

ROWANPAY TERMS AND CONDITIONS

IMPORTANT NOTICE: THESE TERMS ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS, AS DETAILED BELOW. THESE TERMS ARE ALSO SUBJECT TO CERTAIN DISCLAIMERS AND LIMITATIONS OF LIABILITY, AS FURTHER DETAILED BELOW.

These Terms and Conditions (“Terms”) are between you and Sportsyard, Inc., the operator of RowanPay (“RowanPay” or “we” or “us”), concerning your use of (including any access to) our websites (including progressive web applications), portals or systems that links to these Terms (together with any materials and services available therein, and any successor websites, portals or systems thereto, the “Site”) and our mobile applications that links to these Terms (together with any materials and services available therein, and successor applications) thereto, the “App”). The App and Site are collectively called the “Services” in these Terms. These Terms apply to all visitors, users, and others who access or use the Services (each a “User” or “you”). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. The Terms hereby incorporate by this reference any additional terms and conditions posted by RowanPay through the Services, or otherwise made available to you by RowanPay.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT USE THE SERVICES.

By entering, accessing, browsing, submitting information to, or otherwise using the Services, or clicking to accept or agree to these Terms, where that option is made available, you (1) accept and agree to each of these Terms below; (2) accept and agree to any additional terms, rules, and conditions of participation for particular Services offered by RowanPay from time to time; and (3) affirm that you are of legal age to enter into these Terms.

1. Acceptance of Terms

This is a contract between you and RowanPay. You must agree to these Terms before using the Services. If you do not agree, you may not use the Services. These Terms describe the limited basis on which the Services are available and supersede prior agreements or arrangements regarding the Services. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

RowanPay may amend these Terms from time to time. The “*Last Updated*” legend above indicates when these Terms were last changed. Any such amendment will be effective immediately following either dispatch of a notice to you or posting of the amendment on the Service. No such amendment will apply to any dispute between you and us arising before we posted the revised Terms incorporating the amendment, or otherwise notified you of the amendment. Your continued use of the Services after a change or update has been made to these Terms constitutes your acceptance of such change or update. If you do not agree to any change or update to these Terms, you must discontinue using the Services. RowanPay’s customer service representatives are not authorized to modify any provision of these Terms, either verbally or in writing. Additionally, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via any third-party links); charge, modify or waive any fees required to use the Services; or offer opportunities to some or all Users.

2. Eligibility

To be eligible to register for an account on the Services, you must meet all of the following conditions:

- You are at least twenty-one (21) years of age in Massachusetts; at least nineteen (19) years of age in Alabama and Nebraska; or at least eighteen (18) years of age or the age of majority in your state of legal residence, whichever is greater;
- You are a citizen or resident of the United States of America;
- You are not a resident of New York or Louisiana;
- You are not a member, officer, employee or agent of RowanPay;
- You are not listed on any U.S. government list of prohibited or restricted parties; and
- You are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified you that you are no longer subject to backup withholding.

If you do not meet the eligibility requirements of this section, then you are not authorized to use the Services. In addition to any rights that RowanPay may have in law or equity, RowanPay further reserves the right to terminate your account.

3. Conditions of Participation

- Information Submitted Through the Services.* You represent and warrant that any information that you provide in connection with the Services, including your full name, birthdate, residential address and email address, will remain accurate and complete, and that you will maintain and update such information as needed. If your submitted information is not accurate, not current, or incomplete, or if RowanPay has reasonable grounds to believe that your submitted information is not accurate, not current, or incomplete, RowanPay, in its sole discretion, may deny you access to certain Services and areas of the Site requiring registration.
- Accounts.* You may need to register to use all of part of the Services. Registration may require you to undergo a third-party verification process. YOUR SUBMISSION OF INFORMATION THROUGH ANY THIRD-PARTY VERIFICATION SERVICE IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY VERIFICATION SERVICE (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH VERIFICATION SERVICE). ROWANPAY IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH THIRD PARTIES OR THEIR PRACTICES. RowanPay reserves the right to not open an account for you for any reason.

