

Lottodds.com Website Terms of Service

August 2, 2021

I. Acceptance

The following terms and conditions (Terms of Service) govern your use of LOTTODDS, INC. ("LOTTODDS") website or Application. By accessing the website or Application, you acknowledge and accept these terms and conditions.

II. Copyright Notice

Unless otherwise noted, all information, text, articles, data, images, screens, webpages, or other materials (collectively referred to as the "Materials") appearing on this website and Application are the exclusive property of LOTTODDS or others as indicated. You may copy information from this website or Application for your personal or educational use only, provided that each copy includes any copyright or trademark notice or attribution as they appear on the pages copied. The Materials may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes, except as provided in these terms and conditions without the express written permission of LOTTODDS. You may not use any content contained in the Materials in any manner that may give a false or misleading impression or statement. Nothing on this website or Application shall be construed as conferring any license of any intellectual property rights, whether by estoppel, implication, or otherwise.

III. Trademark Notice

LOTTODDS, the LOTTODDS logo, and LOTTODDS.com are trademarks, service marks, and/or registered trademarks of the International Trademark Association in the United States and certain other jurisdictions. All other trademarks and service marks that appear on this Site are the property of their respective owners and are used solely to refer to those companies' goods and services. Address any inquiries concerning usage of LOTTODDS trademarks, copyrights, or designs to: help@lottodds.com.

IV. User Agreement

By accessing the website and Application, creating an account via the website or Application (an "Account"), or clicking to accept or agree to these Terms of Service when this option is made available to you, you hereby (a) acknowledge that you have read and agree to be bound to and abide by these Terms of Service; (b) represent and warrant that you are eligible to access the Lottodds website and Application and are authorized and able to accept these Terms of Service; and (c) acknowledge that you have read Lottodds Privacy Policy, available at <https://lottodds.com/files/Privacy-Policy.pdf>, and agree that Lottodds may collect, process, store, and disclose your information consistent with such policy. If you do not wish to be bound

by these Terms of Service, you must not access or use the website and Application. By declining to accept these Terms of Service, you will be unable to create an Account or access or use the website or Application.

We reserve the right to change these Terms of Service at any time without prior notice to you. If we make what we determine to be material changes to these Terms of Service, we will notify you by prominently posting a statement or by sending a notice to your email address on file. It is your obligation to provide us with notice of any change to your email address by sending us a notice immediately to help@lottodds.com. Your continued use of the website and Application following such material changes constitutes your affirmative consent to the changes. If you do not agree to the changes, your sole remedy is to cease using the Application and provide written notice to help@lottodds.com. We will automatically close your Account and return any funds remaining in your Account, as detailed in these Terms of Service unless you instruct us otherwise. You are expected to check this page each time you access the website and the Application, so you are aware of any changes, as they are binding on you.

V. Disclaimers of Warranties

Given the unpredictability of technology, the online environment, and human error, LOTTODDS does not warrant that the function or operation of this Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the server that makes it available will be free of viruses or other harmful elements, which includes a human error in filling out the lottery forms before purchasing the lottery tickets. As a visitor to and user of this Site, you must assume full responsibility for any costs associated with servicing of equipment used in connection with your use of our Site.

LOTTODDS does not represent or warrant that the information accessible via this Site is accurate, complete, or current. This Site could contain typographical errors, technical inaccuracies, or other incorrect information. LOTTODDS reserves the right to add to, change or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, this Site may contain information provided by third parties. LOTTODDS makes no representation or warranty regarding the accuracy, truth, quality, suitability, or reliability of such information. LOTTODDS is not responsible for any errors, omissions, or inaccuracies in any information provided by such third parties.

LOTTODDS does not endorse, warrant or guarantee any products or services offered on this Site. We are not a party to and do not monitor any transaction between users and third-party providers of products or services.

While efforts have been made to ensure the accuracy of the information on this Site, it should not be treated as the basis for formulating business decisions without professional advice. We emphasize that trademark and related intellectual property laws vary from country to country and

between jurisdictions within some countries. The information included on this Site will not be relevant or accurate for all countries or states.

All information provided by LOTTODDS on this Site is offered to the public as a source of general information on trademarks and related intellectual property issues. In legal matters, no publication, whether in written or electronic form, can take the place of professional advice given with full knowledge of the specific circumstances of each case and proficiency in the laws of the relevant jurisdiction.

