



# Play Versus Inc

Remittance Address:  
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## Quote 6e28be82

Name Da Vinci Charter Academy  
Date of issue September 9, 2020

### Esports Ignite Package Total = \$1,080.00

Description	Price
Esports Ignite Package	\$1,024.00
Discount	-\$24.00
Local Taxes - 8.00%	\$80.00
	<b>\$1,080.00</b>

Thank you for your interest in this esports package, which is valid for the August 2020 - June 2021 school year. Any discounts provided are applicable only to the then-current term of the Services, unless otherwise expressly agreed by the parties in writing, and will not be applied to any renewal term.

This is a quote. Please respond to confirm your quote with approval or a Purchase Order number, if applicable. An invoice will be sent and the full amount will be due 30 days after the invoice is delivered.

Tax exempt? Please email your school's tax exempt form to [accounting@playvs.com](mailto:accounting@playvs.com).

Don't forget to login and enroll your teams on [playvs.com](https://playvs.com)!

*Handwritten signature* 10/29/2020

# PRIVACY POLICY

**PlayVS takes your privacy very seriously.  
This privacy policy was last modified on  
April 10, 2020.**

At Play Versus, Inc (“**PlayVS**,” “**we**,” “**us**,” “**our**”), we know you care about how your personal information is used and shared, and we take protecting the privacy of our users very seriously. This Privacy Policy explains how your personal information is collected, used and disclosed by Play Versus when you visit or use our website, [www.playvs.com](http://www.playvs.com) (our “**Website**”), and our related software and online or mobile services provided on or in connection with our Website (collectively, our “**Service**”). By accessing or using our Service, you signify that you have read, understood and agree to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy and our Terms of Use. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

All capitalized terms that are not defined in this Privacy Policy shall have the meaning given to them in the Terms of Use.

**A note about K-12 Student Data:** PlayVS is the official high school esports league, used by K-12 schools, school districts and athletic associations (collectively referred to as “**Schools**”) to offer competitive esports activities to K-12 students (“**Students**”). We take our commitment to student privacy very seriously. Please

see Section 6 to understand the principles that guide our collection, use and disclosure of Student Data.

## **1. PERSONAL INFORMATION WE COLLECT**

### **Information you provide to us and information we receive about you from others**

We may collect personal information when you when you create a registered user account, sign up for our mailing list, purchase or register a product, or otherwise communicate with us. The personal information we collect during registration may depend on your account type and whether you are a School representative, parent or coach, but could include: name, phone number, email address, mailing address, school (name, city, state) and payment information. We may also collect such information when you contact us in person (for example, at camps, competitions, conferences, workshops, seminars and other events), via telephone, facsimile or email.

In addition, we collect the following types of information:

**Information about Schools:** We ask for certain information when a School representative registers a School with PlayVS, or if the representative corresponds with us online, including a name, school name, school district, school email address, role at school, phone number, and relevant IT and equipment information required for students to participate on campus. School representatives and coaches may also provide information about students, such as a team roster. We may also collect information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the PlayVS Service, we will collect content and information provided by the School through the School's use of the Service and we will keep records of activities related to the Service.

**Information about Students:** We collect information about student athletes from the School or from the student directly, including name, email address, school (name, city, state), and may collect additional information associated with the student's Athlete Profile, including the athlete player name, parent/guardian information (name, relation, e-mail and phone), graduation year, photo or avatar, and esports position. We may receive this information directly from you or it may be provided by your school or Coach to register for the team. Personal information collected from or about K-12 Students, along with Student-generated content and other information associated with that personal information, is referred to as "**Student Data.**" Please refer to Section 6 to learn more about how we use and protect Student Data.

**Data collected through the use of the Service:** We collect information about how you use the Service, your actions on the Service, and any content you post to the Service ("**User Content**"), as well as information about a player or team record, for example, gameplay statistics, personal or team awards and highlights featuring the team or athlete.

**Information we receive from third parties:** We may receive personal information about you from third parties and combine that with the information we collect through the Service. For example, we receive information about your activities on third party games you access through the Service. We may also receive information from any third-party services that you link to the Service.

We use this information to operate, maintain, and provide the features and functionality of the Service, as well as to communicate directly with you, such as to send you email messages and push notifications, and permit you to communicate with others on the Service or invite others to join the Service. We

may also send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices). For more information about your communication preferences, see **“Your Data Rights and Choices”** below.

## **Usage and Device Information**

To provide a personalized and high-quality experience for our users, we may use various technologies that automatically record certain technical information from your browser or device when you visit our website, read our emails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, file information and similar technology (collectively, **“tracking technologies”**). These tracking technologies cookies collect information about how you use the Service (e.g., the pages you view, the links you click, emails you open, and other actions you take on the Service), information about your browser and online usage patterns (e.g., Internet Protocol (“IP”) address, browser type, browser language, referring / exit pages and URLs, pages viewed, whether you opened an email , links clicked), and information about the device(s) you use to access the Service (e.g., mobile device identifier, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, and whether you access the Service from multiple devices). We may be able to determine your approximate location by analyzing other information, like an IP address to associate a user with their School. We may also collect analytics data, or use third-party analytics tools such as Google Analytics to help us measure traffic and usage trends for the Service. You can learn more about Google’s practices at <http://www.google.com/policies/privacy/partners>, and view its currently available opt-out options at <https://tools.google.com/dlpage/gaoptout>. Although we do our

best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, and to track website usage. For example, tracking technologies help us to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to identify you across multiple devices; (d) to provide and monitor the effectiveness of our Service; (e) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (f) diagnose or fix technology problems; (g) help users efficiently access information after signing in, and (h) otherwise to plan for and enhance our Service.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using the Service, as some features and services on our Service may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more

information about tracking technologies, please see “Third-party tracking and online advertising” below.

