TERMS OF SERVICE

Last Updated: April 2026

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU, THE INDIVIDUAL USER, AND LOCKWARS LLC, A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA ("LOCKWARS," "WE," "US," OR "OUR"). BY ACCESSING OR USING THE LOCKWARS MOBILE APPLICATION, WEBSITE, PLATFORM, FEATURES, CONTENT, OR SERVICES (COLLECTIVELY, THE "SERVICES"), YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE ("TERMS") AND THE LOCKWARS PRIVACY POLICY, WHICH IS INCORPORATED INTO THESE TERMS BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. ACCEPTANCE OF TERMS

By accessing or using LockWars in any manner—including downloading or installing the mobile application (“App”), visiting the website (“Site”), creating an account (“Account”), entering a contest, or engaging with any other features, content, or services—you confirm your agreement to be legally bound by these Terms. You represent and warrant that you have read and understood these Terms and that you meet all eligibility and legal requirements necessary to form a binding contract under applicable law.

Your use of the Services also signifies your agreement to comply with the LockWars Privacy Policy, the Member Code of Conduct, the Contest Rules, and any other published guidelines, rules, or policies issued by LockWars, all of which are expressly incorporated into these Terms by reference. You further consent to resolve any disputes exclusively through binding arbitration, as provided in Section 28 (“Dispute Resolution, Arbitration, and Class Action Waiver”), except where small claims or statutory exemptions apply. You acknowledge and accept the disclaimers, limitations of liability, and waivers set forth in Section 26 (Disclaimers and Limitation of Liability”), and agree to follow all contest requirements, entry conditions, and user conduct obligations communicated by LockWars.

If you do not agree to all of the terms and conditions in this agreement, you must immediately discontinue use of the Services, deactivate your Account, and uninstall the App.

Certain contests, promotions, or features may be governed by additional terms or conditions specific to those offerings. By participating in any such contests or features, you agree to comply with those additional terms, which are hereby incorporated into these Terms by reference.

2. ELIGIBILITY, LOCATION RESTRICTIONS, AND ACCOUNT RESPONSIBILITY

LockWars is exclusively offered to individuals who are at least eighteen (18) years of age, or the age of legal majority in their jurisdiction of residence, whichever is greater. You represent and warrant that you meet this age requirement and that you are physically located in a jurisdiction where participation in daily fantasy sports contests is lawful at the time you access or use the Services. You acknowledge that LockWars employs geo-location technologies, identity verification tools, and other compliance measures to determine your eligibility. You expressly consent to LockWars verifying your identity, location, and eligibility prior to and during your use of the Services. Any attempt to access the Services from a jurisdiction where such contests are prohibited constitutes a breach of these Terms and may result in account suspension or termination. You are solely responsible for ensuring that participation is lawful in your jurisdiction.

LockWars currently operates exclusively within the States of Texas and California. Access to the Services is restricted solely to individuals physically located in Texas and California at the time of contest entry. By using the Services, you represent and warrant that you are physically present in Texas or California and consent to geo-location verification. Use of the Services from outside Texas and California is strictly prohibited.

3. USER REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (i) you meet all eligibility requirements set forth in these Terms; (ii) you are not prohibited from using the Services under any applicable law or regulation; (iii) all information you submit to LockWars is true, accurate, and complete; and (iv) you will comply with all applicable laws, regulations, and contest rules when using the Services.

4. ACCOUNT CREATION AND USER RESPONSIBILITIES

Certain features of the Services, including participation in contests, deposits, withdrawals, and redemption of promotional offers, require you to register for a LockWars account (“Account”). By creating an Account, you agree to provide accurate, complete, and current registration information, including but not limited to a valid username, password, mailing address, phone number, date of birth, and any other information or documentation requested by LockWars for identity verification, tax reporting, regulatory compliance, or fraud prevention purposes. LockWars may, in its sole discretion, require you to submit government-issued identification, Social Security Number, or other personal or financial information as a condition of opening or maintaining an Account.

You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You agree to promptly update your Account information as necessary to ensure it remains accurate and complete. Failure to provide or update required information may result in suspension or termination of your Account.

You may not register a username that infringes the rights of others, promotes a commercial enterprise, or violates these Terms or the Member Code of Conduct. LockWars reserves the right to reject, modify, or revoke any username at its discretion.