THE CONTENTS OF THIS SITE, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED "AS IS," AND LOTTODDS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE OR ITS CONTENTS. LOTTODDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

By using this website and Application, you hereby waive any claim against LOTTODDS for, or in connection with, the receipt of erroneous information. LOTTODDS takes numerous steps to ensure that the Plays requested on lottery bet slip orders from the website or Application match your requested lottery numbers which are physically purchases from licensed state lottery retailers. However, in the event of an error, the Plays included on the physical lottery ticket purchased in relation to your bet slip order will stand as the final determination of prize monies owed to your Account. By using this website and Application, you acknowledge that in the event of an error (caused by any means, including LOTTODDS' error), LOTTODDS is only liable for the purchase price of the lottery ticket.

VI. Limitation of Liability

Neither LOTTODDS nor any of its officers, members, directors, employees, or other representatives will be liable for any damages, special, consequential, or otherwise, arising out of or in connection with the use of this Site or any information contained herein even if advised of the possibility thereof. This limitation of liability is comprehensive and applies to all damages of any kind, including, without limitation, loss of data, income or profit, loss of or damage to property, and claims of third parties.

You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Site and will not make any claim against LOTTODDS for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Site and materials.

As a visitor to and a user of this Site, you, in effect, agree that all access and use of this Site and its contents are at your own risk.

VII. Indemnification.

You agree to defend, indemnify and hold harmless LOTTODDS from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the website or Application, including, but not limited to, any use of the website's or Application's Content and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Application. If you are obligated to provide indemnification hereunder, the LOTTODDS may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any claim without the LOTTODDS's written consent. If you are obligated to provide indemnification hereunder, the LOTTODDS may withhold any payment it is otherwise required to make to you to offset your indemnity obligations.

VIII. Submissions

While we welcome comments and feedback regarding this Site, LOTTODDS is under no obligation to respond to all pieces of correspondence received through this Site, to maintain submitted comments in confidence, or to pay compensation of any kind for your comments or submissions. We do not wish to receive any confidential or proprietary ideas, suggestions, materials, or information via this Site or any email connection. All unsolicited comments, feedback, ideas, suggestions, and other submissions disclosed or submitted to LOTTODDS through this Site shall become and remain the property of LOTTODDS. Any such submission by you is a declaration of the full release of all proprietary claims and/or intellectual rights regarding your submission.

IX. Links to Third Party Sites

Any other websites that are accessible via links on this Site are not under the control of LOTTODDS. LOTTODDS is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to the information contained in such sites. LOTTODDS provides the linked sites to you only as a convenience, and the inclusion of any such link on the Site does not imply LOTTODDS' endorsement of the Site, the organization operating such Site, or any products or services of that organization. Your linking to any off-site pages or other sites is entirely at your own risk. Under no circumstances will LOTTODDS be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods, or services available on any other site.

X. Links to www.lottodds.com

LOTTODDS permits third-party sites to link to LOTTODDS' Site located at www.LOTTODDS.com pursuant to these terms and conditions:

- Links may be text-based using the words: "LOTTODDS" or "LOTTODDS.COM". You may not use the LOTTODDS logo or any other trademark as a link to LOTTODDS.
- By linking, you acknowledge and agree that, other than as set forth herein, all rights to LOTTODDS marks, the content appearing on the LOTTODDS website, and the design of the LOTTODDS website belong to LOTTODDS.
- You may not create frames around LOTTODDS' webpages or use other techniques that alter in any way the visual presentation or appearance of the Site.
- You must not misrepresent your relationship with LOTTODDS or present false or misleading impressions about LOTTODDS. No links to the Site may be used in a manner that implies or suggests that LOTTODDS approves or endorses you, your website, or your goods and services (in all cases, except as LOTTODDS may have agreed separately with you in writing).
- LOTTODDS shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend LOTTODDS against all claims arising out of or based upon your website.
- No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.
- LOTTODDS reserves the right at any time and in its sole discretion to request that you remove all links or any particular link to the LOTTODDS Site from your website.

XI. References to Products or Services

Information on this Site may contain references or cross-references to LOTTODDS products or services that are not announced or available in your country. Such references do not imply that LOTTODDS intends to announce such products or services in your country. Please contact LOTTODDS for information regarding the products and services that may be available to you.

XII. Privacy Policy

Please refer to the LOTTODDS Privacy Agreement.

XIII. Governing Law

You acknowledge and agree that LOTTODDS, INC. is the owner and operator of this website and Application. Any legal action will name LOTTODDS, INC., as the party in any such action. These terms and conditions will be governed by and construed in accordance with the laws of the State of Florida.

