

PAYOR AGREEMENT FOR ARBITERPAY USERS

This Payor Agreement (“Agreement”), together with the ArbiterSports [Terms and Conditions](#) of Service (the “Terms of Service”), is a contract between the party set forth on the Subscription Order Form, if applicable, or otherwise subscribing to the ArbiterPay Services (as defined herein) on the Website (“you” or “ArbiterPay Payor”) and ArbiterSports. This Agreement governs your use of the ArbiterPay Services, your Account and the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access. You must read, agree to, and accept all of the terms and conditions contained in this Agreement and the Terms of Service in order to use the ArbiterPay Services, your Account, and the Website.

IF YOU ARE USING OR REGISTERING TO USE THE ARBITERPAY SERVICES ON BEHALF OF ANY BUSINESS, SCHOOL, GROUP, OR OTHER ENTITY, THEN YOU REPRESENT AND WARRANT THAT (I) YOU ARE DULY AUTHORIZED BY SUCH ENTITY TO ACCEPT THESE TERMS AND CONDITIONS ON SUCH ENTITY’S BEHALF, AND (II) THE TERMS “YOU” AND “ARBITERPAY PAYOR” WILL REFER TO THE ENTITY THAT YOU REPRESENT AND TO ANY PERSON USING THE ARBITERPAY SERVICES ON BEHALF OF SUCH ENTITY. ANY ACCOUNT REGISTERED IN THE NAME OF AN ENTITY WILL BE OWNED BY SUCH ENTITY AND NOT BY ANY INDIVIDUAL USER OR ACCOUNT ADMINISTRATOR. SUCH ENTITY SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING ACCESS TO THE ARBITERPAY SERVICES IN THE EVENT OF A CHANGE OF SUCH ENTITY’S AUTHORIZED USERS, INCLUDING A CHANGE IN THE ACCOUNT ADMINISTRATOR. ARBITERSPORTS MAY CONCLUSIVELY RELY ON ANY WRITTEN DIRECTION (INCLUDING CHANGING THE ACCOUNT ADMINISTRATOR) THAT PURPORTS TO BE AUTHORIZED BY THE ENTITY OR ANY PERSON ACTING ON BEHALF OF THE ENTITY WITHOUT VERIFICATION, AND ARBITERSPORTS SHALL HAVE NO LIABILITY FOR SUCH ACTION.

This is an important legal document that you must consider carefully when choosing whether to use the ArbiterPay Services, your Account, and the Website. Please be advised: This Agreement contains provisions that govern how legal claims that you may have against ArbiterSports are resolved (See section 34, “Disputes with ArbiterSports,” below). Those dispute resolution provisions contain an agreement to arbitrate, which will require you to submit certain claims you might have against us to binding and final arbitration.

BY CLICKING “I AGREE” BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE ARBITERPAY SERVICES.

This Agreement contains 40 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided such definitions in section 40.

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1. Purpose. This Agreement will allow you to establish an Account with ArbiterSports and to deposit Funds into the Trust Account in order to use the ArbiterPay Services to automate your payments to ArbiterPay Users.

2. Establishing and Funding Your Account. You must register and establish an Account on the Website in order to make Payments to ArbiterPay Users using the ArbiterPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into the Trust Account; (ii) electronic transfer (for example, an ACH transfer or a wire transfer) from your bank account into the Trust Account; or (iii) providing a check to the Trustee in the manner described on the Website. In the case of an

ACH debit using the Website, you authorize ArbiterSports to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You understand that ACH debits/credits and checks take approximately five Business Days for funds to be fully collected or dispersed. You understand that it is your responsibility to monitor and maintain Funds in your Account. ArbiterSports will not authorize Payments by you in excess of the positive balance in your Account.

3. The Trustee. The Trustee, an FDIC-insured financial institution, will act as trustee of the Trust Account. The Funds will be held in the name of the Trustee. You specifically acknowledge and agree that Funds deposited by you into the Trust Account will be pooled and commingled with funds submitted by other ArbiterPay Payors, funds of ArbiterPay Users, and amounts earned by ArbiterSports pursuant to the terms of this Agreement. The Funds in the Trust Account will be held in accordance with, and subject to the terms and conditions contained in, this Agreement.