## **2. SHARING OF YOUR INFORMATION**

PlayVS takes great care to protect the information you provide us. PlayVS will disclose your personal information when you post content which is visible to others on the Service, when you consent or instruct us to share your information with third parties, or when we have a legitimate business or legal need to share your information. We may also disclose anonymous or aggregate information that does not reasonably identify you as an individual. For example, your information may be shared with:

**The public (when Student Data contained in Competition Data is visible to others on the Service by default).** Like any high school sports league, some information about student athletes and competition results is posted on the Service and may be visible to other users, website visitors and the public (“**Competition Data**”). Competition Data includes certain personal information from the student’s Athlete Profile, including athlete player name, full name, graduation year, school (name, city, state), photo or avatar, and esports position, as well as athlete player statistics and gameplay highlights, which will be available publicly on the Service by default when you participate in the Service. Email addresses, parent or guardian information (name, relation, email and phone), payment details, and birth date are not Competition Data and are not available to the general public.

**Other authorized users or organizations associated with the player’s use of the Service.** We disclose personal information between and among other users of the Service associated with the School or team, such as coaches, team administrators and school representatives, and the school, school district or state association associated with the School or team’s use of the

Service. These users will be able to view your entire Athlete Profile, including email and, if available, home address, phone number and parent/guardian information.

**Third parties game providers authorized by the School or Coach.** Play Versus facilitates gameplay through third party game providers. When a School elects to participate in a game provided by a third party game provider, we share the student athlete's player name or player ID with that third party game provider to facilitate gameplay on the third party service. These third party game providers use your information according to their own privacy policy and practices, which may differ from the practices described in this Play Versus privacy policy. For example, the third party game provider may combine the player name shared by Play Versus with information it collects from the student directly, such as if the student has used the same email address to create a personal account on the game provider's service.

Schools and team coaches should review the privacy policy of any third party game provider or service to understand their privacy practices before you participate in any third party game through the Service.

**Third Party Partners and Sponsors.** From time to time, and in a manner consistent with your preferences or as permitted by law, we may provide our corporate partners and official sponsors information about coaches and adult users, such as a school name, coach name and coach email address. Our sponsors may use this information to offer deals, discounts and other promotional content to schools and coaches.

**Third parties with your consent or according to your instructions.** You may provide consent or authorization to share your personal information with third party applications or services in several ways, depending on the functionality available now and in the future through the Play Versus Service. Please note that

these third parties are not governed by PlayVS or the terms of this Privacy Policy. We recommend you review the privacy policy of any third party application or service before authorizing access to your PlayVS account information. For example, you may authorize Play Versus to share your information with:

- Special programs you participate in. If you participate in special programs where PlayVS partners with third parties, PlayVS may share data collected from or about you with its third party partners to facilitate the program or services being offered.
- Others with your consent. In some instances, you may be able to grant us permission to share your information with third-party partners, recruiters, not-for-profit organizations, and other entities that are not affiliated with PlayVS. In these cases, we will only provide to these third parties the information you have authorized or asked us to share to these third parties. You may also choose to share content with others by email, or by posting PlayVS content to social media sites such as Facebook or Twitter. These third parties may use your information as described in their own privacy policies. To control the information that you share, you can adjust your social network settings or disconnect your social network account from your PlayVS account.

We may also share information for the following business purposes:

- Third-party vendors and other service providers that perform services on our behalf, as needed to carry out their work for us, which may include providing mailing services, providing payment or accounting services, web hosting, or providing analytic services.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares,

reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.

- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of Play Versus, our users, visitors, or others.

We may also share information with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

### **3. THIRD PARTY TRACKING AND ONLINE ADVERTISING**

Play Versus may participate in interest-based advertising and use third party advertising partners to collect information from visitors to the Service for the purpose of displaying interest-based advertisements on other websites, apps or services, social networks, or on other devices you may use. Typically, though not always, these third party ad networks use cookies and tracking technologies to recognize your browser or device and to collect information about your visit to our Service to provide you customized content, advertising and commercial messages which

may be more relevant to your interests, as well as to provide advertising-related services such as reporting, attribution, analytics and market research.

Please note that we will our best efforts and take multiple steps to avoid the use of K-12 Student Data for targeted advertising purposes, for example, by inhibiting these third party advertising networks from collecting information for targeted advertising purposes when a K-12 Student athlete logs into the Service. Additionally, we do not knowingly direct targeted advertising to individuals we know to be K-12 Students on our Service or on any other website or online service.

To learn about interest-based advertising and how you may be able to opt-out of some of this advertising, you may wish to visit the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org/choices>, and/or the DAA's resources at [www.aboutads.info/choices](http://www.aboutads.info/choices). You may also be able to limit interest-based advertising through the settings on your mobile device by selecting "limit ad tracking" (iOS) or "opt-out of interest-based ads" (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> and downloading the mobile AppChoices app.

Please note that opting-out of receiving interest-based advertising through the NAI's and DAA's online resources will only opt-out a user from receiving interest-based ads on that specific browser or device, but the user may still receive interest-based ads on his or her other devices. You must perform the opt-out on each browser or device you use.

#### **4. HOW WE STORE AND PROTECT OUR INFORMATION**

**Storage and processing:** Your information collected through our Service may be stored and processed in the United States or any other country in which Play Versus or its affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

**Keeping information safe:** We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Access to information is limited to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files. However, no security system is impenetrable and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

## **5. YOUR DATA RIGHTS AND CHOICES**

**Account information and settings:** You may update your account information by editing your profile or signing into the account settings.

