**Terms of Service**

Last updated May \_\_, 2020

Welcome to AJ’s Bets! AJ’s Action-Packed Sports Bets (“**AJ’s Bets**”) provides its website located at <https://www.ajsactionpackedsportsbets.com>(the “**Site**”). The Site and our Mixed Martial Arts (“**MMA**”) and other sports betting breakdowns, consulting services and related products and services are collectively called the “**Services**.” Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of our Services.

**Agreement to Terms**

**Your access to and use of the Services is conditioned on your acceptance of and compliance with the Terms.** These Terms apply to all Services used by you and may be amended prospectively at any time. Such terms as are in effect at the time of your use of our Services shall continue to apply to such Services. These Terms apply to all visitors, users and others who access or use the Services. By signing up or otherwise using Services, you are entering into a binding contract with AJ’s Bets.

**Privacy Policy**

Please refer to **our Privacy Policy** linked to our Site, incorporated by reference herein and made a part of these Terms of Service, for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy. This Privacy Policy is intended to apply to all relevant applications and transactions as are defined in such Privacy Policy, including compliance with GDPR, CCPA and such other local, regional, national and international laws and policies as may be applicable. This Privacy Policy may be amended from time to time to ensure continuing compliance by us to protect and preserve your rights as applicable. For example, during the term of each subscription agreement hereunder, and each renewal, upon your written request, effective within 90 days following termination or expiration of your subscription, AJ’s Bets will discontinue all records regarding your personal information, as required by CCPA.

**Changes to Terms or Services**

We may modify the Terms at any time, in our sole discretion. If we make material changes to the Terms, we will let you know either by posting the modified Terms on the Site or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you may terminate your Account with AJ’s Bets and you may not use the Services anymore. Because our Services are evolving, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion – see “**Service Limitations and Modifications**” below.

**Arbitration Notice**

Except for certain types of disputes described in the “Arbitration” section below, you agree that disputes between you and AJ’s Bets will be resolved by good faith best efforts of us both, and if unsuccessful, by binding, individual arbitration. You are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

**Who May Use the Services**

**Eligibility**

You may use the Services only if (i) you are 18 years or older, or 13 years or older and have your parent’s or guardian’s consent to the Terms and (ii) have the power to enter into a binding contract with us and are not barred from using the Services under applicable law. To make a purchase via the Services (described in the Section titled “Purchases” below), you must be 18 years or older and capable of forming a binding contract.

**Registration and Your Information**

If you want to use certain features of the Services, you will have to create an account (“**Account**”). You can do this via the Site. It is important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you do not, we might have to suspend or terminate your Account. You agree that you will not disclose your Account password to anyone, and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them unless you notify us as quickly as possible in writing.

**Using the Services**

Via the Services, users can select from a variety of subscriptions that entitle users to have access to AJ’s Bets MMA and other sports consulting services, MMA and other sports betting breakdowns generally (podcast and written) and DraftKings® breakdowns (podcast and written). You agree that you are using the Services for your own personal, non-commercial use and that you will not redistribute or transfer the Services.

You agree to abide by our Terms and not use the Services or any part thereof in any manner not expressly permitted by these Terms. Except for the rights expressly granted to you in these Terms, we grant no right, title or interest in the Services.

**Purchases**

**Fees**

Subject to the Privacy Policy linked to the Site, as it may be amended from time to time, AJ’s Bets offers the Services which you can purchase as a six-month or yearly subscription (“**Subscription**”). A description of features associated with Subscriptions is available via the Services. When you purchase a Subscription (each, a “Transaction”), we may ask you to supply additional information relevant to your Transaction, such as your credit card number, the expiration date of your credit card and your address(es) for billing and delivery (such information, “**Payment Information**”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. The amounts due and payable by you for a Transaction through the Services will be presented to you before you place your order. If you choose to initiate a Transaction via the Services, you authorize us to provide your Payment Information to third-party service providers so we can complete your Transaction and agree (a) to pay the applicable fees and any taxes; (b) that AJ’s Bets may charge your credit card or third party payment processing account for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your bank or other financial service providers may levy on you as well as any taxes or fees that may apply to your order. You will receive a confirmation email after we confirm the payment for your order. Your order is not binding on AJ’s Bets until accepted and confirmed by AJ Bet’s. All payments made are non-refundable and non-transferable except as expressly provided in these Terms.

