RallyPoll Terms of Use

Last updated: October 19, 2026

These Terms of Use (“Terms of Use”) constitute a binding agreement between you and RallyPoll LLC, a Colorado limited liability company (“RallyPoll,” “Company,” “we,” or “us”) with respect to (1) your use of rallypoll.com, (2) your use of RallyPoll’s mobile application (the “Application”), and (3) the services, features, content, data, and functionality made available through the website and Application, including any Content (as defined below) (collectively, the “Services”).

RallyPoll is a free, United States–only entertainment and social sports-prediction platform. It is not a sportsbook, betting exchange, gambling platform, or financial-trading platform, and it offers no wagers, betting lines, financial instruments, or cash-out functionality. Ordinary participation is free and does not involve any wager, stake, entry fee, or payout; points, streaks, rankings, and similar features are for entertainment only and have no cash or other value, and may not be sold, transferred, or redeemed. Any prize promotion RallyPoll MAY offer is governed by separately presented Rules. The percentages, tallies, and other results RallyPoll displays on the Services reflect aggregated user sentiment, not odds, betting lines, or probabilities, and are provided for entertainment and general information only. You are responsible for any decision you make in reliance on the Services.

NOTICE OF ARBITRATION AND CLASS ACTION WAIVER

These Terms of Use contain provisions that require binding individual arbitration to resolve disputes between you and Company, rather than court proceedings before a judge or jury. By agreeing to these Terms of Use, you agree that all claims against Company will be resolved through binding, individual arbitration as set forth in Section VI (“Dispute Resolution”), and you waive your right to bring or participate in any class, group, or representative action or proceeding. Unless you opt out of arbitration in accordance with Section VI(i) (Opt-Out): (a) you will only be permitted to pursue claims against Company on an individual basis, not as part of any class or representative action or proceeding; and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY NOTICE, WHICH IS INCORPORATED HEREIN BY REFERENCE, (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND (C) REPRESENT AND WARRANT THAT YOU HAVE THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO AND BE BOUND BY THESE TERMS OF USE, AND THAT YOUR AGREEMENT TO THESE TERMS OF USE DOES NOT VIOLATE ANY OBLIGATION YOU HAVE TO ANY THIRD PARTY. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY NOTICE, DO NOT USE THE SERVICES.

I. **Modification of the Services; Changes to Terms of Use; Supplemental Terms & Policies**.

a. Changes to Services. Company reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Services, or any feature or portion thereof, at any time, for any reason, and without notice. You agree that Company will not be liable to you or to any third party for any such modification, suspension, or discontinuance.

b. Changes to Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective immediately upon posting and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use constitutes your acceptance of and agreement to the changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of these Terms of Use does not create a renewed opportunity to opt out of arbitration (if applicable).

c. Supplemental Terms & Policies. In addition to these Terms of Use, your use of the Services and particular features may be governed by additional policies, terms, and rules (collectively, the “Supplemental Terms”), each of which is incorporated into and forms part of these Terms of Use. RallyPoll may from time to time adopt additional Supplemental Terms—including official rules for promotions, scoring rules, or other operational policies—by posting them within the Services or providing notice through the Services or your use of certain features. Any such additional Supplemental Terms will take effect upon posting or as otherwise stated in the applicable Supplemental Terms.

You agree to review and comply with all applicable Supplemental Terms. RallyPoll may update any Supplemental Terms in accordance with its stated procedures or, if none are stated, in accordance with Section I(b) (Changes to Terms of Use). In the event of a conflict between these Terms of Use and any Supplemental Terms, the Supplemental Terms control with respect to their stated operational and procedural subject matter, and these Terms of Use control all legal matters, including limitation of liability, indemnification, dispute resolution, and governing law.