LockWars may impose limits or restrictions on your Account at any time, including deposit limits, contest entry limits, withdrawal limits, or other account-level controls as necessary for compliance with applicable laws, responsible play measures, fraud prevention, or internal policies. LockWars reserves the right to suspend, restrict, or terminate your Account at any time for violation of these Terms, suspected misconduct, or regulatory reasons.

It is your sole responsibility to ensure that you meet all eligibility requirements and to comply with all obligations relating to your Account under these Terms.

5. ACCOUNT VERIFICATION AND COMPLIANCE

You acknowledge that LockWars may, at any time, require you to provide government-issued identification, Social Security Number, tax forms, or other information to verify your identity or eligibility, or to comply with tax or legal obligations. LockWars reserves the right to suspend, limit, or terminate your account pending satisfactory completion of such verification.

LockWars further reserves the right, at any time and in its sole discretion, to review, audit, or investigate your account activity, including but not limited to deposits, withdrawals, contest entries, gameplay patterns, and communications, for purposes of ensuring compliance with these Terms, applicable laws, or internal risk controls. You expressly agree to cooperate with any such investigation and to promptly provide any documentation, identification, or information requested by LockWars. Failure to cooperate may result in suspension or termination of your account.

Each individual may register for only one (1) account. Account credentials, including your username and password, must be kept confidential. You agree that you are solely responsible for all activities that occur under your account, whether authorized or unauthorized. You shall immediately notify LockWars of any unauthorized access, suspected breach, or misuse of your account. LockWars reserves the right to investigate duplicate, fraudulent, or suspicious accounts and to suspend or terminate such accounts at our sole discretion.

6. PROHIBITED USERS

The following individuals are strictly prohibited from accessing or participating in the Services: (i) employees, officers, directors, contractors, or consultants of any professional or collegiate sports league, team, governing body, union, data provider, or regulatory organization who may possess material non-public information about athletes, teams, or sporting events; (ii) professional or collegiate athletes, sports agents, team owners holding five percent or more ownership, team employees, coaches, referees, or league officials, as well as their immediate

family or household members; (iii) employees, contractors, or operators of any competing daily fantasy sports platform, along with their immediate family or household members; (iv) individuals who have accessed insider or confidential information that could provide an unfair advantage in a contest; (v) individuals prohibited from participation by court order, state exclusion list, or those who have self-excluded under Section 18; or (vi) any individual deemed ineligible by LockWars at its sole discretion due to violations of these Terms, contest rules, applicable law, or regulatory requirements.

LockWars reserves the right to disqualify any prohibited user, void contest entries, and require forfeiture of rewards, without limiting any other legal or equitable remedies.

7. SANCTIONS AND RESTRICTED PARTIES

You represent and warrant that you are not subject to any U.S. government sanctions, embargoes, or restrictions and are not listed on any U.S. government list of prohibited or restricted parties, including those maintained by the U.S. Department of Treasury's Office of Foreign Assets Control.

8. GAMEPLAY STRUCTURE AND USER PARTICIPATION

LockWars is a skill-based daily fantasy sports platform designed to foster collaborative, team-based participation. Users form a LockWars team of two (2) to six (6) members, with each teammate selecting exactly one (1) unique pick based on the predicted statistical performance of real-world athletes. Picks must collectively include athletes from at least two (2) distinct real-world sports teams in order to constitute a valid lineup. No athlete may be selected more than once within a LockWars team's lineup. Once each LockWars team member has locked in their pick, the lineup becomes eligible for submission.

Each participant must independently select a scoring mode—either Blitz or Bunker—and must independently submit an entry fee of no less than five dollars ($5) prior to lineup submission. The Blitz scoring mode requires every pick in the lineup to be correct in order for the participant to be eligible for a cash bonus and provides a higher cash bonus multiplier to reflect the increased difficulty. The Bunker scoring mode allows a certain number of incorrect picks without forfeiting eligibility for a cash bonus and offers a lower cash bonus multiplier in exchange for reduced risk.

Once all LockWars team members have submitted their picks and scoring modes, the lineup may be submitted for contest entry. Upon submission, a one-minute cancellation window commences, during which only the designated LockWars team captain may cancel the lineup submission. During this cancellation window, any team member may submit a cancellation request. All cancellation requests are communicated to the LockWars team captain and visible to all team members. If a real-world sporting event corresponding to any player in the lineup begins during the cancellation window, the lineup will be automatically locked and will proceed without the possibility of cancellation.