**Control email communications:** You can opt-out of receiving promotional emails from us by clicking the “unsubscribe” feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

**Modifying or deleting your information:** If you have any questions about reviewing, modifying, or deleting your information, or if you want to remove your name or comments from our website or publicly displayed content, you can contact us directly at [privacy@playvs.com](mailto:privacy@playvs.com). We may not be able to modify or delete your information in all circumstances. For instance, we may not be able to delete Competition Data but we may be able to anonymize certain Competition Data upon request.

If you have any questions or requests about your account information, contact us directly at [privacy@playvs.com](mailto:privacy@playvs.com).

## **6. HOW DOES PLAY VERSUS PROTECT STUDENT DATA AND COMPLY WITH LAWS?**

Through the course of providing the Service to K-12 Schools, Play Versus collects information about student athletes who use the Service to compete in esports. Personal information collected from or about K-12 students, along with other information associated with that personal information, is “**Student Data**.” The Student Data we collect can include name, email address, school (name, city, state), and may collect additional information associated with the Student athlete profile, including the athlete player name, parent/guardian information (name, relation, e-mail and phone), graduation year, photo or avatar, and esports position. Please note that students have the ability to save or maintain control over information associated with the student’s account by establishing or converting the account to a personal account on the Service or by transferring, sharing, or linking such information to a personal account. Information associated with a

student's personal account and information associated with student athletes who use the Service outside of the K-12 School context (including, for example, for club play or students enrolled in higher education) will not be considered "Student Data."

This Section describes our practices with regard to Student Data. Please note that third party game providers that Schools may engage with through the Service may have practices and policies that differ from those described herein. The Student Data we disclose to the game provider (e.g. the player name or player ID), as well as any other personal information the game provider collects from the School or its students directly, will be governed by the game provider's own privacy policy and the terms of any other agreement between the game provider and the School. Please read the Privacy Policy of any third party game provider to understand their privacy practices before you participate in a third party game.

**Student Data privacy principles.** We are committed to the following principles to protect Student Data:

- We collect, maintain, use and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third party advertising partners to operate on our Service for the purpose of retargeting, analytics and attribution services, we take steps to disable third party ad networks from collecting information for targeted advertising purposes when a student user logs into an account on the Service.

- We do not build a personal profile of a student other than in furtherance of the School's use of the Service (for example, athlete profiles and player history are created and displayed as part of the esports competition statistics and history), or as authorized by a student or parent, for example, if a student transfers information to a personal account.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.
- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

**How we use and disclose Student Data.** We use and disclose Student Data as described in our Privacy Policy under the section "Sharing of Your Information."

**PLEASE NOTE: Competition Data, which may contain Student Data, is disclosed to the public by default.** Like any high school sports league, some information about student athletes and competition results is posted on the Service and may be visible to other users, website visitors and others

(“**Competition Data**”). Competition Data includes certain personal information provided by the student in the athlete profile, including: student athlete player name, full name, graduation year, school (name, city, state), photo and/or avatar, and esports position, as well as athlete player statistics and gameplay highlights. Email addresses, phone number, parent or guardian information (name, relation, email and phone), payment details, and birth date are not Competition Data and are not available to the general public.

Many Schools consider the type of personal information contained in Competition Data to be to be “**Directory Data**” under FERPA. If you are a School or Association, please confirm that Competition Data related to your School and student athletes may be displayed publicly through the Service in accordance with your School’s definition of Directory Data and/or that you otherwise have a parent’s or guardian’s consent to display such information publicly. If you do not wish to have a student’s personal information displayed in Competition Data, please contact Play Versus to determine whether another option may be available.

**How we retain and delete Student Data:** We do not knowingly retain Student Data beyond the time period required to support the School’s purpose, unless authorized by a School, student or parent, though we retain Competition Data and gameplay statistics, competition highlights and history indefinitely as part of the official record of the esports competition.

The School is responsible for maintaining current student athlete rosters and informing Play Versus to delete or de-identify accounts which the School no longer needs to retain. Unless otherwise directed by a School, student or parent, we will delete or de-identify personal information contained in student accounts in accordance with the terms of any applicable written agreement

with the School, written requests from authorized School administrators, and our standard data retention schedule.

Schools and/or students (or their Parents) can request account deletion at any time by contacting Play Versus at [support@playvs.com](mailto:support@playvs.com). We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual, nor will we be required to delete student information that has been transferred to a personal account except at the direction of the student or parent. Please note that we may not be able to delete Competition Data but we may be able to anonymize certain Competition Data upon request.

**Compliance with laws:** We do not use K-12 Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with the NFHS Network and its affiliate entities, the School's State Association, or a school, school district or athletic association (collectively referred to as "**Schools**"). Play Versus does not own or control Student Data, which belongs to the student and/or the School or association that contracts with Play Versus to provide the Service to the student.

As specified in our agreements with Schools and Associations, the PlayVS Service is designed to provide protections for Student Data as required by applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act (FERPA).** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We

agree to work with our School and Association partners to jointly ensure compliance with the FERPA regulations.

- **Children's Online Privacy Protection Act (COPPA).** PlayVS is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. A School may not permit a child under 13 to register for the PlayVS Service to compete on the School's esports team, unless the School represents that it has the authority to provide all necessary consents for PlayVS to collect and use such student's personal information in the manner contemplated by this Privacy Policy, as permitted by COPPA. Please contact us at [privacy@playvs.com](mailto:privacy@playvs.com) if you believe we have inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible.
- **Students Online Personal Information Protection Act ("SOPIPA").** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.
- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by Play Versus from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians,

or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, Play Versus will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School and as described in this Privacy Policy.

- **Connecticut Conn. Gen. Stat. Ann. § 10-234aa-dd.** PlayVS's Connecticut Addendum to the Terms of Service, available upon request, is designed to comply with the requirements of the Connecticut Act Concerning Student Data Privacy, Conn. Gen. Stat. Ann. § 10-234aa-dd. Please contact us at [support@playvs.com](mailto:support@playvs.com) to learn more about incorporating the Connecticut Addendum into your agreement with PlayVS.