Users may not “co-own” accounts on the Services. If RowanPay determines you have opened, maintained, used or controlled more than one account, RowanPay reserves the right to suspend or terminate any or all of your accounts. If you create a username that RowanPay deems, in its sole discretion, to be abusive, defamatory, harassing, hateful, indecent, objectionable, offensive, or vulgar, RowanPay reserves the right to deny you access to certain Services and block your account from any future activity.

You are responsible for taking reasonable steps to maintain the confidentiality of information related to your account, including your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify RowanPay of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Services. You understand and agree that no network is fully secure, and that RowanPay is not responsible for any data breaches, “hacking” or other unauthorized access. You may open, maintain, use and control only one account on the Services.

4. Your Limited Rights

Subject to your compliance with these Terms, and solely for so long as you are permitted by RowanPay to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under these Terms, on any single device, solely for your personal, non-commercial use. The App is licensed (not sold) to end users. Subject to your compliance with these Terms, and solely for so long as you are permitted by RowanPay to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device.

5. User Generated Content

The Services may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, or other content, including listings for Products, as defined below (“User Generated Content”), including on profile pages or on the Services’ interactive services, such as message boards and other forums, and chatting, commenting and other messaging functionality. RowanPay has no control over and is not responsible for any use or misuse (including any distribution) by any third party of User Generated Content. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK. YOU SHALL NOT CONDUCT ANY TRANSACTIONS THROUGH THE SERVICES, INCLUDING THROUGH YOUR USER GENERATED CONTENT.

We may (but have no obligation to) monitor, evaluate, alter or remove User Generated Content before or after it appears on the Services, or analyze your access to or use of the Services. We may disclose information regarding your access to and use of the Services, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

RowanPay does not claim ownership to your User Generated Content; however, you hereby grant to RowanPay a non-exclusive, sublicensable (through multiple tiers), irrevocable, fully paid-up, transferable and royalty-free worldwide license, without additional consideration to you or any third party, to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Services, on third-party sites and platforms, and otherwise), with or without attribution.

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Services or otherwise, such Feedback will be deemed User Generated Content, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place RowanPay under any fiduciary or other obligation.

You represent and warrant that your User Generated Content conforms to these Terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize RowanPay to use and exploit, your User Generated Content as contemplated by these Terms. You agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against RowanPay or its licensees, distributors, agents, representatives and other authorized users, and represent that you have obtained the same agreement from others who may possess such rights.

6. User Conduct

As a condition of access and use, you must not access or use the Services for any purpose that is unlawful or prohibited by these Terms, or for any other purpose not reasonably intended by RowanPay. By way of example, and not as a limitation, you agree not to:

- Conduct transactions with other Users through the Services;
- Post, list or upload content or items in inappropriate categories or areas on our Services;
- Manipulate the price of any item or interfere with any other User's listings;
- Take any action that may undermine any feedback or ratings systems;
- Post or transmit, or otherwise make available through or in connection with the Services any materials that are or may be: (a) abusive, threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; (d) relating to affiliate programs or multi-level marketing schemes; or (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- Post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any User; or create or submit unwanted email ("Spam") to any other Users;
- Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is (or is potentially) harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use any information obtained from the Services in order to contact, advertise to, solicit, or sell to Users without their prior explicit consent;
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services without RowanPay' express prior written consent;
- Take any action that imposes, or may impose in RowanPay's sole discretion, an unreasonable or disproportionately large load on RowanPay's infrastructure;
- Interfere or attempt to interfere with the proper working of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services; or violate any requirement, procedure or policy of such servers or networks;
- Use the Services for any purpose that is fraudulent or otherwise tortious or unlawful;
- Harvest or collect information about Users of the Services;
- Restrict or inhibit any other person from using the Services;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized herein, without RowanPay' express prior written consent;
- Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law;
- Remove any copyright, trademark or other proprietary rights notice from the Services;
- Frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service, without RowanPay' express prior written consent;
- Systematically download and store content from the Services;
- Impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness;

- Use a proxy server to engage with RowanPay, including for the purpose of misrepresenting your location;
- Circumvent or attempt to circumvent any of these Terms, the Services, or otherwise interrupt or attempt to interrupt the operations of the Services; or
- Sell or otherwise transfer your profile.