In our multiplayer contest format, one user will be designated as the “Team Captain.” The Team Captain is responsible for initiating the contest lobby, inviting other eligible users to join the LockWars team, and may retain sole authority to cancel the lineup prior to contest lock. Participation in such contests constitutes agreement by all invited users to the actions of the Team Captain with respect to team management. LockWars is not liable for any disputes arising from team formation, invitation management, or cancellations initiated by the Team Captain.

9. RULES AND SCORING SYSTEMS

By participating in any contest, you agree to abide by the official contest rules, scoring systems, reward structures, and mechanics published on the LockWars app or website, all of which are incorporated by reference into these Terms.

This includes, but is not limited to, rules regarding voided player picks (e.g., due to non-participation ‘Did Not Play’ status or Early Exits), contest reboots, and any other scoring exceptions or edge case logic applied to ensure fair and consistent gameplay. Details of LockWars’ void and scoring adjustment policies are made available within the app and are incorporated herein by reference.

LockWars reserves the right, in its sole discretion, to establish or modify limits on the number of entries per user, per contest, or across contests, whether on a daily, weekly, or other basis, and to impose caps on contest participation in order to preserve fairness, operational integrity, or regulatory compliance. LockWars further reserves the right to reject, restrict, or disqualify entries at its discretion, including but not limited to situations involving suspected abuse, collusion, or circumvention of entry restrictions.

10. ROGUE CONTEST STRUCTURE

Upon the lineup being locked, the lineup will be entered into Rogue Mode, a skill-based contest format operated by LockWars. In Rogue Mode, outcomes are determined based on the accuracy of the team’s selected lineup against actual sporting event results.

Within Rogue Mode, users may earn token rewards based on lineup performance. A perfect lineup earns five (5) tokens, a near-perfect lineup earns two (2) tokens, and all other outcomes yield no token reward.

Users may also earn cash bonuses based on their individual accuracy performance, as measured according to their selected scoring format (e.g., Blitz or Bunker), in combination with the collective skill of their team in constructing the shared lineup. Cash bonuses are determined solely by predefined scoring criteria established by LockWars and are not dependent on the performance, selection, or outcomes of any other participant.

Each user independently selects their entry fee and scoring format. All rewards issued through Rogue Mode are calculated based on individual performance outcomes and the application of LockWars' scoring rules.

11. RIGHT TO CANCEL OR VOID ENTRIES

LockWars reserves the right, in its sole discretion, to cancel, void, or modify any contest entry, result, or rewards at any time in cases of technical failure, scoring error, data error, suspected fraud or collusion, rule violation, or any situation that compromises the integrity of a contest.

LockWars further reserves the right to adjust or modify reward structures, reward amounts, or contest rules prior to contest lock time in the event of data errors, typographical mistakes, technical malfunctions, or other circumstances that materially affect the accuracy or fairness of the contest. Any such adjustments shall be communicated through the Services prior to contest lock time, and your continued participation constitutes acceptance of the modified terms.

12. TOKEN REWARDS AND PROMOTIONAL REDEMPTIONS

Participants who compete in a Rogue contest may earn token rewards based on contest outcomes. A perfect lineup earns five (5) tokens, a near-perfect lineup earns two (2) tokens, and all other outcomes yield no token reward. Tokens accumulate in a user's account balance and may be redeemed for promotional rewards as made available by LockWars. Redemption offers may include but are not limited to: twenty-five (25) tokens for a fifteen percent (15%) bonus boost applicable to a maximum entry fee of twenty dollars ($20); fifty (50) tokens for a thirty percent (30%) bonus boost applicable to a maximum entry fee of twenty dollars ($20); seventy-five (75) tokens for a ten dollar ($10) free lineup entry with any resulting bonuses credited as promo funds; and one hundred (100) tokens for a twenty dollar ($20) free lineup entry with bonuses similarly credited as promo funds. LockWars reserves the right to modify, discontinue, or change redemption thresholds and rewards at any time at its sole discretion.

Tokens awarded through gameplay or promotions have no monetary or cash value, cannot be exchanged for cash, and may only be used for promotional redemptions as explicitly described in the Services. Tokens are non-transferable and non-assignable.

13. PROMO FUNDS

Promo funds are non-cash, non-withdrawable digital credits issued by LockWars for promotional purposes, including but not limited to deposit bonuses, referral incentives, or token redemptions. Promo funds may be used as entry fees for contests; however, promo funds cannot be withdrawn or converted directly into cash. Any contest bonuses generated from a lineup submitted using promo funds will be credited as cash and will be eligible for withdrawal. Promo

funds themselves remain non-withdrawable and may not be transferred. If a user has an available promo fund balance at the time of contest entry, the entry fee will be deducted from promo funds by default. Attempts to circumvent promo fund restrictions or misuse promo credits may result in account suspension, reversal of promo fund transactions, and forfeiture of associated bonuses.