If you have any questions about our practices with regard to Student Data, please contact us at [privacy@playvs.com](mailto:privacy@playvs.com).

## **7. LINKS TO OTHER WEB SITES AND SERVICES**

The Service may contain links to and from third party websites of our business partners (such as gaming providers), advertisers, social media sites and other services. If you follow a link to any of these websites, please note that these websites have their own privacy policies and we do not accept any responsibility or liability for their policies or content. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information.

## **8. CALIFORNIA RESIDENTS**

This section applies to you if you are a resident of the state of California. California law requires us to disclose certain information regarding the categories of personal information we collect. For purposes of this section, “personal information” has the meaning provided by the California Consumer Privacy Act (the “CCPA”) and does not include information that is publicly available, that is de-identified or aggregated such that it is not capable of being associated with us, or that is excluded from the CCPA’s scope. This section does not describe or apply to information relating to our employees, contractors, and other personnel. This section also does not describe or apply to K-12 Student Data that we process under contractual agreements with the NFHS Network and its affiliate entities, the School’s State Association, or a school, school district or athletic associations (collectively referred to as “**Schools**”). In those circumstances, we act as a “service provider,” and we collect, retain, use and disclose Student Data only for the purposes specified in our agreements with those customers. Please refer to Section 6 to learn more about how we use and protect Student Data. If you have a question or would like to exercise your California consumer rights to knowledge, access or deletion, please contact your School directly.

**Collection and use of personal information.** We collect personal information from and about you for a variety of purposes, as described in Section 1 of this Privacy Policy. In the last 12 months, we have collected the following categories of personal information:

- Identifiers, such as your name, address, phone number, email address, or other similar identifiers and information associated with your profile;
- California customer records, such as payment information collected through our payment vendor;

- Commercial information, such as records of services purchased, used, obtained or considered;
- Internet/Network information, such as IP address, unique device information, logs and analytics data;
- Geolocation data, such as approximate location data generated based on your IP address or other information;
- Profession / Employment Information, such as your employment history and other information submitted in connection with job applications online, or employment information of coaches and other School representatives;
- Inferences about your interests and preferences, generated from your use of our Service.

We collect this information directly from you or from third parties such as a School or Association that provide information about you, from your browser or device when you visit our websites, and from third parties that you access through the Service or third parties that you permit to share information with us.

**Disclosure of Personal Information.** We share and disclose personal information with third parties as described in Section 2 “Sharing of Your Information.”

In the previous 12 months, we have disclosed all of the categories of personal information we collect to third parties for a business purpose. The categories of third parties to whom we may disclose your personal information for a business purpose include: (i) other authorized users or organizations associated with a team’s use of the Services; (ii) third parties with whom you engage through the Service, such as game providers authorized by the School or Coach; (iii) analytics providers; and (iv) our service providers, contractors and advisors. We may also make some information, such as Competition Data, available to the public through the Service.

In the previous 12 months, we have sold the following information to third parties in a manner consistent with your preferences or as permitted by law: Personal Identifiers of Coaches or adult users to our corporate partners and sponsors for various purposes, including to offer deals, discounts, and other promotional content. We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization to do so. As previously mentioned, we take our commitment to student privacy very seriously. **We do not sell K-12 Student Data, regardless of the age of the Student.** Please see Section 6 to understand the principles that guide our collection, use and disclosure of K-12 Student Data.

Additionally, as is common practice among companies that operate online, we may permit third party advertising networks, social media companies and other third party businesses collect and disclose personal information (including Internet/Network information, commercial information, and inferences) directly from your browser or device through cookies or tracking technologies when you visit or interact with our Services online. These third parties use this information for the purposes of serving ads that are more relevant, for ad campaign measurement and analytics, and for fraud detection and reporting and may sell that information to other businesses for advertising and other purposes. By visiting here [www.privacyrights.info](http://www.privacyrights.info) or [www.optout.privacyrights.info](http://www.optout.privacyrights.info), you can opt out from sales of this type of personal information by businesses that participate in the opt out tool. To make opt-out requests related to mobile apps on your device for businesses participating in the DAA's CCPA App-based Opt-Out Tool, you can download the appropriate app at [www.youradchoices.com/appchoices](http://www.youradchoices.com/appchoices). To learn more about how third parties collect information automatically on our Service and the choices you may have in relation to those activities, please see Section 3, **Third Party Tracking and Online Advertising.**

**Your Rights and Choices.** As a California resident, you may be able to request to exercise the following rights:

- The **Right to Know** any or all of the following information relating to your personal information we have collected and disclosed in the last 12 months, upon verification of your identity: the specific pieces of personal information we have collected about you; the categories of personal information we have collected about you; the categories of sources of the personal information; the categories of personal information that we have disclosed to third parties for a business purpose or sold to third parties, and the categories of recipients to whom this information was disclosed; and the business or commercial purposes for collecting or selling the personal information.
- The **Right to Request Deletion** of personal information we have collected from you, subject to certain exceptions.
- The **Right to Opt Out of Personal Information Sales** to third parties.

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you our products and services or engage with you in the same manner.

**To Submit your California Consumer Rights Requests.** You may submit a request to exercise your California Consumer Rights through one of the mechanisms described below. We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request,

particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

- To submit a request to exercise your California consumer rights, please click [here](#) or email [CA-privacy@playvs.com](mailto:CA-privacy@playvs.com).
- If you are a coach or adult user, you may exercise your Right to Opt Out of Personal Information Sales by emailing us at [CA-privacy@playvs.com](mailto:CA-privacy@playvs.com).