To report violations of these Terms, please contact us at support@rowanpay.com.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Services.

7. Products

The Services may make available functionality for Users to post and browse listings, descriptions, images and other information regarding digital tokens (“Products”). The availability through the Services of any listing for a Product does not imply our endorsement of such Product or affiliation with the provider of such Product. Product listings are subject to change at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws regarding the sale, purchase, possession and use of any Product. WE MAKE NO REPRESENTATIONS AS TO THE EXISTENCE, COMPLETENESS, ACCURACY, RELIABILITY, VALIDITY, QUALITY, LEGALITY OR TIMELINESS OF PRODUCTS OR PRODUCT LISTINGS. PRODUCTS AND PRODUCT LISTINGS ARE MADE AVAILABLE BY THIRD PARTIES, NOT BY RowanPay. ROWANPAY IS NOT A PARTY TO ANY TRANSACTION RELATING TO ANY PRODUCT, AND IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH TRANSACTIONS, PRODUCTS OR PRODUCT LISTINGS, OR ANY ACTS OR OMISSIONS OF ANY USER (INCLUDING A USER’S RIGHT AND ABILITY TO BUY OR SELL PRODUCTS). YOU MUST NOT USE THE SERVICES TO CONDUCT ANY TRANSACTIONS.

8. Intellectual Property

Unless otherwise noted, the Services, including all text, content and documents in the Services, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Services, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works in the Services (“Our Content”) are owned by RowanPay and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the “Owner”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between RowanPay and you, all right, title and interest in and to Our Content will at all times remain with RowanPay and/or its Owners. RowanPay does not transfer ownership, license, or title to any portion of Our Content to you. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of us and/or the applicable Owner.

9. Third-Party Services and Content

Certain Site or App functionality may make available access to information, products, services and other materials made available by third parties, including User Generated Content (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of

Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms shall be deemed to be a representation or warranty by RowanPay with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Services at any time. In addition, the availability of any Third Party Materials through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

10. Financial Disclaimers

RowanPay is a securities matchmaking platform that relies on the exemption in Section 4(c) of the Securities Act of 1933, as amended.

RowanPay does not offer Users the ability to effect transactions through its Service – all sales and purchases of Products take place away from the Service and without the assistance of RowanPay.

RowanPay does not provide advice about any transactions and does not offer assistance in transaction negotiations.

Product listings are not vetted by RowanPay. You should engage with legal or tax advisors and rely on your own due diligence regarding any potential Product listed on the Services.

11. DISCLAIMERS OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) ROWANPAY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH ROWANPAY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services are or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, contact us at support@rowanpay.com with a description of such alteration and its location on the Services.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) ROWANPAY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF USER GENERATED CONTENT (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY USER GENERATED CONTENT), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, ROWANPAY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF ROWANPAY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO ROWANPAY TO USE THE SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH ROWANPAY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

13. Indemnity

To the fullest extent permitted under applicable law, you agree to release and to indemnify, defend and hold harmless RowanPay and the Affiliated Entities, and their respective successors and assigns, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Services; your violation of these Terms; any of your acts or omissions that implicate publicity rights, intellectual property rights, defamation or invasion of privacy; and any listings of Products or any transactions (or potential transactions) relating to Products, or disputes with other Users. RowanPay reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with RowanPay in the defense of such matter.

14. Termination

These Terms are effective until terminated. RowanPay may immediately terminate or suspend these Terms with respect to you, including your access to the Services, for any or no reason, including but not limited to the following: breaches or violations of these Terms or other incorporated agreements or guidelines; requests by law enforcement or other government agencies; a direct request by you; discontinuance or material modification to the Services; unexpected technical or security issues or problems; extended periods of inactivity; or if RowanPay believes that you have violated or acted inconsistently with the letter or spirit of these Terms. You may terminate your use of the Service at any time. All fees paid in connection with the Service are non-refundable, unless agreed otherwise in writing by RowanPay.