14. DATA USE AND THIRD-PARTY DATA DISCLAIMER

LockWars relies on independent third-party data providers for sports statistics, athlete performance data, and other contest-related information. LockWars is not affiliated with, endorsed by, or associated with any sports league, team, athlete, or organization. All player names, team names, logos, and trademarks are the property of their respective owners and are used for informational purposes only. LockWars makes no warranties regarding the accuracy, completeness, or timeliness of third-party data.

15. DEPOSITS, WITHDRAWALS, AND ACCOUNT FUNDS

To participate in any Contest, you must deposit funds into your LockWars account ("Account") using a payment method approved by LockWars and its payment processing partners. Deposits will be credited to your Account upon actual receipt by LockWars. All deposits must originate from a payment source registered in your name. You may be subject to minimum or maximum deposit limits, which may vary based on your account history, payment method, self-imposed limits, applicable law, or other factors determined by LockWars. If required by law, you may request an increase to a jurisdiction-imposed deposit limit, subject to verification and supporting documentation. LockWars will provide instructions for such requests.

LockWars has partnered with financial services software company Aeropay to offer you ACH payments. When you create a LockWars Account and connect a bank to complete ACH payments, you will be creating an Aeropay account. You authorize LockWars to share your identifying information with Aeropay to open and support your LockWars Account. You must comply also with Aeropay's Terms of Service when creating or using your LockWars Account. The Aeropay Terms of Service may be modified from time to time, and the governing version is incorporated by reference into this Terms of Service. Any term not defined in this section but defined in the Aeropay Terms of Service assumes the meaning as defined in the Aeropay Terms of Service.

Aeropay End User Terms of Service:
https://www.aeropay.com/legal/terms-of-service---end-user

LockWars is not a bank or financial institution. Funds deposited into your Account are not insured by any government agency and will not accrue interest. It is a violation of these Terms to deposit funds using a payment method for which you are not the named account holder.

Additionally, you must not be subject to backup withholding tax from the IRS or any other governmental authority to deposit or participate in Contests.

You may request withdrawals from your available cash balance at any time, provided you have satisfied a minimum playthrough equal to the amount of your deposits ("1x playthrough"). Withdrawals will be processed to an account or payment method in your name using an approved transfer method (such as ACH transfer, debit card push payment, or other supported methods). Withdrawals may be delayed pending identity verification, fraud screening, tax compliance, or other regulatory checks. LockWars reserves the right to request additional documentation—including identity documents, tax forms, affidavits of eligibility, or verification affidavits—prior to processing any withdrawal. Failure to provide requested documentation may result in denial of withdrawal, forfeiture of funds, or account suspension. LockWars does not guarantee a specific processing time but will process withdrawals within a commercially reasonable period.

By depositing funds or entering paid Contests, you agree to provide LockWars with your full legal name, mailing address, date of birth, and any other information required for identity verification or compliance with applicable laws. Your Account may be subject to verification at any time. While verification is pending, you may deposit and enter Contests, but withdrawals will not be permitted until verification is complete. If LockWars is unable to verify your identity, LockWars may suspend your Account and withhold funds until verification is successful.

LockWars may conduct audits of deposits, withdrawals, gameplay activity, and compliance with these Terms prior to approving any withdrawal. If LockWars requests an affidavit, declaration, or certification of eligibility, and you fail to provide it within ten (10) days, or if LockWars determines that you are ineligible or non-compliant, LockWars may withhold or revoke any rewards, void entries, and suspend or terminate your Account. Withheld rewards may be redistributed to other entrants in accordance with contest rules.

If a deposit is reversed, disputed, or charged back, LockWars reserves the right to invalidate or deduct from your Account any entries funded by such deposit, any associated bonuses, and the deposit amount itself. If these deductions create a negative Account balance, you acknowledge that the negative balance constitutes an enforceable debt immediately payable to LockWars. LockWars may recover owed amounts by debiting your linked payment account, withholding withdrawals, or pursuing collection efforts. LockWars may suspend or close your Account without notice if a chargeback occurs.