**California’s “Shine the Light” Law.** California's "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of certain types of personal information to third parties for their direct marketing purposes. If you are a coach, you can opt-out of having your personal information disclosed to third parties for their direct marketing purposes by emailing us at [CA-privacy@playvs.com](mailto:CA-privacy@playvs.com) with subject line “California’s Shine the Light,” and providing your contact information.

**Privacy Rights of Minors.** If you are under the age of 18 and you want to remove your name or comments from our website or publicly displayed content, please contact us directly at [CA-privacy@playvs.com](mailto:CA-privacy@playvs.com). We may not be able to modify or delete your information in all circumstances.

## **9. HOW TO CONTACT US**

If you have any questions about this Privacy Policy or the Service, please contact us at [privacy@playvs.com](mailto:privacy@playvs.com) or by writing to us at PlayVS, **2236 S. Barrington Avenue Los Angeles, CA 90064**, Attention: PlayVS Legal Department.

## **10. CHANGES TO OUR PRIVACY POLICY**

PlayVS may modify or update this Privacy Policy from time to time so you should review this page periodically. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will let you know and update the 'last modified' date at the bottom of this page. If you object to any changes, you may close your account. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

This privacy policy was last modified on April 10, 2020.

# Terms of Use

**Last Modified: September 3, 2020**

Welcome, and thank you for your interest in Play Versus, Inc. (“**PlayVS**,” “**we**,” “**our**,” or “**us**”). This page explains the terms and conditions by which you may use our website, <http://www.playvs.com> (our “**Website**”) and our related software and online and/or mobile services provided on or in connection with our Website (collectively with the Website, the “**Service**”). These Terms of Service (this “**Agreement**”) apply to all visitors, users, and others who access or use the Service (“**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND PLAYVS. BY REGISTERING FOR A PLAYVS ACCOUNT (DEFINED BELOW), ACCESSING OR USING THE SERVICE, OR BY CLICKING A BUTTON OR CHECKING A BOX MARKED “I AGREE” (OR SOMETHING SIMILAR), YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY AVAILABLE AT [WWW.PLAYVS.COM/PRIVACY](http://WWW.PLAYVS.COM/PRIVACY) (“PRIVACY POLICY”), WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. **IF YOU ARE NOT ELIGIBLE TO USE THE SERVICE, OR DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE AND ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE.**

If you open a PlayVS Account on behalf of a school, organization, or other entity, then (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

You acknowledge and agree, as provided in greater detail in this Agreement, that:

- The Service is licensed and not sold to you;
- If you are under the age of thirteen (13) you must not create a PlayVS Account or use the Service;
- If you are between the ages of thirteen (13) and eighteen (18) you must have your parent or guardian’s permission to create an account and to use the Service;
- By using the Service you consent to the collection, use and disclosure of your personally identifiable information and to having your personally identifiable information collected, used, transferred to and processed in the United States as set forth in our [Privacy Policy](#).
- We may send you service-related notices and messages about matters such as changes to features and special offers by email. You may unsubscribe from messages about changes to features and special offers at any time, however you may continue to receive service-related notices.
- Your use of the Service may be subject to separate third-party terms of service and fees, including without limitation the terms of service of video game publishers and streaming platforms, which are your sole responsibility;
- The Service is provided “As Is,” “As Available,” and “Where Available” and without warranties of any kind and, to the maximum extent permitted by law, PlayVS’s liability to you is limited;

- PlayVS reserves the right to modify this Agreement in its sole discretion and will provide notice of these changes as described below; and
- As provided in sections 16.2 and 16.3, this agreement contains mandatory individual arbitration and class action/jury trial waiver provisions that require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions. Some jurisdictions do not recognize mandatory arbitration or class action/jury trial waiver provisions within consumer contracts. If these laws apply to you, sections 16.2 and 16.3 may not apply and you may have additional rights.

As part of the Service, PlayVS provides a platform that enables Users to participate in electronic sports (“**esports**”) leagues, tournaments, scrimmages and other competitions and matches (“**esports competitions**”). Certain esports competitions are officially supported by schools, districts, and/or interscholastic conferences, associations or other organizations (“**PlayVS Scholastic Competitions**”).

# 1. Use of the PlayVS Service

## 1.1 Eligibility

The Service allows Users to register for PlayVS Accounts (as defined below) to use the Service, including to participate in PlayVS Scholastic Competitions. You must be at least 13 years of age to create a PlayVS Account and use the Service, and you must use the Service only in compliance with this Agreement and all applicable laws, rules and regulations within your jurisdiction. Any use of or access to the Service by anyone under thirteen (13) years of age is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by PlayVS.

## **1.2 Use by Minors.**

If you are a User over thirteen (13) years of age but under eighteen (18) years of age (a “**Minor**”), you may only use or access the Service with the consent of, and under the supervision of, an individual who has the capacity to form a binding contract and who has parental responsibility over you, whether as a parent, guardian or otherwise (a “**Parent**”), and only with your Parent’s consent to this Agreement. If you are a Parent, you represent and warrant, by you or your Minor downloading, accessing, or otherwise using the Service, that you: (i) have read and agree to the terms and conditions of this Agreement on yours and your Minor’s behalf; and (ii) that you give your consent to your Minor’s use of the Service. Any access or use of the Service by a Minor without the consent and supervision of their Parent is strictly prohibited and in violation of this Agreement. If you are a Minor using the Service, then “you” as used herein (unless context requires otherwise) includes both you and your Parent.

## **1.3 Limited License**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by this Agreement and the features of the Service. PlayVS reserves all rights not expressly granted herein in the Service and the PlayVS Content (as defined below). PlayVS may terminate this license at any time for any reason or no reason.