4. Your Relationship with ArbiterSports. You hereby appoint ArbiterSports to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize ArbiterSports to (i) perform the ArbiterPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Trustee to invest the Funds as provided in section 12; (iv) authorize and direct the Trustee to disburse Payments to ArbiterPay Users; (v) make individual Payment information available to applicable ArbiterPay Users; (vi) collect the information necessary to establish your Account; (vii) disclose such information to the Trustee; and (viii) take any other action that ArbiterSports deems necessary or desirable to carry out the transactions constituting the ArbiterPay Services, subject to the provisions of section 22 below. ArbiterSports agrees to act in accordance with the data, instructions, and directions entered by you on the Website. You hereby authorize the Trustee to follow the instructions of ArbiterSports (whether electronic, written, or oral) and you agree that the Trustee may completely rely on such instructions of ArbiterSports without further investigation or authorization from you.

5. Authorization of ArbiterSports. For purposes of collecting information from you and authorizing, authenticating, and completing Payments to ArbiterPay Users, ArbiterSports will be acting as an agent for the Trustee. You acknowledge and expressly agree to ArbiterSports' acting as both your agent and as the agent for the Trustee and for the ArbiterPay Users for the limited purposes described in this Agreement. You hereby waive any conflict resulting from such relationships. ArbiterSports is responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of ArbiterPay Payors, ArbiterPay Users and customers; (ii) the acceptance of each ArbiterPay Payor and ArbiterPay User as a customer of ArbiterSports; (iii) the confidentiality of ArbiterPay Payor, ArbiterPay User and customer information; and (iv) all other functions related to ArbiterSports' responsibilities under this Agreement. The Trustee will be responsible for ensuring compliance with all applicable federal and state laws relating to the transmitting of Payments and transfers and the providing of banking and trust services.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Trustee in the Trust Account. All Funds deposited in the Trust Account will be held for the proportionate benefit of the ArbiterPay Payors as shown on the records maintained by ArbiterSports or the Trustee, as applicable. The Funds will be held in the Trust Account until

such time as you direct ArbiterSports through the Website to make Payments to specific ArbiterPay Users and such Payments are requested by and distributed to the applicable ArbiterPay Users. By depositing Funds and providing Payment information on the Website, you are authorizing the Trustee, and ArbiterSports acting as your designated agent, to make Payments from the Trust Account as described in this Agreement.

7. Payments. You may only initiate Payments to registered ArbiterPay Users through the Website. ArbiterPay Services may only be used to make Payments to ArbiterPay Users who agree to be bound by the terms of the User Agreement for ArbiterPay Users. ArbiterSports, acting as your designated agent, will authorize the transfer of Funds for Payments either by (i) electronic transfer (for example, an ACH transfer or a wire transfer) to the ArbiterPay User's designated bank account; (ii) crediting the ArbiterPay User's designated debit card account; or (iii) check to the address provided by the ArbiterPay User, as requested by the applicable ArbiterPay User. You understand that you may be required to obtain an ArbiterPay User's username and account number so that such ArbiterPay User can be paid through the ArbiterPay Services. You understand that Funds must be available in your Account to fund any Payments. The Trustee will not be obligated to make any Payments until the funds therefor have been received by the Trustee. In authorizing Payments, ArbiterSports is entitled to rely on the information and instructions provided by you on the Website. You are responsible to keep such information and instructions current and accurate. You agree that such information and instructions constitute your authorization to ArbiterSports to direct the Trustee to make such transfers, as your agent. The Trustee is entitled to rely solely on the directions of ArbiterSports without reviewing any other information. Once you have provided your authorization for a Payment, you will not be able cancel the Payment.

8. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

9. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify ArbiterSports, by contacting the Customer Support Department at 1-800-311-4060, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized transactions or errors. **YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER ARBITERSPORTS NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS THAT OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.**

10. Errors by ArbiterSports. If ArbiterSports makes a processing error, we will rectify such error. If the error results in a loss to you, ArbiterSports will credit your Account for the amount of

such loss. If ArbiterSports pays you for a loss, you agree that ArbiterSports assumes your rights against the recipient and third parties related to such loss, and may pursue those rights directly or on your behalf, in ArbiterSports' discretion. In the event that ArbiterSports erroneously credits your Account, or a credit to you is invalidated for any reason, you hereby authorize ArbiterSports to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until ArbiterSports has received written notice from you of termination of such authorization in such time and such manner as to afford ArbiterSports reasonable opportunity to act upon such notice.

11. Additional Fees. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a transaction fee. ArbiterSports may also charge a monthly inactivity fee if there has been no activity on your Account for one year or more. You are solely responsible for any fees charged directly by your financial institution associated with ACH debits and credits initiated through the Website.

12. Investment of Funds. All Funds in the Trust Account shall be invested as directed by ArbiterSports, provided that all Funds shall be deposited in accounts that are FDIC-insured to the extent that such Funds are within applicable FDIC limitations, or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that ArbiterSports will direct the investment of the Funds, in accordance with this section, and that such investments may not be deposits in, or obligations of, the Trustee. For purposes of determining the portion of the Trust Account funds owned by you in each financial institution in which Trust Account funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the Trust Account funds are distributed among such financial institutions. For example, if 25% of the Trust Account funds are deposited at a particular financial institution, then 25% of your Funds in the Trust Account are deemed to be held at such financial institution. If at your request ArbiterSports holds any funds in a correspondent financial institution outside of the Trustee bank, you acknowledge your responsibility to monitor the balance of such funds to ensure that the proportionate share of the Funds in your Account held by any such correspondent financial institution, when combined with your other accounts, funds or investments you may have with such correspondent financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

13. No Interest on Accounts. You agree that you will not receive interest or other earnings on the Funds in your Account or the Trust Account. In addition to any other fees paid by you in connection with the ArbiterPay Services, you agree that in consideration for your use of the ArbiterPay Services, you irrevocably transfer and assign to ArbiterSports any ownership right that you may have in any interest or earnings that may accrue on Funds held in the Trust Account. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants ArbiterSports any ownership right to the principal of the Funds in the Trust Account. Interest

and earnings will be treated by the Trustee as property of ArbiterSports and such earnings will be paid as directed by ArbiterSports without further authorization from you.

14. Notices to You. You agree that ArbiterSports may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be effective 24 hours after the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by regular U.S. mail, such notice will be effective three Business Days after it is sent.

15. Notices to ArbiterSports. Other than as set forth in section 34 below, all notices to ArbiterSports must be provided by mail sent to: ArbiterSports, LLC, 9815 S. Monroe Street, Suite 204, Sandy, Utah 84070. Such notices will be effective when actually received by ArbiterSports. No oral communications will be effective to provide notice to ArbiterSports under this Agreement.

16. Identity Authentication. You authorize ArbiterSports and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information (including requiring you to provide a taxpayer identification number and other information that will allow them to reasonably identify you), requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. ArbiterSports reserves the right to close, suspend, or limit access to your Account, the ArbiterPay Services, and the Website in the event ArbiterSports or the Trustee is unable to obtain or verify this information.

17. Closing Your Account. If you subscribed to your Account using a Subscription Order Form or other written agreement with a fixed term, you may terminate your Account in accordance with the provisions of such form or agreement. Otherwise, you may close your Account at any time by sending a signed written request to: ArbiterSports, LLC, 9815 S. Monroe Street, Suite 204, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, ArbiterSports will cancel any pending transactions. ArbiterSports may, but is not required to, close your Account if there has been no activity on your Account for one year or more, whereupon ArbiterSports, acting as your designated agent, may direct the Trustee to return to you any uncommitted Funds remaining in your Account to the last address shown on ArbiterSports' records, or as otherwise permitted by applicable law, including payment to any governmental agency designated to receive unclaimed property. ArbiterSports may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity. ArbiterSports is not required to refund or prorate any fees paid by you prior to termination.