If your Account has no contest entries, deposits, withdrawals, or support requests ("Account Activity") for 18 consecutive months, your Account may be deemed inactive. LockWars may charge a monthly inactivity fee of $5.00 on such accounts until the balance reaches zero or the account is reactivated, subject to applicable law. LockWars will provide at least 30 days' notice prior to assessing inactivity fees. LockWars will make commercially reasonable efforts to notify users of impending inactivity fees via email or in-app notifications, where required by applicable

law. Users may contact Support to reactivate their account or request a refund of any inactivity charges where permitted. If an Account remains inactive for a period specified by state law, it may be considered abandoned, and any remaining funds may be reported and remitted to the appropriate state authority. Once remitted, LockWars has no further liability for such funds.

All deposits and withdrawals are denominated in U.S. dollars. If you deposit funds in another currency, the funds will be converted to U.S. dollars at the exchange rate and applicable fees determined by LockWars's payment processor or your financial institution. LockWars is not responsible for exchange rates or conversion fees applied by third parties.

Contest entry cancellations are strictly limited to the one-minute cancellation window following lineup submission, during which only the designated LockWars team captain may cancel the submission. During this cancellation window, any team member may submit a cancellation request. All cancellation requests are communicated to the LockWars team captain and visible to all team members. After the lineup is locked, no cancellations or modifications are permitted. LockWars does not issue refunds for entry fees except in cases of technical failure or system error attributable solely to LockWars that materially affects contest outcomes. Refund requests must be submitted within seventy-two (72) hours of contest lock time to be eligible for review. Users may submit a refund request by contacting support@lockwars.com and including their contest ID, lineup details, and a brief explanation of the issue. Refunds will only be granted in cases of system malfunction, data error, or other failure attributable solely to LockWars.

You authorize LockWars, its payment processors, and affiliated banks to initiate electronic debits and credits to your linked bank account or payment method to enforce these Terms, recover negative balances, collect owed debts, or correct errors. This authorization remains effective until all obligations to LockWars are satisfied. You may revoke this authorization only by written notice delivered at least 24 hours prior to any scheduled transaction. Revocation does not affect transactions already processed or initiated.

16. CASH BONUSES, TAXES, AND REPORTING OBLIGATIONS

Cash bonuses are awarded to individual participants based on the accuracy of their submitted lineup within their selected scoring mode, in accordance with pre-established performance thresholds. LockWars does not operate pooled prize funds, and all cash bonus incentives are issued directly by LockWars. Cash bonuses are determined by a combination of each user's individual accuracy performance, based on their selected scoring format, and the collective skill of their team in constructing the shared lineup. These bonuses are entirely independent of the performance or outcomes of any other participant, as each user inputs their own entry fee and scoring format, and rewards are issued solely in accordance with LockWars' predefined scoring criteria.

You acknowledge and agree that you are solely responsible for reporting and paying any federal, state, or local taxes associated with any earned cash bonuses. LockWars may issue tax

forms such as IRS Form 1099 to participants whose cash bonus earnings exceed statutory thresholds or as otherwise required by law. Users exceeding reporting thresholds may be required to complete additional documentation and identity verification prior to withdrawal of funds. LockWars reserves the right to withhold tax from cash bonus earnings or account balances where required by law. Users are advised to consult with a tax professional regarding their personal tax obligations.

17. RESPONSIBLE PLAY AND SELF-EXCLUSION

LockWars supports responsible play. If you wish to limit or exclude your participation, you may request a temporary or permanent self-exclusion by contacting LockWars Support. Upon receiving your request, LockWars will disable your account in accordance with your directive. During an exclusion period, you may not access the Services or enter contests, and LockWars reserves the right to impose additional responsible play measures.

18. FAIR PLAY AND USER CONDUCT

All users are required to maintain integrity, fairness, and respect in their use of the Services. Any attempt to manipulate, exploit, or undermine the integrity of contests—including but not limited to collusion between accounts, use of automated tools or bots, multi-accounting, sharing of private lineup information between LockWars teams, or any form of cheating—constitutes a material breach of these Terms. Chat functionality provided in lobby chats must not be used for harassment, abusive language, threats, or dissemination of prohibited content. Chat communications may be temporarily accessible to users and LockWars moderators during the active duration of a lobby. These communications are not stored beyond the relevant contest and may be reviewed in real-time for moderation or compliance purposes, but are not retained post-contest. LockWars reserves the right to monitor, moderate, review, edit, or remove chat communications at its sole discretion and to suspend or terminate accounts of users who violate conduct standards.