II. **Services**.

a. Eligibility. You must be at least eighteen (18) years old to access or use the Services. The Services are not directed to children under 18, and Company does not knowingly permit them to use the Services. The Services are offered only to users located in the United States. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with applicable law.

b. Description of the Services.

i. The Services provide an entertainment and social sports-prediction platform, including game-outcome polls tied to professional and collegiate sports events, fan-sentiment vote splits, prediction-accuracy statistics, leaderboards, streaks, rankings, points, badges, profiles, follows, messaging, fan groups, private groups, comments, and other social features, together with any graphics, text, images, software, audio, video, sports data, and other materials you may view on, access through, or that are otherwise related to the Services (collectively, the “Content”). The Content is provided for general entertainment and informational purposes only.

ii. Company has sole and final authority over the operation of the Services, including the content, wording, eligibility, opening, closing, resolution, and scoring of any poll, prediction, or contest feature, as well as any points, streaks, rankings, badges, leaderboards, or similar recognition, and may interpret, correct, void, revise, cancel, or otherwise resolve any related matter in its reasonable judgment.

iii. The Services may display advertisements, sponsored polls, promoted placements, and other sponsored content, which will be identified as such. Advertiser claims, offers, products, services, and other materials are the sole responsibility of the applicable advertiser; Company does not endorse or guarantee them. Any transaction or interaction between you and an advertiser is solely between you and that advertiser, and Company is not a party to and has no responsibility for any such transaction or interaction. Advertisers must maintain separate advertiser accounts and comply with the Advertiser Terms and Advertising and Content Policy. Company may reject, remove, or refuse to serve any advertisement or sponsored content in its sole discretion.

iv. Company may offer sweepstakes, contests, or other promotions through the Services, each of which will be governed by separately posted official rules. In the event of a conflict between these Terms of Use and the applicable official rules, the official rules will control with respect to that promotion.

c. Platform Limitations and Supplemental Terms. The Services are provided for entertainment and general information only. Sports data available through the Services may be supplied by third-party providers. Company does not control those providers and does not warrant that any sports data is accurate, complete, current, timely, or available. Sports data may be delayed, interrupted, corrected, or unavailable, and Company may use a designated source or its own operational judgment to resolve any poll or feature that depends on such data. Your use of certain features may be subject to additional terms, policies, or rules, as set forth in Section I(c) (Supplemental Terms & Policies).

d. Use of the Services. Subject to these Terms of Use, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and the Content for your personal, non-commercial use. All rights not expressly granted herein are reserved by Company and its licensors.

e. Communications by the Services. By using the Services, you consent to receive service-related, transactional, account, safety, legal, and other non-marketing communications from Company electronically, including by email

to the address associated with your account and through in-app or push notifications. These communications may include verification messages, group invitations, prediction reminders, policy and terms updates, and other Service-related notices. You may opt out of promotional communications at any time by following the instructions provided in such communications or by contacting us directly. Opting out of promotional communications will not affect your receipt of service-related, transactional, or legally required communications.

f. Prohibited Activities. Any unauthorized use of the Services in violation of this Section may result in the termination of your access to the Services and may expose you to civil and/or criminal liability. Without limiting the foregoing, you agree that you will not, and you will not attempt to:

   i. copy, reproduce, distribute, download, display, publish, license, sell, or create derivative works from any Content, except as expressly permitted by these Terms of Use;

   ii. use any automated means, including bots, scrapers, spiders, crawlers, or similar technologies, to access, monitor, or collect information from the Services;

   iii. use the Services or the Content for any commercial purpose, including without limitation to compete with Company or to solicit, market, or advertise any product, service, or real property;

   iv. attempt to gain unauthorized access to any portion of the Services, or to any systems or networks connected to the Services;

   v. interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available, including by transmitting any viruses, malware, or other harmful code;

   vi. impersonate any person or entity, or misrepresent your identity or affiliation with any person or entity;

   vii. use the Services in any manner that violates any applicable federal, state, local, or international law or regulation;

   viii. harvest, collect, or store personal information of other users of the Services without their consent;

ix. harass, bully, stalk, threaten, or incite violence against any person, or post or promote hate speech, discrimination, or attacks based on race, color, ethnicity, national origin, religion, sex, gender identity, sexual orientation, disability, age, or other protected status;

x. post or transmit content that is unlawful, defamatory, obscene, sexually exploitative, or harmful to minors, or that encourages criminal conduct;