1. **Time Limit for Bringing Claims.** YOU AGREE THAT REGARDLESS OF ANY LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF SERVICE, THE APPLICATION, OR ANY OF THE SERVICES PROVIDED BY LOTTODDS OR THROUGH THE WEBSITE AND APPLICATION MUST BE SUBMITTED TO BINDING ARBITRATION WITHIN ONE (1) YEAR OR SUCH CLAIM SHALL BE FOREVER BARRED. THAT ONE-YEAR STATUTE OF LIMITATIONS SHALL BEGIN TO RUN ON THE DATE WHEN THE CAUSE OF ACTION AROSE OR IF REQUIRED AS PROVIDED UNDER APPLICABLE LAW.
2. **MITIGATION.** We want to address your concerns without arbitration/litigation. Before filing a claim against Lottodds, you agree to try to resolve the dispute informally by contacting help@lottodds.com. We will attempt to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or LOTTODDS may bring a formal arbitration proceeding as described below.
3. **We Both Agree to Arbitrate.** You and LOTTODDS agree to resolve through final and binding arbitration any claims relating to these Terms of Service, website, Application, and any lottery tickets, prizes, or other services offered on or through the website or Application, except as set forth under Exceptions to Agreement to Arbitrate below. The arbitration shall be held in the state of Miami-Dade, Florida. For residents outside the United States, the arbitration shall also be initiated in Miami-Dade, Florida, and you and LOTTODDS agree to submit to the personal jurisdiction of any or state or federal court in Miami-Dade, Florida to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
4. **Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by sending a letter to LOTTODDS that must be postmarked within 30 days of your first acceptance of these Terms of Service. The letter must specify your first and last names, Account ID, email address and explain that you opt-out of this arbitration provision. The letter should be sent to help@lottodds.com.
5. **Arbitration Procedures.** The arbitration shall be conducted by a single arbitrator, governed by the rules of JAMS that are in effect at the time the arbitration is initiated available at jamsadr.com or by calling JAMS at 1-800-352-5267. (referred to as the "JAMS Rules") and under the rules set forth in these Terms of Service. We may also mutually agree to have the arbitration conducted by telephone or based on written submissions.
6. **Arbitration and Attorney's Fees.** Whoever should commence arbitration will be responsible to pay all arbitration fees unless the arbitrator finds the arbitration to be frivolous, at which point the party filing the frivolous claim will be responsible for the arbitration fees BUT not for their attorney fees. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorney's fees and expert witness costs, unless Lottodds is otherwise specifically required

to pay such fees under applicable law. The arbitrator's decision will be in writing and binding and conclusive on LOTTODDS, and you and judgment to enforce the decision may be entered by any court of competent jurisdiction. LOTTODDS and you agree that dispositive motions, including without limitation, motions to dismiss, and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms of Service and can award the same damages and relief as a court, including injunctive or other equitable relief except attorney fees. Each party will be responsible for their own attorney fees and will NOT be entitled to reimbursement for attorney fees regardless of the outcome of the dispute, and regardless in which legal forum the dispute has been resolved in whether arbitration or within the Courts. LOTTODDS and you understand that absent this mandatory arbitration provision, LOTTODDS and you would have had to sue in court and have a jury trial. LOTTODDS and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation, and the right to discovery may be more limited in arbitration than in court.

7. **Severability; Waiver of Jury Trial.** If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event, some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, LOTTODDS and you agree to waive, to the fullest extent allowed by law, any trial by jury. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or an affiliated company of LOTTODDS to the extent that any such claims arise out of your access to and/or use of the website or Application, and/or the provision of services and/or technology on or through the website or Application.
8. **Exceptions to Agreement to Arbitrate.** Either you or LOTTODDS may assert claims, if they qualify, in small claims court in Miami-Dade, Florida, provided the informal dispute resolution described above was unsuccessful. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the services or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
9. **No Class Actions.** You may only resolve disputes with us individually and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.
10. **BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT AND CLASS ACTION**

WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST LOTTODDS AND ANY RELEASED PARTIES IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO ARBITRATION, YOU SHOULD OPT-OUT OF THIS ARBITRATION PROVISION PER THE TERMS OF SERVICE. OTHERWISE, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE OR APPLICATION IN ANY WAY.

11. Judicial forum for disputes. If the agreement to arbitrate is found not to apply to you or your claim, you and LOTTODDS agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Miami-Dade, Florida. Both you and Lottodds consent to venue and personal jurisdiction there.
12. Choice of Law. You agree that the arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA") and not by any state law concerning arbitration. You otherwise agree that the law of the state of Florida governs these Terms of Service and any claim or dispute that you may have against us, without regard to Florida's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

XIV. Complete Agreement

These terms and conditions, and policies referred to in these terms and conditions, represent the entire understanding relating to the use of the Site and prevail over any prior or contemporaneous, conflicting or additional, communications. LOTTODDS reserves the right to revise these terms and conditions at any time without notice by updating this posting.

XV. Inquiries

Thank you for visiting LOTTODDS.COM. For questions concerning policies, contact help@lottodds.com.