In addition, you agree not to engage in any activity that violates these Terms, applicable laws, or the integrity and security of the LockWars platform. The Services are provided solely for your personal, lawful, and non-commercial use. Any misuse or unauthorized use of the Services is strictly prohibited.

Prohibited conduct includes, but is not limited to:

(a) copying, duplicating, or reproducing any part of the Services except as expressly permitted by these Terms;

(b) selling, sharing, transferring, sublicensing, or granting access to your account to any third party;

(c) reverse engineering, decompiling, disassembling, decoding, or otherwise attempting to derive or access the source code or underlying structure of the platform or app;

(d) removing, altering, obscuring, or tampering with any proprietary notices, copyright, trademark, or intellectual property marks displayed in the Services;

(e) renting, leasing, lending, sublicensing, or otherwise making the Services available to others for commercial use;

(f) bypassing, disabling, or interfering with any security features or access controls implemented by LockWars;

(g) impersonating any person or entity or misrepresenting your identity or affiliation;

(h) using the Services to violate any applicable local, state, federal, or international law or regulation;

(i) attempting to disrupt, overload, interfere with, or impair the operation or integrity of the Services, including submitting malicious code or performing denial-of-service attacks;

(j) scraping, crawling, indexing, harvesting, or collecting data from the Services using automated tools without prior written consent;

(k) accessing or attempting to access areas of the Services or servers not intended for public use or for which you lack authorization;

(l) introducing viruses, malware, or other harmful or disruptive code into the Services;

(m) attempting to interfere with the fairness or outcome of any contest, including colluding with others, exploiting technical vulnerabilities, or violating contest rules;

(n) engaging in any conduct that harms, threatens, harasses, or abuses other users, or that LockWars deems harmful to the platform or its reputation.

LockWars reserves the right to suspend, restrict, or permanently terminate your account if you violate this section, and may pursue legal remedies including cooperation with law enforcement where applicable. Any attempt to interfere with or undermine the legitimate operation of the Services may constitute a violation of criminal or civil law, and LockWars reserves the right to seek damages or equitable relief to the fullest extent allowed by law.

19. FRAUD PREVENTION AND SECURITY

LockWars employs commercially reasonable measures to prevent fraud and ensure the integrity of its contests, including identity verification, device fingerprinting, geo-location validation, and monitoring of transactional patterns. By participating in the Services, you consent to these security measures and acknowledge that LockWars may suspend or terminate accounts suspected of fraudulent behavior.

LockWars reserves the right to cooperate with law enforcement, regulatory agencies, and third-party fraud prevention partners in investigating potential fraud, illegal activity, or violations of these Terms.

20. ACCOUNT FUND FORFEITURE

In the event LockWars terminates your account for cause, including violation of these Terms or applicable law, any non-withdrawable credits, tokens, promo funds, or contest entries may be forfeited at LockWars's sole discretion. Withdrawable cash balances may be returned, minus any amounts owed to LockWars for damages, penalties, or other liabilities arising from your conduct.

21. INTELLECTUAL PROPERTY AND LICENSE RIGHTS

All intellectual property associated with LockWars—including but not limited to trademarks, service marks, logos, proprietary software, content, design elements, and platform architecture—remains the exclusive property of LockWars or its licensors. By using the Services, you are granted a personal, limited, revocable, non-sublicensable, non-transferable license to access and use the Services solely for your private, non-commercial entertainment purposes and in compliance with these Terms.

You may not: (a) modify, adapt, copy, reproduce, distribute, publicly display, publicly perform, republish, download, store, transmit, sell, lease, or otherwise exploit any content or functionality of the Services for any commercial purpose; (b) decompile, reverse engineer, disassemble, or attempt to derive source code from any part of the Services except where explicitly permitted by law; (c) remove, alter, obscure, or deface any copyright, trademark, or proprietary notices; or (d) transfer, assign, sublicense, or otherwise make available the Services or content to any third party.

Unauthorized reproduction, distribution, modification, reverse engineering, or commercial exploitation of any LockWars content or functionality is strictly prohibited.

22. COPYRIGHT INFRINGEMENT CLAIMS

If you believe that any content accessible through the Services infringes your intellectual property rights, you may notify LockWars by sending a written notice to support@lockwars.com

including a description of the alleged infringement and sufficient information to identify and locate the content. LockWars reserves the right to remove content or disable access at its sole discretion.

23. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless LockWars, its affiliates, officers, directors, employees, contractors, licensors, and agents from and against all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to your use of the Services, violation of these Terms, violation of applicable law, or infringement of any third-party rights.