xi. disclose another person's personal information, location, or credentials without that person's authorization;

xii. manipulate votes, poll outcomes, points, streaks, rankings, badges, leaderboards, or engagement metrics, including through coordinated inauthentic behavior, fake accounts, or collusion;

xiii. create or use multiple accounts, share or transfer an account, evade a suspension or ban, or assist another person in doing any of the foregoing;

xiv. send spam, chain letters, phishing, pyramid schemes, or other unsolicited or unauthorized communications through the Services;

xv. use the Services, Content, or user data to train, develop, or commercialize any artificial-intelligence or machine-learning model or system without Company's prior written authorization;

xvi. use the messaging, direct message, or group communication features of the Services to send commercial solicitations, advertisements, promotional materials, or recruitment messages to other users; or

xvii. reverse engineer, decompile, disassemble, or attempt to discover the source code of the Services or any part thereof, except to the extent applicable law expressly prohibits that restriction.

g. User-to-User Communications. The Services allow users to communicate with one another through messaging, direct messages, group communications, comments, and other social features. You are solely responsible for your communications with other users, and you interact with other users at your own risk. Company does not control, endorse, or assume any responsibility for the content, accuracy, or legality of any communication sent by any user.

i. Company may, but is not obligated to, monitor, review, or record user-to-user communications, including direct messages, for purposes of safety, security, legal compliance, and enforcement of these Terms of Use. You should have no expectation of privacy with respect to any communication transmitted through the Services, except as described in our Privacy Notice.

ii. The Services may provide functionality to block or report other users. You are encouraged to use these features if you encounter conduct that violates these Terms of Use. Company may, in its sole discretion, investigate reports and take any action it deems appropriate, including issuing warnings, suspending or terminating accounts, or removing content, but Company has no obligation to take any particular action in response to any report.

III. **Ownership**.

a. Intellectual Property. The Services and the Content (other than User Content) are owned by Company and its licensors and are protected under copyright, trademark, and other applicable United States laws. As between you and Company, Company is and shall remain the sole owner of the Services and the Content, including without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein. Except for the limited license granted in Section II(d) (Use of the Services), nothing in these Terms of Use grants you any right, title, or interest in or to any Content or other intellectual property of Company. Team, league, athlete, event, and other third-party names, logos, and marks appearing on the Services are used nominatively to identify the relevant subject and do not imply affiliation with, authorization by, endorsement of, or sponsorship by any third party.

b. Trademarks. “RallyPoll,” the RallyPoll logo, and all other trademarks, service marks, trade names, logos, and trade dress displayed on or through the Services (collectively, the “Marks”) are the registered and/or unregistered intellectual property of Company and/or its affiliates. Nothing in these Terms of Use or on the Services shall be construed as granting any license or right to use any Mark without the prior written consent of Company. You may not use any Mark: (i) as or as part of any trademark, service mark, domain name,

social media handle, or business name; (ii) in connection with any product, service, or property that is not Company's; (iii) in a manner that disparages Company or its brands; or (iv) in any manner likely to cause confusion among consumers or that dilutes the strength of the Marks. All goodwill generated from any authorized use of the Marks shall inure exclusively to the benefit of Company.

c. User Content. The Services may enable you to submit, post, upload, share, or transmit content, including predictions, comments, messages, group communications, profile information, images, and other materials (collectively, "User Content"). You retain ownership of User Content that you create, subject to the rights granted in these Terms of Use. By providing User Content through the Services, you grant Company a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, display, perform, distribute, modify, adapt, and create derivative works from your User Content in any form and through any media, for any purpose, including but not limited to the purpose of operating, improving, promoting, and providing the Services. You represent and warrant that you own or control all rights necessary to provide your User Content and to grant the foregoing license, and that your User Content does not violate any law or third-party right. You are solely responsible for your User Content, and Company does not endorse and is not responsible for any User Content. Company has no obligation to prescreen, monitor, post, keep, or use any User Content, but retains the right, in its sole discretion and without notice or liability, to review, edit, remove, or disable access to any User Content for any reason.