Upon any such termination or suspension, your right to use the Services will immediately cease, and RowanPay may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections [TBD] shall survive any expiration or termination of these Terms.

15. BINDING ARBITRATION AND CLASS ACTION WAIVER

These Terms and relationship between you and RowanPay shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A., without giving effect to any choice or conflict of law provision or rule, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT AND DISPUTES RELATING TO THE ENFORCEMENT OF RowanPay' OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND RowanPay, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT RowanPay AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

In the event of a dispute, you or RowanPay must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving notice; the facts giving rise to the dispute; and the relief requested. You must send any notice of dispute to Sportsyard, Inc., Attention: RowanPay Legal/Arbitration Notice, 1455 Frazee Road, Suite 500, San Diego, CA 92108. RowanPay will send any notice of dispute to you at the contact information RowanPay has for you. You and RowanPay will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or RowanPay may commence arbitration. You or RowanPay may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first. If you and RowanPay do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for any limited right of appeal to the extent provided under the U.S. Federal Arbitration Act. YOU AND RowanPay ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. YOU AND ROWANPAY AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN EACH PARTIES' INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND BOTH YOU AND ROWANPAY EXPRESSLY WAIVE YOUR RESPECTIVE RIGHTS TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. YOU AND RowanPay AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer Related Disputes. For more information, visit www.adr.org or, in the United States, call 800-778-7879. Arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim. Arbitration shall be initiated in San Diego County, California. You and RowanPay agree to submit to the personal jurisdiction of the federal or state courts located in San Diego County, California, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. RowanPay will provide sixty (60) days' notice of any changes to this section. Changes will

become effective on the sixtieth (60th) day, and will apply prospectively only to any claims arising after the sixtieth (60th) day.

For any dispute not subject to arbitration, you and RowanPay agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in San Diego County, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

16. Additional Provisions

- a. *Entire Agreement.* These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and RowanPay. These Terms, including any terms and conditions incorporated herein, are the entire agreement between you and RowanPay relating to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and RowanPay relating to such subject matter. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms shall be construed as if followed by the phrase “without limitation.”
- b. *Notices.* Notices to you (including notices of changes to these Terms) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- c. *Assignment.* You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction.
- d. *Filtering.* We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that RowanPay does not endorse any of the products or services listed on such site.
- e. *Information or Complaints.* If you have a question or complaint regarding the Services, please send an e-mail to support@rowanpay.com. You may also contact us by writing to Sportsyard, Inc. ATTN: RowanPay 1455 Frazee Road Suite 500 San Diego, CA 92108 United States. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
- f. *Export Controls.* You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government

embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

- g. *Force Majeure.* The failure of RowanPay to comply with any provision of these Terms due to an act of God or a hurricane, war, fire, earthquake, terrorism, act of public enemies, actions of government authorities (not related to compliance by RowanPay with applicable regulations), pandemics or epidemics, or other circumstance beyond our reasonable control, will not be considered a breach of these Terms.
- h. *Claims and Copyright Infringement Notifications.* The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Services infringe your copyright, you (or your agent) may send to RowanPay a written notice by mail or e-mail, requesting that RowanPay remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to RowanPay a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to RowanPay’ DMCA AGENT as follows: By mail to Sportsyard, Inc. ATTN: RowanPay 1455 Frazee Road Suite 500 San Diego, CA 92108 United States; or by e-mail to support@rowanpay.com.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

- i. *Severability.* If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- j. *Jurisdictional Issues.* The Services are controlled or operated (or both) from the United States, and are not intended to subject RowanPay to any non-U.S. jurisdiction or law. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Services’ availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.
- k. *Waiver.* No waiver of any provision of these Terms by RowanPay shall be deemed a further or continuing waiver of such provision or any other provision, and RowanPay’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by RowanPay of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by RowanPay or an authorized representative of RowanPay.

17. Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. (“Apple”). Apple is not a party to these Terms and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party

product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to RowanPay in accordance with the “*Information or Complaints*” section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service, except that the App may also be accessed and used by other accounts associated with you via Apple’s Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, RowanPay’s right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.

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