24. PUBLICITY AND PROMOTIONAL PARTICIPATION

By entering a contest or promotion hosted by LockWars, and in the event you earn a reward, you grant LockWars the right to use your name, username, likeness, photograph, and the city and state of your residence, along with any statements you make about LockWars or your experience, for marketing, promotional, or publicity purposes. This permission is granted worldwide, across any media or format now known or developed in the future, without any additional compensation, for as long as permitted by law.

You agree to reasonably cooperate with LockWars, at no cost to you, in promotional activities we may arrange, which could include interviews, photography, video recordings, or appearances in LockWars marketing materials. If requested, you may be asked to wear LockWars-branded clothing or accessories provided by us for promotional purposes, and to sign any necessary releases or documentation confirming these rights.

During any LockWars-sponsored event, activity, or promotion, you agree not to wear or display branding, logos, or promotional materials for competitors or other fantasy sports operators. You also agree not to engage in behavior that, in LockWars's reasonable judgment, could harm the reputation of LockWars or its affiliates. If you violate this requirement, LockWars reserves the right to withhold or reclaim any rewards.

You represent that any submission, lineup, or content you provide as part of a contest or promotion is entirely your original work and does not infringe on the rights of others. By submitting such content, you irrevocably transfer to LockWars all ownership rights, including intellectual property rights, in that content. To the extent allowed by law, you waive any moral rights you may hold, and you agree to sign any necessary documents or take steps requested by LockWars to secure our ownership and ability to use such content in any lawful manner.

25. MODIFICATIONS TO THE SERVICES OR TERMS

LockWars reserves the right to amend, modify, update, suspend, or discontinue any aspect of the Services or these Terms at any time in its sole discretion. We will post any changes to the Terms on the LockWars platform or website, and such changes shall become effective immediately upon posting. Your continued use of the Services after any modifications signifies your acceptance of the updated Terms.

26. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. LOCKWARS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LOCKWARS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF MALICIOUS CODE, OR THAT DATA PROVIDED WILL BE COMPLETE, ACCURATE, OR TIMELY.

LOCKWARS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE ACCESS TO THE SERVICES OR ANY CONTEST, AND YOU ACKNOWLEDGE THAT THE SERVICES MAY BE UNAVAILABLE FROM TIME TO TIME DUE TO SCHEDULED MAINTENANCE, SYSTEM UPGRADES, TECHNICAL FAILURES, INTERNET DISRUPTIONS, ACTS OF GOD, OR OTHER CIRCUMSTANCES BEYOND LOCKWARS'S REASONABLE CONTROL. LOCKWARS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM THE UNAVAILABILITY, SUSPENSION, OR DISCONTINUATION OF THE SERVICES OR ANY CONTEST.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOCKWARS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LOCKWARS'S TOTAL LIABILITY EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU PAID TO LOCKWARS IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

27. FORCE MAJEURE

LockWars shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, strikes, supply chain interruptions, utility failures, internet outages, or actions of government or regulatory authorities.

28. DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER

All disputes, claims, or controversies arising out of or relating to these Terms, the Services, your use of the LockWars platform, contest participation, or any other dealings between you and LockWars (including claims under federal or state statutory law, tort claims, and contract disputes) shall be resolved exclusively through final and binding arbitration.

The arbitration will be administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitration Rules, as appropriate, excluding any rules or procedures permitting class actions. The JAMS rules may be accessed at http://www.jamsadr.com/ or by calling JAMS at (800) 352-5267.

The arbitration shall be conducted by a single arbitrator. Hearings, if any, will be held by teleconference or videoconference, unless the arbitrator determines upon request by you or LockWars that an in-person hearing is appropriate. Any in-person hearing will be conducted at a location reasonably convenient to both parties, considering travel ability and other relevant factors. If the parties cannot agree on a location, the arbitrator shall determine it.

If you demonstrate that the costs of arbitration would be prohibitive compared to litigation, LockWars will pay as much of the JAMS filing, administrative, and arbitrator fees as the arbitrator deems necessary to ensure the arbitration is not cost-prohibitive. The arbitrator shall be bound by these Terms (except to the extent inconsistent with applicable law) and shall have authority to award monetary damages, declaratory or injunctive relief, or specific performance as warranted by the individual claim before the arbitrator.

The arbitrator's award shall be final and binding, subject only to limited judicial review under the Federal Arbitration Act, and may be entered and enforced in any court of competent jurisdiction.