d. Feedback. Company does not accept ideas or information that you consider confidential or proprietary. Except with respect to your personal information as provided in our Privacy Notice, all comments, suggestions, ideas, drawings, concepts, or other information or materials you disclose or submit to Company via the Services, by email, or by any other means (collectively, "Feedback") shall be deemed non-confidential and non-proprietary. By submitting Feedback, you assign to Company all right, title, and interest in and to such Feedback, and Company shall be free to use, copy, modify, publish, distribute, and otherwise exploit such Feedback for any purpose, in

any form, and in all media, without any obligation, compensation, credit, or acknowledgment to you. To the extent any such assignment is not effective under applicable law, you grant Company an irrevocable, perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use and exploit such Feedback in any manner and for any purpose.

IV. **Privacy**. You acknowledge and agree that all personal information collected by Company through the Services is subject to our Privacy Notice. By using the Services, you consent to all actions we take with respect to your personal information in accordance with our Privacy Notice. You further acknowledge and agree that Company may collect and use technical, usage, and other data derived from your use of the Services in aggregated and de-identified form for any lawful business purpose, including without limitation to analyze trends, improve the Services, and develop new products and services. Such aggregated and de-identified data does not personally identify you and is not subject to any restrictions under these Terms of Use.

V. **Third-Party Content and Websites**. The Services may contain links to third-party websites, resources, or content not owned or controlled by Company (collectively, “Third-Party Materials”). Company provides such links solely as a convenience and does not endorse, and is not responsible for, any Third-Party Materials, including their accuracy, completeness, legality, or availability. Your access to and use of any Third-Party Materials is at your own risk and subject to the terms and conditions of those third parties. Company shall have no liability to you or any other person arising from or related to any Third-Party Materials.

VI. **Dispute Resolution and Arbitration. MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER**.

a. Informal Dispute Resolution. Before initiating arbitration, you and Company agree to first attempt to resolve any dispute informally. A party with a dispute must send the other party a written notice (a “Notice of Dispute”) that (i) includes the party's name, address, and contact information; (ii) describes the nature and basis of the dispute; and (iii) sets forth the specific relief sought. Any Notice of Dispute to Company must be sent to27072 Arapahoe Avenue #123, Boulder, CO 80302. Company will send any Notice of Dispute to you at the contact information you have provided. The parties agree to use good-faith efforts to resolve any dispute within ninety (90) days

after the Notice of Dispute is received (the “Negotiation Period”). No arbitration may be commenced until the Negotiation Period has expired. The statute of limitations and any filing fee deadline shall be tolled during the Negotiation Period.

b. Binding Arbitration. IF THE DISPUTE IS NOT RESOLVED DURING THE NEGOTIATION PERIOD, YOU AND COMPANY AGREE THAT ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, OR ANY CONTENT WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER ITS CONSUMER ARBITRATION RULES (“AAA RULES”), RATHER THAN IN COURT. THE AAA RULES ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. This agreement to arbitrate is intended to be broadly interpreted and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity and must enforce the same limitations stated in these Terms of Use as a court would. The arbitrator’s award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. All challenges to the interpretation or enforceability of any provision of these Terms of Use, including questions of arbitrability, shall be decided by the arbitrator.

c. Exceptions.

   i. Either party may bring a claim in small claims court if the claim falls within the court’s jurisdictional limits.

   ii. Either party may bring an action in state or federal court solely to protect intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not privacy or publicity rights).

   iii. Either party may seek emergency equitable relief (including temporary restraining orders, preliminary injunctions, or specific performance) from a court of competent jurisdiction to prevent irreparable harm pending the completion of the Negotiation Period or arbitration.

d. Demand for Arbitration. A party who intends to initiate arbitration must send to the other party a written notice entitled "Demand for Arbitration" that (i)

briefly explains the dispute; (ii) provides the claimant's name, address, and representative's address (if any); (iii) specifies the amount of money in dispute, if applicable; (iv) identifies the requested hearing location, if requesting an in-person hearing; and (v) states the relief sought. A copy of the Demand, together with a copy of this arbitration agreement and the required filing fee, must be sent to the AAA at the same time. The Demand may be filed with the AAA by mail at:

American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043

or online at www.adr.org.