If you have any concerns or objections regarding charges, you agree to raise them with us first, and you agree not to cancel or reject any credit card or third party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with AJ’s Bets. AJ’s Bets reserves the right to not process or to cancel your order in certain circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances AJ’s Bets deems appropriate in its sole discretion. AJ’s Bets also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your order. You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). AJ’s Bets will either not charge you or refund the charges for orders that we cancel or do not process.

All amounts are payable and charged **at the beginning of the subscription term** using the Payment Information you have provided. You will not receive a refund for the fees you already paid for your current Subscription period, and you will continue to receive the Services ordered until the end of your current Subscription period.

**Changes to Price Terms for Subscriptions**

AJ’s Bets reserves the right to change its pricing terms for Subscriptions at any time and AJ Bet’s will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for new Subscription after such changed pricing terms have been communicated.

**Future Functionality**

You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by AJ Bet’s regarding future functionality or features.

**Feedback**

**We welcome feedback, comments and, suggestions for improvements to the Services (“Feedback”).**

You can submit Feedback by emailing us at [ajsactionpackedsportsbets@gmail.com](mailto:ajsactionpackedsportsbets@gmail.com). You acknowledge that the Feedback is not confidential, and you authorize AJ’s Bets to use Feedback without restriction and without payment to you. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and that otherwise exploit the Feedback for any purpose. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any Feedback and your right to object to derogatory treatment of such Feedback.

**Content and Content Rights Is For purposes of these Terms**,

(i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services, including MMA and other sports betting breakdowns; and (ii) “User Content” means any Content that users (including you) provide to be made available through the Services, including Feedback. Content includes without limitation User Content.

**Content Ownership**

Aside from the rights specifically granted below, AJ’s Bets does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, AJ’s Bets and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

**Rights in User Content Granted by You**

By making any User Content available through Services you hereby grant to AJ’s Bets a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and other users. You agree that, with respect to any User Content you post on the Site, if applicable, (i) you own or have the right to post such User Content and (ii) such User Content, or its use by AJ’s Bets as contemplated by the Terms, doe not violate the Terms or any other rights set forth under applicable law or the intellectual property, publicity, personality or other rights of others or imply any affiliation with or endorsement of you or your User Content by AJ’s Bets without the express written consent from AJ’s Bets.

AJ’s Bets may, but has no obligation to, monitor, review or edit User Content. In all cases, AJ’s Bets reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in AJ’s Bets’ sole discretion, violates the Terms. AJ’s Bets may take actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion.

You are solely responsible for all User Content that you post if posting is allowed. AJ’s Bets is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST AJ’S BETS RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD AJ’S BETS HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

**Rights in Content Granted by AJ’s Bets**

Subject to your compliance with these Terms, AJ’s Bets grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy and display the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

**Prohibitions**

You agree not to do any of the following:

* Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity, or (vii) promotes illegal or harmful activities or substances;
* Use, display, mirror or frame the Services, or any individual element within the Services, AJ’s Bets name, any AJ’s Bets trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without AJ’s Bets’ express written consent;
* Access, tamper with, or use non-public areas of the Services, AJ’s Bets’ computer systems, or the technical delivery systems of AJ’s Bets’ providers;
* Attempt to probe, scan, or test the vulnerability of any AJ’s Bets system or network or breach any security or authentication measures;
* Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by AJ’s Bets or any of AJ’s Bets’ providers or any other third party (including another user) to protect the Services;
* Attempt to access or search the Services or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by AJ’s Bets or other generally available third party web browsers;
* Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other forms of solicitation;
* Use any meta tags or other hidden text or metadata utilizing an AJ’s Bets trademark, logo URL or product name without AJ’s Bets express written consent;
* Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms, including by selling, renting, sublicensing or leasing of any part of the Service or the Content;
* Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
* Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
* Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
* Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
* Impersonate or misrepresent your affiliation with any person or entity;
* Violate any applicable law or regulation circumventing or blocking advertisements in the Service, or creating or distributing tools designed to block advertisements in the Service; or
* Encourage or enable any other individual to do any of the foregoing.

Although we’re not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so to operate the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**Links to Third-Party Websites or Resources**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and you acknowledge that we have no control over and are not responsible for the content, products or services on or available from or through those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources and you further acknowledge and agree that AJ’s Bets shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on or through any such websites.