18. Suspension; Termination. ArbiterSports may suspend or limit your access to the Website, your Account, or the ArbiterPay Services for so long as reasonably needed to protect against the risk of liability in the event ArbiterSports suspects that there has been unauthorized activity on your Account, suspects that you may have engaged in any of the restricted activities set forth in section 21 below, or suspects that you are in breach of this Agreement or any other agreement or policy you enter into with ArbiterSports. Unless otherwise provided in your separate Subscription Order Form (if applicable), ArbiterSports, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you and payment to you of all of your

unrestricted Funds held in the Trust Account. In addition, this Agreement will terminate at such time as you have closed your Account.

19. Accounting and Taxes. It is your responsibility to determine what, if any, taxes (including, but not limited to any state withholding taxes) apply to the Payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority with respect to such Payments. You acknowledge that ArbiterSports is not responsible for determining whether taxes apply to your transactions. You further acknowledge that ArbiterSports is not responsible for collecting, reporting, or remitting any taxes, garnishments, levies, or any other third-party collections or payments with respect to any Payments. ArbiterSports will keep records of all Payments made to ArbiterPay Users for up to three years. ArbiterSports will issue federal 1099 tax forms to ArbiterPay Users on your behalf; however, it is your responsibility to issue any required state withholding tax reporting forms. Additionally, ArbiterSports is not responsible for reporting any state withholding tax information on any 1099 tax form (including state income and withholding information). You agree and acknowledge that any 1099 tax forms issued to ArbiterPay Users on your behalf will be issued electronically. You acknowledge that the information provided by ArbiterPay Users from their online application will be used as a substitute for IRS form W-9. **You specifically certify that (i) ArbiterSports has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; and (iii) you are a U.S. person (including a U.S. resident alien).**

20. Intellectual Property. “ArbiterPay.com,” “RefPay.com,” “ArbiterSports.com,” “ArbiterPay,” “ArbiterSports,” and all logos, products, and services related to the Website or the ArbiterPay Services are either trademarks or registered trademarks of ArbiterSports or its licensors. You may not copy, imitate, or use them without ArbiterSports’ prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ArbiterSports. You may not copy, imitate, or use them without our prior written consent. All right, title, and interest in and to the Website, any content thereon, the ArbiterPay Services, any content or technology related to the ArbiterPay Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of ArbiterSports and its licensors.

21. Restricted Activities. In connection with your use of the Website, your Account, and the ArbiterPay Services, or in the course of your interactions with ArbiterSports, the Trustee, ArbiterPay Payors, ArbiterPay Users or third parties, you agree that you will not:

- a. breach this Agreement, or any other agreement or policy that you have entered into with ArbiterSports or the Trustee, including, without limitation, the Terms of Service;
- b. violate any law, statute, ordinance, or regulation;
- c. infringe on ArbiterSports’ or any third party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

- d. act in a manner that is defamatory, libelous, threatening, or harassing;
- e. provide false, inaccurate or misleading information;
- f. send or receive fraudulent funds;
- g. disclose or distribute another ArbiterPay Payor's or ArbiterPay User's information to a third party or use such information for marketing purposes or to contact such ArbiterPay Payor or ArbiterPay User without their prior consent;
- h. facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information with respect to the Website, your Account, or the ArbiterPay Services;
- i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display, or frame any content obtained from the Website or the ArbiterPay Services without our or any applicable third party's prior written consent;
- j. allow your use of the Website, your Account, or the ArbiterPay Services to create a risk of non-compliance by ArbiterSports with any applicable anti-money-laundering, counter-terrorism, or similar laws or regulatory obligations;
- k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or
- l. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of ArbiterSports, the Trustee, and applicable ArbiterPay Users.

In the event ArbiterSports, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect ArbiterSports, the Trustee, other ArbiterPay Payors, ArbiterPay Users, and third parties including, without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, (i) notifying the Trustee, other ArbiterPay Payors, ArbiterPay Users, third parties and law enforcement of your actions; (ii) instructing the Trustee to withhold the distribution of Funds from your Account to protect against the risk of liability; (iii) updating inaccurate information about you; and/or (iv) refusing to provide ArbiterPay Services to you in the future.