Any Demand for Arbitration directed to Company must be sent to 2707 Arapahoe Avenue #123, Boulder, CO 80302.

e. Class Action Waiver. ANY ARBITRATION WILL BE CONDUCTED IN THE PARTIES' INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). IF THE CLASS ACTION WAIVER IN THIS SECTION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

f. Hearing Procedures. If no disclosed claim or counterclaim exceeds Twenty-Five Thousand U.S. Dollars ($25,000), the arbitration shall be conducted solely on the basis of documents submitted to the arbitrator, unless either party requests a hearing or the arbitrator determines one is necessary. If an in-person hearing is required, such hearing shall be held in Denver, Colorado, unless the parties agree to an alternative location or the arbitrator determines otherwise. Either party may participate in any hearing remotely by videoconference.

g. Arbitration Rules. The arbitration will be administered by the AAA and governed by the AAA Consumer Arbitration Rules in effect at the time the arbitration is initiated. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. In the event of a conflict between the AAA Rules and these Terms of Use, these Terms of Use shall govern to the extent permitted by law. The arbitrator shall issue a written decision within thirty (30) days after the conclusion of the hearing (or, in the case of a document-only arbitration, within thirty (30) days after the final submission of documents), including findings of fact and conclusions of law if requested by either party. Any arbitration shall be confidential; neither you, Company, the AAA, nor the arbitrator may disclose the existence, content, or results of any arbitration, except as required by applicable law or to enforce or challenge the arbitration award.

h. Arbitration Fees. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party will bear its own attorneys' fees and costs in connection with the arbitration.

i. Opt-Out. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISIONS IN THIS SECTION, YOU MUST NOTIFY COMPANY IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCESS THE SERVICES OR OTHERWISE ACCEPT THESE TERMS OF USE, WHICHEVER IS EARLIER. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, MAILING ADDRESS, EMAIL ADDRESS, AND PHONE NUMBER, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. SUCH NOTICE MUST BE SENT TO27072 ARAPAHOE AVENUE #123, BOULDER, CO 80302. IF YOU OPT OUT, ALL OTHER PROVISIONS OF THESE TERMS OF USE WILL CONTINUE TO APPLY.

j. Amendment to Arbitration Provisions. If Company makes any future amendment to the arbitration provisions in this Section (other than an amendment to any notice address or link), that amendment shall not apply to any claim that was filed in a legal proceeding prior to the effective date of the amendment. Company will provide at least thirty (30) days' notice of any such amendment by posting the amended terms on the Services. Unless material changes are made to this Section, modification of these Terms of Use does not create a renewed opportunity to opt out of arbitration.

k. Batch Arbitration. If ten (10) or more claimants submit Notices of Dispute or Demands for Arbitration that are represented by the same or coordinated

counsel or that raise substantially similar claims based on the same or related facts, the claims shall be resolved in batches of up to fifty (50) claimants each, unless you and Company agree otherwise or applicable AAA rules provide otherwise. The AAA shall group the claimants into batches, with a smaller final batch if necessary. Each batch shall be administered as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing (if any). Any dispute regarding whether claims are substantially similar or regarding the formation of batches shall be decided by a procedural arbitrator appointed by the AAA.

l. Time Limitation on Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

m. Severance. If any provision of this Section other than the class action waiver is held invalid, illegal, or unenforceable, that provision shall be severed or limited to the minimum extent required by law, and the remainder of this Section shall remain in full force and effect.

n. Survival. This Section VI (Dispute Resolution and Arbitration) shall survive the expiration or termination of these Terms of Use and the cessation of your use of the Services.