## **1.4 Changes to the Service**

We may, without prior notice and without liability to you: (i) change the Service; (ii) stop providing the Service or features of

the Service, to you or to Users generally; or (iii) create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any or no reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

## **1.5 Disputes with Other Users**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. PlayVS shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **1.6 Service Location**

The Service is controlled and operated from facilities in the United States. PlayVS makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States and Canada.

# **2. PlayVS Accounts.**

To access and use the Service, including to participate in PlayVS Scholastic Competitions, you must register for an account on the Service (“**PlayVS Account**”). When creating your PlayVS Account, you must provide accurate and complete information, and you must keep this information up to date – any failure to do so may result in the termination of your PlayVS Account. To the extent permissible by applicable law, PlayVS reserves the right to accept or deny any Users’ registration for a PlayVS Account for any or no reason.

You may never use another User’s PlayVS Account without the account holder’s express permission. You are solely responsible for the activity that occurs on your PlayVS Account, and you must keep your PlayVS Account password secure. We encourage you to use “strong” passwords with your PlayVS Account. You must notify PlayVS immediately of any breach of security or unauthorized use of your PlayVS Account. PlayVS will not be liable for any losses caused by any unauthorized use of your PlayVS Account.

By providing PlayVS your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages or want to otherwise amend or control your PlayVS Account, you may email us at [support@playvs.com](mailto:support@playvs.com) or by clicking the unsubscribe link within each promotional message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers; however, opting out will not prevent you from receiving Service-related notices.

By connecting to PlayVS with a third-party service, you give us permission to access and use your information from that service

as permitted by that service, and to store your log-in credentials for that service.

## **3. PlayVS Scholastic Competitions**

In order to participate in a PlayVS Scholastic Competition, you must be either an Admin or a Student (each as defined below).

### **3.1 Admins**

Admins are coaches, faculty members or other authorized team Users who supervise or administer Students' participation in PlayVS Scholastic Competitions as described in this Section 3 ("Admins"). To be an Admin you must designate yourself as an Admin and identify your school affiliation on your PlayVS Account. If you are an Admin: (a) you represent and warrant (i) that you are an authorized representative of your affiliated school, with the authority to bind that school to this Agreement, and (ii) that you agree to this Agreement on that school's behalf; and (b) "you" as used herein means you and your affiliated school.

PlayVS may require you to furnish evidence of your employment or affiliation with, and authorization from, the school, in such form as is satisfactory to PlayVS in its sole discretion. Once you submit your registration as an Admin, you may, in PlayVS's sole discretion, undergo verification of your identity, your educational and professional affiliations, and such other criteria as may be determined by PlayVS in its sole discretion. This verification process usually takes up to thirty (30) business days; however, PlayVS will not be liable to you for any delay or failure by PlayVS to complete this process. PlayVS reserves the right to accept or reject your registration as an Admin for any or no reason,

including any failure by PlayVS to verify you as an Admin. If you are approved by PlayVS as an Admin, PlayVS may provide you with notice of such approval. PlayVS shall have no liability arising out of or relating to any actions or omissions by Admins on the Service with respect to Students or other Users.

## **3.2 Students**

Students are Users who participate in PlayVS Scholastic Competitions as described in this Section 3 (“**Students**”). To access and use the Service and participate in PlayVS Scholastic Competitions as a Student, you must designate yourself as a student and identify your school affiliation on your PlayVS Account, and the Admin for your school team must verify that you attend the school and add you to the team’s roster. PlayVS reserves the right to require you to provide proof of enrollment in your identified school in such manner as may be determined by PlayVS in its sole discretion. PlayVS shall have no liability arising out of or relating to any denial or removal of Students from team rosters or any actions or omissions by Students on the Service with respect to other Students, Admins or other Users.

## **3.3 Student Eligibility; Removals**

If you are an Admin, you may be required by PlayVS: (a) to verify the eligibility of Students on your team to participate in the applicable PlayVS Scholastic Competition, including, without limitation, verifying that the Student is over 13 years of age, attends your affiliated school, and is eligible for Scholastic Competitions; and (b) to add or remove Students on your team roster. By adding a Student to a Scholastic Program roster, you represent that each Student is over 13 years of age and that you have all appropriate consents and authorities necessary to permit Students to use the PlayVS Service in connection with Scholastic Competitions. As between PlayVS and Admins, Admins will be

solely responsible for Students' compliance with, and to enforce, any requirements or eligibility rules imposed by the Admin's school, including, but not limited to, any academic eligibility requirements or parental consents or releases; provided however, that PlayVS reserves the right to remove Students from any team roster for the Students' failure to comply with any school requirements or the terms and conditions of this Agreement, or for any other reason that PlayVS may determine in its sole discretion, with or without notice to the Admin or the Student. PlayVS disclaims any and all liability arising from any Student's removal from an Admin's team roster or the Service.

## **4. Rules**

### **4.1 PlayVS Scholastic Rules.**

Any Users participating in the PlayVS Scholastic Competitions, must adhere to the rules currently available at <https://playvs.zendesk.com/hc/en-us/sections/360009335374-Rulebooks>, as may be updated by PlayVS from time to time in its sole discretion.

### **4.2 PlayVS Service Rules.**

You must adhere to any and all Service rules we make available and update in our sole discretion from time to time on or via our Website. In addition, you agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the PlayVS servers than a human can reasonably produce in the same period

of time by using a conventional on-line web browser (except that PlayVS grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. Additionally, you are expressly prohibited from accessing any audiovisual content that may be available on the Service for any purpose or in any manner other than as explicitly permitted by the functionality of the Service.

## **5. User Content**

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and

other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as “**User Content**”). User Content also includes any and all data, metadata, content and information related to you that is collected by us or via the Service through your use of the Service.