**Termination**

We may terminate or suspend your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at [ajsactionpackedsportsbets@gmail.com](mailto:ajsactionpackedsportsbets@gmail.com). If you or AJ’s Bets terminate your access to the Services or your Account, or if AJ’s Bets suspends your access to the Services, you agree that AJ’s Bets shall have no liability or responsibility to you, and AJ’s Bets will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

**Service Limitations and Modifications**

AJ’s Bets will make reasonable efforts to keep the Service operational. However, certain technical difficulties, maintenance or testing, or updated required to reflect changes in relevant laws and regulatory requirements may, from time to time, result in temporary interruptions. AJ’s Bets reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification or discontinuation of the Services or any function or feature thereof. You understand, agree and accept that AJ’s Bets will make reasonable efforts, although it has no obligation, to maintain, support, upgrade or update the Services, or to provide all or any specific content through the Services. AJ’s Bets and/or the owners of any Content may, from time to time, remove any such Content without notice. This section will be enforced to the extent permissible by applicable law.

**Warranty Disclaimers**

**The Services and Content are provided “as is,” without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, any warranties arising out of course of dealing or usage of trade or any warranties regarding successful betting breakdowns.**

**We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.**

**AJ’s Bets does not warrant that the Services are free of malware or other harmful components. In addition, AJ’s Bets makes no representation nor does it warrant, endorse, guarantee or assume responsibility for any third party applications (or the content thereof), User Content, devices or any other product or service advertised, promoted or offered by a third party on or through the Services or any hyperlinked website, or featured in any banner or other advertising and AJ’s Bets is not responsible or liable for any transaction between you and third party providers of the foregoing. No advice or information, whether or al or in writing, obtained by you from AJ’s Bets shall create any warranty on behalf of AJ’s Bets.**

**This section does not affect your statutory rights as a consumer.**

**Indemnity**

You will indemnify and hold harmless AJ’s Bets and its officers, directors, employee and, agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Content or (ii) your violation of these Terms.

**Limitation of Liability**

**Neither AJ’s Bets nor any other party involved in creating, producing, or delivering the Services or Content will be liable for any incidental, special, indirect, exemplary or consequential damages, including, but not limited to, lost profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute Services arising out of or in connection with these terms or from the use of or inability to use the Services or Content, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not AJ’s Bets has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.** Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

In no event will AJ’s Bets’ total liability arising out of or in connection with these terms or from the use of or inability to use the Services or Content exceed the amount you have paid to AJ’s Bets for use of the Services or Content. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between AJ’s Bets and you.

**Dispute Resolution**

**Governing Law**

These Terms and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

**Agreement to Arbitrate**

You and AJ’s Bets agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “**Disputes**”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction pending a final ruling from the arbitrator. **You acknowledge and agree that you and AJ’s Bets are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding**. Further, unless both you and AJ’s Bets otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding. This “Dispute Resolution” section will survive any termination of these Terms.

**Arbitration Rules**

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at **www.adr.org/arb\_med** or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section. In the alternative and with the written agreement of both parties hereto, the substantive elements of the dispute may instead be determined and conducted under procedures and requirements of JAMS, applying Colorado law and only such rules of procedure and evidence as may be required or stipulated by JAMS. The following provisions relating to the Arbitration Process may, in the event of mutual agreement of the parties, be replaced by applicable JAMS procedures.

**Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

**Arbitration Location and Procedure**

Unless you and AJ’s Bets otherwise agree, the arbitration will be conducted in the county where AJ’s Bets resides. If your claim does not exceed $10,000, then the arbitration will be conducted solely based on the documents that you and AJ’s Bets submit to the arbitrator, unless you request a hearing, or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator’s Decision**

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s claim. It is agreed by you and AJ’s Bets that each party to the arbitration will be responsible for its own costs and expenses, including attorneys’ fees, and will share equally in all costs and fees of the arbitration proceedings.

**Changes**

Notwithstanding the provisions of the “Modification” section above, if AJ’s Bets changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [ajsactionpackedsportsbets@gmail.com](mailto:ajsactionpackedsportsbets@gmail.com)) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of AJ’s Bets’ email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and AJ’s Bets per the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**General Terms**

These Terms constitute the entire and exclusive understanding and agreement between AJ’s Bets and you regarding the Services and Content, and these Terms supersede and replace all prior oral or written understandings or agreements between AJ’s Bets and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without AJ’s Bets’ prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. AJ’s Bets may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by AJ’s Bets under these Terms, including those regarding modifications to these Terms, will be given: (i) by AJ’s Bets via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

AJ’s Bets’ failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of AJ’s Bets. Except as expressly outlined in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information**

Thank you for reading our Terms. We hope you enjoy AJ’s Bets! If you have any questions about these Terms or the Services or Content, please contact AJ’s Bets at [ajsactionpackedsportsbets@gmail.com](mailto:ajsactionpackedsportsbets@gmail.com).