22. Duties of ArbiterSports. ArbiterSports' duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) interacting with and instructing the Trustee as described in this Agreement. ArbiterSports will not receive, hold, own, or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or

interpreted to authorize or require ArbiterSports to perform any action that would cause ArbiterSports to be subject to, or in violation of, any federal, state, or local law or regulation applicable to money transmitters, banks, or other financial institutions or financial service providers.

23. Amendment. ArbiterSports may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the "ArbiterPay Home" page of the Website. You specifically authorize ArbiterSports and the Trustee to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to such amendment.

24. Removal of Trustee. ArbiterSports, acting as your agent, may remove the Trustee as trustee of the Trust Account at any time by giving 180 Days' written notice to the Trustee. Such removal will take effect immediately upon the earlier to occur of either (i) the appointment of a successor Trustee pursuant to section 26 below, or (ii) the expiration of any required notice period, whereupon all powers, rights and obligations of the removed Trustee shall cease and terminate. You may not remove or change the Trustee.

25. Resignation of Trustee. The Trustee may resign at any time upon giving 180 Days' prior written notice of such resignation to ArbiterSports. Such resignation will take effect upon the earlier to occur of either (i) the appointment of a successor Trustee pursuant to section 26 below, or (ii) the expiration of the 180-Day notice period, whereupon all powers, rights, and obligations of the resigning Trustee shall cease and terminate.

26. Successor and Additional Trustees. Promptly upon removal of, or receipt of a notice of resignation from, the Trustee, a successor shall be appointed by ArbiterSports. Such successor shall assume all powers, rights, and obligations of the removed or resigning Trustee. One or more financial institutions may be appointed by ArbiterSports to act as Trustee simultaneously, and each such financial institution shall act as Trustee solely with respect to funds deposited with such Trustee and shall have no liability with respect to funds deposited with any other Trustee.

27. Reliance on Information Provided by You. Neither ArbiterSports nor the Trustee shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. ArbiterSports and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized username and password. In the administration of this Agreement, ArbiterSports and the Trustee may rely on advice of counsel, accountants, and other skilled persons to be selected and employed by them, and ArbiterSports and the Trustee shall not be liable for anything done, suffered, or omitted in good faith by them in accordance with the actions, advice, or opinion of any such counsel, accountants, or other skilled persons. **UNLESS PROHIBITED BY ANY LAW, REGULATION, OR RULE APPLICABLE TO YOU, NEITHER ARBITERSPORTS NOR THE TRUSTEE, NOR THEIR EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION**

DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE ARBITERPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT, AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

28. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement or otherwise to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. No provisions of this Agreement shall be interpreted to impose any duty on the Trustee to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof, or is contrary to law.

29. Indemnification. Unless prohibited by any law, regulation or rule applicable to you, you hereby agree to be liable for and to indemnify the Trustee and ArbiterSports from and against all losses, damages, penalties, taxes, and claims (including, without limitation, reasonable attorneys' fees and expenses) that may be imposed on, incurred by, or asserted against the Trustee or ArbiterSports in any way relating to or arising out of your wrongful actions in connection with this Agreement, your breach of this Agreement, your use of the Website, your Account, and the ArbiterPay Services, and/or your violation of any law or the rights of any third party.

30. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, you and ArbiterSports and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the Trust Account. You may not transfer or assign any rights or obligations you have under this Agreement. ArbiterSports reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

31. Agreement for Benefit of Certain Parties Only. The Trustee is not a party to this Agreement but is an intended third-party beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, ArbiterSports, and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

32. Situs of Trust Account. The Trust Account has been accepted by the Trustee and will be administered in the State of Utah.

33. Privacy. Protecting your privacy is very important to ArbiterSports. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

34. Disputes with ArbiterSports. If a dispute arises between you and ArbiterSports, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving such dispute quickly. Any problems you may have regarding the Website, your Account, or the ArbiterPay Services may be reported to the Customer Service Department by calling 801-576-9436 or by email to success@arbitersports.com. In the event ArbiterSports is unable to resolve your concerns, you

agree that for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute through binding, non-appearance-based arbitration using the Better Business Bureau arbitration services. In the event of non-appearance-based arbitration, the alternative dispute resolution provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone or online; (ii) it shall be solely based on written submissions as chosen by the party initiating the arbitration; and (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. With respect to all arbitration proceedings between you and ArbiterSports, the award of the arbitrator shall be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section 34 does not apply to disputes between you and the Trustee, or between you and the ArbiterPay Users.

35. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 34 above, you agree that any claim or dispute under this Agreement must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

36. No Waiver. ArbiterSports' failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

37. No Warranty. THE WEBSITE, THE ARBITERPAY SERVICES, AND THE SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ARBITERSPORTS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ArbiterSports does not guarantee continuous, uninterrupted, or secure access to any part of the Website, your Account, or the ArbiterPay Services; and operation of the Website may be interfered with by numerous factors outside of our control. ArbiterSports will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but ArbiterSports makes no representations or warranties regarding the amount of time needed to complete processing because the ArbiterPay Services are dependent upon many factors outside of ArbiterSports' control, such as delays in the banking system or the U.S. or international mail service.

38. Complete Agreement. This Agreement, along with the Terms of Service, any Subscription Order Form (if applicable) and any other agreements or policies that you have entered into with ArbiterSports, sets forth the entire understanding between you on the one hand and ArbiterSports on the other hand with respect to the Website, your Account, and the ArbiterPay Services. In the event of any conflict or inconsistency among the foregoing documents, the order of precedence shall be: (1) the Subscription Order Form (if applicable); (2) this Agreement, (3) the Terms of Service, and (4) any other agreements or policies. Sections 20 through 40, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof

shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of ArbiterSports or the Trustee.

39. Effective Date. This Agreement is effective upon your clicking “I Agree” below. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU AND ARBITERSPORTS WITH RESPECT TO ALL PAST AND FUTURE ARBITERPAY SERVICES AND WITH RESPECT TO ANY FUNDS IN THE TRUST ACCOUNT, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT. THIS SECTION 39 IS AN ESSENTIAL CONDITION TO USING THE ARBITERPAY SERVICES. Prior to agreeing to this Agreement, you may request a payment for any positive balances shown in your Account.

40. Definitions.

- a. “ACH” means the Automated Clearing House network.
- b. “Account” means your ArbiterPay account on the Website.
- c. “Agreement” means this agreement, including all subsequent amendments.
- d. “ArbiterPay Payor” means you and any other person or entity using the ArbiterPay Services to make Payments to ArbiterPay Users by depositing Funds into the Trust Account.
- e. “ArbiterPay Services” means all services and related products, features, technologies, and other functionalities provided or made available by ArbiterSports, LLC and its affiliates through the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- f. “ArbiterPay User” means any person or entity using the ArbiterPay Services to receive Payments from ArbiterPay Payors.
- g. “ArbiterSports,” “we,” “us,” or “our” means ArbiterSports, LLC dba ArbiterPay and its subsidiaries and affiliates or an agent acting on behalf of any of them.
- h. “Business Days” means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- i. “Days” means calendar days.
- j. “Funds” means any monies deposited by you or other ArbiterPay Payors into the Trust Account.

- k. “Payment” or “Payments” means payment by any ArbiterPay Payor to any ArbiterPay User using the ArbiterPay Services and related products or services provided by or made available by ArbiterSports.
- l. “Subscription Order Form” means the ArbiterPay Subscription Order Form signed by ArbiterSports and Payor, if applicable, which is incorporated herein by reference.
- m. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- n. “Trust Account” means the trust account maintained by the Trustee for the benefit of the ArbiterPay Payors.
- o. “Trustee” means Cache Valley Bank, acting solely in its capacity as trustee, and/or such other financial institution(s) selected by ArbiterSports from time to time to act as trustee.
- p. “Website” means, as applicable, ArbiterPay.com, ArbiterSports.com and/or RefPay.com, and any related mobile site, and includes access portals to the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- q. “You” or “your” or “Payor” means the party set forth on the Subscription Order Form (if applicable) or otherwise subscribing to the ArbiterPay Services, and any other party using the ArbiterPay Services on such party’s behalf.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

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