We claim no ownership rights over your User Content. The User Content you create remains yours. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and this Agreement. PlayVS has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant under all of your Intellectual Property Rights (defined below), and you represent and warrant that you have all rights necessary to grant, to PlayVS a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and PlayVS’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels, and all such derivative works of your User Data are and will be our sole and exclusive property. You also hereby grant each User

of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, province, territory, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and PlayVS’s use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- PlayVS may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties

payable under any collective bargaining agreement or otherwise.

- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.
- PlayVS takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that PlayVS shall not be liable for any damages you allege to incur as a result of or relating to any User Content. For more information on how we collect and use your information and User Content, please visit our Privacy Policy available at [www.playvs.com/privacy](http://www.playvs.com/privacy).

## 6. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**PlayVS Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of PlayVS and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such

Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any PlayVS Content. Use of the PlayVS Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place PlayVS under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, PlayVS does not waive any rights to use similar or related ideas previously known to PlayVS, or developed by its employees, or obtained from sources other than you.

The Service contains data, information, and other content not owned by you, such as reputational or status indicators in-world currency, and/or fictional property representing virtual achievements (for instance, trophies or powers) (“**PlayVS Property**”). You understand and agree that regardless of terminology used, PlayVS Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at PlayVS’s sole discretion. PlayVS Property is not redeemable for any sum of money or monetary value from PlayVS at any time. You acknowledge that you do not own the PlayVS Account you use to access the Service, nor do you possess any rights of access or rights to data representing or embodying any or all of your PlayVS Property. You agree that PlayVS has the absolute right to manage, regulate, control, modify and/or eliminate PlayVS Property as it sees fit in its sole

discretion, in any general or specific case, and that PlayVS will have no liability to you based on its exercise of such right. All data on PlayVS's servers are subject to deletion, alteration or transfer. Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, PlayVS Account history and PlayVS Account content residing on PlayVS's servers, may be deleted, altered, moved or transferred at any time for any reason in PlayVS's sole discretion, with or without notice and with no liability of any kind. PlayVS does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on PlayVS's servers.

## 7. Paid Services

### 7.1. General Payment Policies.

Certain aspects of the Service may be made available (a) at no charge, (b) for a one-time fee (such as to participate in an individual tournament or match), or (c) for a recurring fee on a subscription basis ("**Subscription Services**"). By purchasing any products from PlayVS, or subscribing to, participating in, or using any paid services or products provided by PlayVS, you agree to our pricing and payment terms described at [www.playvs.com/pricing](http://www.playvs.com/pricing) as we may update them from time to time. We may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in our sole discretion.

If you enroll in any Subscription Services, you agree to a recurring payment program, which will continue for the agreed-upon subscription period and automatically renew for additional subsequent periods unless and until you cancel the Subscription Services or we suspend, discontinue, or terminate them.

You acknowledge that the amount billed may vary due to promotional offers, changes in your Subscription Services plan and changes in applicable taxes, and you authorize us to charge your payment method for the corresponding amounts. You further acknowledge that the amount of the recurring charge may change if the applicable tax rates change or if you are notified that there will be an increase in the applicable subscription fees. Any discounts provided are applicable only to the then-current term of the Subscription Services, unless otherwise expressly agreed by the parties in writing, and will not be applied to any renewal term. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions. If you are paying via an invoice, except as otherwise described on your invoice or in our pricing and payment terms, all amounts will be due within thirty (30) days from the date of the applicable invoice. We reserve the right in our sole discretion to suspend or terminate your Subscription Services if you fail to make any payments when due.

## **7.2. Individual Enrollments.**

If you enroll in any Subscription Services as an individual, you must provide PlayVS with a current, valid, accepted method of payment (as updated from time to time, "**Payment Method**"). We will automatically charge your Payment Method on a recurring basis (depending on the subscription period you choose). Day one of your billing cycle is tied to the date you activate your Subscription Services by pairing them to your PlayVS Account. You hereby authorize PlayVS to charge the subscription fee to your Payment Method, along with any applicable taxes or additional fees due during the billing period. You must cancel your

subscription prior to the end of the then-current subscription period in order to avoid charging of the next subscription period's subscription fees to your Payment Method. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred.

WHEN YOU PURCHASE SUBSCRIPTION SERVICES, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) PLAYVS (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU FOR YOUR SUBSCRIPTION SERVICES (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION SERVICES CONTINUE, (B) THE AMOUNT YOU ARE CHARGED AND THE SUBSCRIPTION SERVICES YOU RECEIVE VARY DEPENDING ON THE PREFERENCES YOU SELECT, AND (C) YOUR SUBSCRIPTION SERVICES ARE CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SUBSCRIPTION SERVICES IN ACCORDANCE WITH THESE TERMS.

### **7.3. Organization Enrollments.**

If you enroll in any Subscription Services on behalf of your school or other organization, we will send you an invoice for the initial term of your Subscription Services. For renewals, at least thirty (30) to sixty (60) days prior to the end of your initial subscription period, we will send you a notice of your renewal, which may include updated pricing for the renewal term. This notice will be followed by an invoice for the renewal subscription period. Your subscription will renew following the end of the then-current

subscription period and assumes payment of the renewal term invoice by the due date. You must pay us the amounts identified as due on the invoices on or before the due date on the invoice, or we may deactivate or limit the applicable Subscription Services.

## **7.4. Cancellations; Refunds.**

You may cancel Subscription Services at any time during a subscription period; however, there are no refunds for cancellation for the then-current subscription period. To cancel, email us at [support@playvs.com](mailto:support@playvs.com). You may notify us of your intent to cancel at any time, but the cancellation will become effective only at the end of your current billing period. You will not receive a refund for the then-current subscription period. You will continue to have the same access and benefits of your product for the remainder of the current subscription period.

In the event that PlayVS suspends or terminates your PlayVS Account or this Agreement for your breach of this Agreement, you understand and agree that you shall receive no refund for any unused portion of the then-current subscription period or subscription fees for any portion of the Service, or any content or data associated with your account, or for anything else.