You hereby waive the right to a jury trial and agree that any claims must be brought individually and not as a class action, representative action, or consolidated proceeding.
If the arbitrator finds the substance of your claim or the remedy you seek to be frivolous or brought for an improper purpose, LockWars may seek an award of arbitration-related fees and costs under the applicable JAMS Rules.

Notwithstanding the foregoing, nothing in this arbitration provision precludes you from bringing issues to the attention of federal, state, or local government agencies, or from seeking public injunctive relief in a court of law where such right cannot be waived under applicable state law.

You have the right to opt out of the arbitration agreement set forth in this Section. To do so, you must send a written notice of your decision to opt out to support@lockwars.com within thirty (30) days of the date you first access or use the Services. Your opt-out notice must include your full name, username, mailing address, and a clear statement that you wish to opt out of the arbitration agreement. If you timely opt out of arbitration, you will retain the right to litigate disputes in a court of law, but you agree to waive the right to a jury trial and any right to

participate in a class action, representative action, or consolidated proceeding. All other provisions of these Terms will remain in full force and effect.

29. TERMINATION AND ACCOUNT SUSPENSION

LockWars may suspend, restrict, or terminate your account, access, or privileges at any time, with or without prior notice, for any reason including but not limited to violation of these Terms, suspected fraud, illegal activity, or conduct deemed harmful to the platform or its users. Upon termination, all licenses granted under these Terms shall immediately cease. Users may request account deletion as described in our Privacy Policy.

30. SURVIVAL OF TERMS

Upon termination of your account or these Terms, all provisions that by their nature should survive termination, including but not limited to intellectual property rights, disclaimers, limitations of liability, indemnification, arbitration provisions, and governing law clauses, shall remain in full force and effect.
If any provision of these Terms is held by a court or arbitrator to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

31. GOVERNING LAW AND VENUE

These Terms and all claims arising under them shall be governed by the laws of the State of California, without reference to its conflict of law provisions. Any action to enforce these Terms, subject to the arbitration provision above, shall be filed in the state or federal courts located in Sacramento County, California, and you consent to personal jurisdiction and venue in such courts.

32. LEGAL CLASSIFICATION OF CONTESTS

LockWars offers lawful skill-based fantasy sports contests and does not constitute gambling, wagering, or games of chance under applicable state or federal laws. Participation is solely for lawful entertainment and competitive purposes. LockWars contests are skill-based, peer-oriented competitions in which contest rewards are determined by the collective skill of each LockWars team in constructing accurate lineups under predefined scoring formats. While real-world athlete statistics are used solely to assess the accuracy of submitted lineups, rewards are not based on those statistics themselves, but on the team's ability to strategically construct lineups that meet LockWars' performance thresholds.

LockWars contests are expressly designed to fall within the fantasy sports exemption under the Unlawful Internet Gambling Enforcement Act (UIGEA), 31 U.S.C. § 5362(1)(E)(ix). To comply with this federal exemption, LockWars satisfies all three statutory requirements:

1. Rewards are established and disclosed in advance of each contest and are not determined by the number of entrants or any pooled amount of fees paid.

2. Winning outcomes in LockWars contests reflect the relative skill and knowledge of participants and are determined by the team's collective ability to strategically collaborate in constructing accurate lineups through skillful forecasting of real-world athlete performance. This includes consideration of relevant factors such as matchups, injuries, statistical trends, and scoring format alignment, as well as collaborative dynamics such as data analysis, interpersonal decision-making, and adherence to internal lineup restrictions.

3. Winning outcomes are not based on the score, point spread, or performance of a single real-world team or athlete, but instead on the performance of multiple real-world athletes across multiple real-world teams.

In addition, LockWars contests do not involve:

- Peer-to-peer cash wagering
- Odds-based outcomes
- Player prop bets or single-event betting
- Pooled prize structures

All contests are individually entered, individually scored, and individually awarded based solely on the accuracy of submitted team-based lineups in accordance with the platform's skill-based scoring criteria. LockWars is fully aligned with the legal definition of fantasy sports under UIGEA and does not offer games of chance or illegal gambling activities.

33. USER FEEDBACK LICENSE

By submitting feedback, suggestions, or ideas to LockWars, you grant LockWars a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, reproduce, modify, publish, and otherwise exploit such feedback for any lawful purpose without compensation or acknowledgment.

34. CONTACT INFORMATION

For questions about these Terms or the Services, please contact LockWars Support at support@lockwars.com