/II. **Disclaimers**.

a. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AND QUIET ENJOYMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE ACCURATE, COMPLETE, OR CURRENT.

b. Informational Content Disclaimer. WITHOUT LIMITING THE FOREGOING, ALL CONTENT AVAILABLE THROUGH THE SERVICES—INCLUDING PREDICTIONS, VOTE SPLITS, AGGREGATED RESULTS, RANKINGS, POINTS, STREAKS, SPORTS DATA, ADVERTISEMENTS, AND USER CONTENT—IS PROVIDED FOR ENTERTAINMENT AND GENERAL INFORMATION ONLY. COMPANY DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY SPORTS DATA, PREDICTION, VOTE SPLIT, RANKING, OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION YOU MAKE IN RELIANCE ON THE SERVICES AND SHOULD CONSULT APPROPRIATE PROFESSIONALS BEFORE ACTING. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

c. Third-Party Trademarks. TEAM, LEAGUE, ATHLETE, EVENT, AND OTHER THIRD-PARTY NAMES, LOGOS, TRADEMARKS, AND SERVICE MARKS APPEARING ON THE SERVICES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS AND ARE USED NOMINATIVELY SOLELY TO IDENTIFY THE RELEVANT SUBJECT. SUCH USE DOES NOT IMPLY ANY AFFILIATION WITH, AUTHORIZATION BY, ENDORSEMENT OF, OR SPONSORSHIP BY ANY THIRD PARTY. COMPANY CLAIMS NO OWNERSHIP OF OR RIGHTS IN ANY THIRD-PARTY MARKS DISPLAYED ON THE SERVICES.

d. User Interaction Disclaimer. COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OR THE COMMUNICATIONS OR CONTENT OF ANY USER OF THE SERVICES. YOU USE THE MESSAGING, DIRECT MESSAGE, GROUP COMMUNICATION, AND OTHER INTERACTIVE FEATURES OF THE SERVICES AT YOUR OWN RISK. COMPANY DOES NOT SCREEN OR VERIFY THE IDENTITY OF USERS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE IDENTITY, INTENTIONS, LEGITIMACY, OR TRUTHFULNESS OF ANY USER. YOUR INTERACTIONS WITH OTHER USERS ARE SOLELY BETWEEN YOU AND SUCH OTHER USERS, AND COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT THERETO.

e. Exception. Some jurisdictions do not allow the disclaimer of certain warranties. In such jurisdictions, the foregoing disclaimers may not apply to you to the extent prohibited by applicable law.

III. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF COMPANY IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY, COMPANY'S AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100.00). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; IN SUCH JURISDICTIONS, THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IX. **Indemnification**. You agree to indemnify, defend, and hold Company and its officers, directors, employees, agents, affiliates, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) your use of the Services, (b) your User Content, (c) your interaction with other users or advertisers, (d) your violation of these Terms of Use, (e) your violation of any applicable law or regulation, or (f) your violation of any third party's rights, including any intellectual property or privacy rights. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with Company in the defense of such matter. Your indemnification obligations will survive the termination of these Terms of Use.

X. **Copyright Infringement.** Company takes claims of copyright infringement seriously. It is Company's policy to disable and/or terminate the accounts of users who are repeat infringers. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on the Services infringes your copyright, you may request removal of such Content (or access thereto) by submitting written notification to our

copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your written notice of alleged copyright infringement must include substantially the following:

a. your physical or electronic signature;

b. identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;

c. identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;

d. adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address);

e. a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;

f. a statement that the information in your written notice is accurate; and

g. a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent to receive DMCA notices is:

Nic Hernandez

2707 Arapahoe Avenue #123

Boulder, CO 80302

dmca@rallypoll.com

*NOTE: This contact information is for inquiries regarding potential copyright infringement only.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that Content on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

XI. **Mobile Applications**.

a. General. If you access the Services through an Application downloaded from a third-party application marketplace, such as the Apple App Store or Google Play (each, an "App Distributor"), Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Application on a device running the applicable operating system, solely in accordance with these Terms of Use and the applicable App Distributor's terms. You may not copy the Application (except to install it on your devices), modify or create derivative works of the Application, or distribute, sublicense, or otherwise make the Application available to any third party. Company, not the App Distributor, is responsible for the Application and for providing any maintenance and support to the extent required by applicable law or these Terms of Use; App Distributors have no obligation to furnish maintenance or support. Company may from time to time provide Application updates, which may modify or remove features. Based on your device settings, updates may install automatically or may require your action; you agree to install updates promptly and acknowledge that the Application may not function properly if you do not. All updates are part of the Application and subject to these Terms of Use.