## **8. Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate and/or anonymized data and to having your personally identifiable information collected, used, transferred to and processed in the United States as set forth in our [Privacy Policy](#), which is incorporated by reference herein.

## 9. Security

PlayVS uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## 10. DMCA Notice

Since we respect artist and content owner rights, it is PlayVS's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify PlayVS's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit PlayVS to contact you, such as your address, telephone number, and, e-mail address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
Play Versus, Inc.  
2236 S. Barrington Avenue  
Los Angeles, CA 90064  
Tel: [323-389-7027](tel:323-389-7027)  
Email: [legal@playvs.com](mailto:legal@playvs.com)

Under U.S. federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that this procedure is exclusively for notifying PlayVS and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with PlayVS's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, PlayVS has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. PlayVS may also in its sole discretion limit access to the Service and/or terminate the PlayVS Accounts of any Users who infringe any intellectual

property rights of others, whether or not there is any repeat infringement.

## **11. Third-Party Materials and Services**

The Service may contain links to or other means of accessing third-party materials or services that are not owned or controlled by PlayVS, including, without limitation, the videogames that comprise the esports competitions and the platforms for streaming esports. Although PlayVS operates the Service and the platform that allows Users to participate in esports competition, no gameplay for the esports competition and no broadcasting of the gameplay takes place on the Service. Instead, all gameplay and broadcasting occurs on services offered by our third-party partners and service providers, including without limitation the videogame publishers and broadcasting platforms that we have partnered with to allow you to compete and stream your gameplay. PlayVS does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and PlayVS's Privacy Policy do not apply to your use of such sites. PlayVS will not be a party to or in any way monitor any transaction between you and third-party providers of products or services. IF YOU USE A THIRD-PARTY SERVICE, YOU ARE SUBJECT TO AND AGREE TO THE THIRD PARTY'S TERMS OF SERVICE AND PRIVACY POLICY MADE AVAILABLE ON THEIR SERVICES. IF YOU ACCESS A THIRD-PARTY WEBSITE OR SERVICE FROM OUR SERVICE OR SHARE YOUR USER CONTENT ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICE, YOU DO SO AT YOUR

OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY POLICY DO NOT APPLY TO YOUR USE OF SUCH SERVICES OR SITES. You agree that you are solely responsible for your dealings with the third-party providing such websites or services, including without limitation, the payment of any fees to, and compliance with any rules and restrictions provided by, such third party. You expressly relieve PlayVS from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that PlayVS shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **12. Indemnity**

You agree to defend, indemnify and hold harmless PlayVS and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your PlayVS Account including without limitation misleading, false, or inaccurate information; (vi) your

willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **13. No Warranty**

The Service is provided on an "as is," "as available," and "Where Available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from PlayVS or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, PlayVS, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

## **14. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall PlayVS, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation

damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service. Under no circumstances will PlayVS be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your PlayVS account or the information contained therein.

To the maximum extent permitted by applicable law, PlayVS assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall PlayVS, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to PlayVS hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if PlayVS has been advised of the possibility of such damage.

## **15. Exclusions Only as Allowed by Applicable Law**

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES AND EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATION OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **16. Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

### **16.1 Governing Law.**

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights,

trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Los Angeles, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

## **16.2 Arbitration.**

Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from PlayVS. For any dispute with PlayVS, you agree to first contact us at [support@playvs.com](mailto:support@playvs.com) and attempt to resolve the dispute with us informally. In the unlikely event that PlayVS has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Los Angeles, California, unless you and PlayVS agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable

attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing PlayVS from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

### **16.3. Class Action/Jury Trial Waiver.**

With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial or other purposes, all Claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's Claims. You agree that, by entering into this Agreement, you and PlayVS are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

## **17. General**

### **17.1 Term; Termination.**

This Agreement shall enter into force and effect upon the earlier of your clicking "I Agree" or your first access to the Service and shall continue in force and effect until your access to the Service

is withdrawn by PlayVS; or if enrolled in any Subscription Services, until you cancel the Subscription Services as described in Section 7.4 or we suspend, discontinue, or terminate them.

Sections 1 (Use of the PlayVS Service), 2 (PlayVS Accounts), 3 (PlayVS Scholastic Competitions), 4 (Rules), 5 (User Content), 6 (Our Proprietary Rights), 7 (Paid Services), 11 (Third-Party Materials and Services), 12 (Indemnity), 13 (No Warranty), 14 (Limitation of Liability), 15 (Exclusions Only as Allowed by Applicable Law), 16 (Governing Law, Arbitration, and Class Action/Jury Trial Waiver), and 17 (General) will survive any termination or expiration of this Agreement.

## **17.2 Assignment.**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PlayVS without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## **17.3 Notification Procedures and Changes to the Agreement.**

PlayVS may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Website, as determined by PlayVS in our sole discretion. PlayVS reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. PlayVS is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. PlayVS may, in its sole discretion, modify

or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

## **17.4 No Waiver.**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and PlayVS's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## **17.5 Entire Agreement/Severability.**

This Agreement, together with any amendments and any additional agreements you may enter into with PlayVS in connection with the Service, shall constitute the entire agreement between you and PlayVS concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

## **17.6 Contact.**

Please contact us at [support@playvs.com](mailto:support@playvs.com) with any questions regarding this Agreement.

## **17.7 California Residents.**

The provider of the Service is Play Versus, Inc. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## **17.8 Language.**

The parties confirm hereby that they each require that this Agreement and all documents and notices in connection therewith be drawn up in English. Les parties reconnaissent par les présentes que chacune d'elles a exigé que cette convention et tout document ou avis y afférent soient rédigés en anglais.