY'S FEES

Any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website (including all commercial transactions conducted through the Website) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be settled by binding arbitration before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for Consumer-Related Disputes, where applicable. In agreeing to arbitrate all Claims, you and Spada waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in Fulton County, Georgia, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. This arbitration provision shall survive termination of this Agreement. Subject to the limitations set forth below, the arbitrator shall have authority to award legal and equitable relief available in the courts of the State of Georgia, provided that:

The arbitrator shall not have authority to award punitive damages; and

Any and all claims shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. You and Spada agree that the arbitrator shall have no authority to arbitrate any Claim as a class action or in any other form other than on an individual basis.

For any Claims that are not subject to arbitration: (a) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within Fulton County, Georgia (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) you and Spada waive any and all rights to trial by jury with respect to any Claims.

In the event that either party initiates a proceeding involving any Claim other than an arbitration in accordance with this Section, or initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this Agreement to arbitrate and the Forum to which the parties have herein agreed.

MISCELLANEOUS

These Terms of Use shall be governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. Any claim or dispute between you and Spada that arises in whole or in part from the Terms of Use, the Website or any Contest shall be decided exclusively by a court of competent jurisdiction located in Fulton County, Georgia.

Nothing in the Terms of Use shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Contest on the Website, you agree to indemnify, protect, defend and hold harmless Spada, its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "Spada Entities"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with your use of the Website and/or App, any payment methods used, any funding of your account, and/or your participation in any Contest. The Website may contain links to third party websites that are not owned or controlled by Spada. Spada has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Spada will not and cannot censor or edit

the content of any third-party site. By using the Website, you expressly relieve Spada from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Spada.

Third-party online publishers that refer users to the Spada website shall not be responsible or liable for the Spada website or any of the content, software, or functions made available on, or accessed through, or sent from, the Spada website.

If any provision of these Terms of Use 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 of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Spada's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Spada reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after we change the Terms of Use, you accept all changes. The failure of Spada to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

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MOBILE APPLICATION

These Terms of Use shall also apply to the use of the Spada Mobile Application. These Terms of Use are intended to be in addition to the End User License Agreement for the Mobile Application, and to the extent any of these Terms of Use conflict with the End User License Agreement, these Terms of Use shall be deemed to apply and the conflicting provision in the End User License Agreement shall not be applicable. Any reference to the Website in these Terms of Use shall also be deemed to include the Mobile Application.