b. Notice Regarding Apple. The following additional terms apply to use of the Application on an Apple iOS device. You and Company acknowledge that these Terms of Use are between you and Company only, and not with Apple, and that Apple is not responsible for the Application or its Content. Your license to use the Application is limited to Apple devices that you own or control, subject to the usage rules in Apple's then-current App Store Terms of Service. Apple has no obligation to provide maintenance and support for the Application. In the event the Application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price, if any; to the maximum extent permitted by law, Apple has no other warranty obligation. Apple is not responsible for any claims relating to the Application or your use of it, including product liability claims, regulatory noncompliance claims, or consumer protection claims. If a third party claims the Application infringes its intellectual property rights, Apple is not responsible for the investigation, defense, settlement, or discharge of that claim. You and

Company acknowledge that Apple and its subsidiaries are third-party beneficiaries of these Terms of Use with respect to the Application license and may enforce those provisions against you.

〈II. **Miscellaneous**.

a. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. In the event that the agreement to arbitrate in Section VI (Dispute Resolution and Arbitration) is found to be unenforceable, any dispute or claim against Company may be commenced only in a federal or state court located in Denver, Colorado, and you consent to the exclusive jurisdiction of and venue in such courts and waive any objection thereto.

b. Waiver and Severability. Company’s failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, shall be severed, and the remaining provisions shall continue in full force and effect.

c. Entire Agreement. These Terms of Use, together with our Privacy Notice and all Supplemental Terms incorporated herein, constitute the sole and entire agreement between you and Company with respect to the subject matter hereof and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

d. Assignment. These Terms of Use, and any rights or obligations hereunder, may not be transferred, assigned, or sublicensed by you without the prior written consent of Company. Any attempted assignment without such consent shall be null and void. Company may freely assign or transfer these Terms of Use, in whole or in part, without your consent and without notice, including in connection with any merger, acquisition, reorganization, or sale of all or substantially all of Company's assets.

e. No Joint Venture. Nothing in these Terms of Use shall be construed as creating a joint venture, partnership, employment, or agency relationship between you and Company. Neither party has the authority to bind the other or to incur any obligation on the other's behalf.

f. No Third-Party Beneficiaries. These Terms of Use are for the sole benefit of you and Company and do not, except as set forth in Section XI (Mobile Applications), confer any rights or benefits upon any third party.

g. Survival. The following provisions shall survive the expiration or termination of these Terms of Use and/or your use of the Services: Section III (Ownership), Section IV (Privacy), Section VI (Dispute Resolution and Arbitration), Section VII (Disclaimers), Section VIII (Limitation of Liability), Section IX (Indemnification), Section X (Copyright Infringement), Section XI (Mobile Applications), and this Section XII (Miscellaneous), together with any other provision that, by its nature or express terms, is intended to survive termination.

h. Amendments; No Oral Modification. Except as set forth in Section I(b) (Changes to Terms of Use), these Terms of Use may not be amended, modified, or waived except by Company posting such amendments, modifications, or waivers on the Services. No oral statement, representation, or commitment by any Company employee, agent, or representative shall constitute an amendment, modification, or waiver of these Terms of Use, and you may not rely on any such statement, representation, or commitment.

i. Force Majeure. Company shall not be liable for any failure or delay in the performance of any obligation under these Terms of Use where such failure or delay results from any cause beyond Company’s reasonable control, including without limitation: acts of God; natural disasters; epidemics or pandemics; fire; flood; extreme weather; war; terrorism; civil unrest; government action or order; labor disputes or shortages; cyberattacks; power outages; or internet or telecommunications failures.

j. Headings. The headings in these Terms of Use are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision hereof.

k. Contact. If you have any questions about the Services or these Terms of Use, please contact us at contact@rallypoll.com.

l. Notice to California Residents. 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.