

# The Prop Professor Terms of Service

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Welcome to The Prop Professor, LLC, a Delaware limited liability company (“The Prop Professor,” “we,” “our” or “us”), a platform utilizing mathematical techniques and statistical analysis to aid sports bettors in their betting activities (the “Service”). The websites and software applications governed by this policy include [www.PropProfessor.com](http://www.PropProfessor.com) (the “Site”).

The Service and the Site are available to each user that engages with us (aa “User,” “you” or “your”). By using the Service, you are subject to the following Terms of Service (the “Terms”). Every time you visit or use features of the Service, you agree to be bound by these Terms. These Terms outline your rights, obligations, and restrictions regarding your use of the Service, please read them carefully. If you do not agree to be bound by the Terms and all applicable laws, you should discontinue use of the Service immediately. The Prop Professor may modify the Terms from time to time and each modification will be effective when it is posted on the Site. You agree to be bound to any changes to the Terms through your continued use of the Service.

In addition to these Terms, we have adopted The Prop Professor Privacy Policy. Please read our Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information.

## 1. OUR SERVICES & YOUR ACCOUNT

You do not need an account to browse our Site or to use the free version of the Service. However, to access certain features of the Service, you must first create an account by following the prompts on our platform (your “Account”). To complete your account, you must register using a single sign-on account (“SSO”). Our Site offers you the opportunity to use the SSO services offered by Google, LLC, Amphitheatre Parkway, Mountain View, CA 94043, USA (“Google”). Google’s Privacy Policy and Terms of Use apply to the registration and use of the Google SSO service, see <https://policies.google.com/privacy/>. Please note that the registration for and the use of SSO services are subject to the Google privacy policy and terms of use, which are beyond our control. Please refer to our Privacy Policy for information about how we protect your personal information. As a User, you are responsible for ensuring that any personal information you provide is accurate and up to date. The Prop Professor reserves the right to verify the accuracy of the information you provide at any time. You agree to notify The Prop Professor immediately if you believe your identifying information has been lost, stolen or otherwise compromised. You will be held responsible for any activity that occurs under your Account. Once you have an Account, you may adjust your profile settings and start your subscription process with us.

The Prop Professor, the Site, and the Service provide, as applicable, a User with access to information regarding major sports leagues, select sportsbooks, and proprietary modules for the consumption of such information. The Prop Professor, the Site, and the Service do not host sports betting and do not collect funds for the purpose of making sports bets. The Services are offered for informational and entertainment purposes only and The Prop Professor is not responsible or liable for any errors or omissions and makes no claims regarding the Service’s accuracy or completeness.

As part of the Service, upon account creation, The Prop Professor grants to User a non-exclusive, non-transferable, non-assignable right to use the Service, as per these Terms. User acknowledges that the Service is a cloud-based and hosted service. The Service shall be used by User for such User's own purposes and use of the Service does not convey any right, title, or interest in the Service or The Prop Professor platform to User.

Except as required to deliver the Services or as otherwise required by law, The Prop Professor shall not grant any third-party access to your Account.

User shall notify The Prop Professor, by email at [admin@propprofessor.com](mailto:admin@propprofessor.com), immediately upon any loss or disclosure, whether voluntary or otherwise, of such User's account password or access.

Users shall provide, at User's own expense, all necessary hardware, applications, and internet connectivity necessary to access the Service. User acknowledges that the internet can be unpredictable in performance, unsecure and may, from time to time, impede access to the Service or performance hereunder. Users agree that The Prop Professor is not responsible for any internet outages, unsecure WIFI or other connections or any other interference with User's use of or access to the Services or security breaches arising from any User device and User waives any and all claims against The Prop Professor in connection therewith.

## **2. USER ELIGIBILITY**

Account holders include two categories of people, those who are located in jurisdictions with limited sports betting legality and those who are not subject to such limitations. If User is located in a jurisdiction with limited sports betting legality, User must review these Terms with such limitations in mind. It is your responsibility to research applicable laws and regulations and abide by such laws and regulations. User affirms that such research has been conducted and that User shall not use the Service for any illegal purpose or to support, facilitate or further any illegal sports betting.

Each User hereby warrants that they are of a legal age to participate in sports betting in their jurisdiction. Depending on a User's jurisdiction, such requirements typically range between 18 and 21 years old. It is a User's responsibility to determine such User's requirements. In any case, the User affirms to be over the age of 18, as the Services are not intended for children under 18.

## **3. FEES AND PAYMENT**

The Service is provided pursuant to a tiered subscription model and at the rates as set forth on the Site. Access to the Service requires User to pay fees that correspond with User's chosen subscription tier. Information regarding subscription levels is found here: <https://www.propprofessor.com/#subscribe>.

User shall authorize The Prop Professor and The Prop Professor's third-party partners, such as Stripe, to collect payment of fees from a credit card, debit card or other means of payment; User authorizes The Prop Professor to charge all fees and other amounts owing hereunder from such payment method.

Without limitation, The Prop Professor reserves the right to suspend the Service until all fees or other amounts owing hereunder are paid in full or terminate your access to the Service for late payment.

Fees quoted do not include, and User shall pay, and hold The Prop Professor harmless from all sales, use, gross receipts, value-added, personal property or other taxes, and all applicable duties, assessments, or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of The Prop Professor. All fees are non-refundable.

The Prop Professor reserves the right to change the fees for its Services from time to time. User will be notified of any change to existing fees at least thirty (30) days before the fee change goes into effect. If a fee increase or change to these Terms is not acceptable to User, User may cancel the Service as provided herein prior to the time when such fee increase or change to these Terms takes effect. User's continued use of the Service beyond the cancellation window constitutes User's agreement to such changes. If The Prop Professor is unable to collect fees due because of insufficient funds or for any other reason, User must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees, or charges for return items, plus interest at the lesser of 18% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection as permitted by law.

#### **4. TERMINATION.**

We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. All provisions of these which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Should you decide to terminate access to the Service, User must login to User's account and follow the prompts to cancel the User's subscription, and thereby, the User's account. Following cancellation, a User shall retain access until the end of period for which they have paid. The Prop Professor shall not refund a User any fees in the event of termination or cancellation for any reason.

#### **5. ACCOUNT DATA**

##### *Accuracy*

Users have the sole responsibility for the accuracy, appropriateness, and completeness of all provided data. The Prop Professor will use the data it is provided in performing the Service and is not responsible for reviewing, validating, or otherwise confirming the accuracy, appropriateness, or completeness of provided data.

##### *Feedback*

In the event that User provides The Prop Professor any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Service (collectively "Feedback"), User agrees that

The Prop Professor may use the Feedback to modify the Service and that User will not be due any compensation, including any royalty related to the product or service that incorporates the Feedback. User hereby grants The Prop Professor a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made, and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether User provides the Feedback on the Services or through any other method of communication with The Prop Professor.

### *Limitations*

User shall not enter or provide any data: (i) that User does not have the lawful right to copy, transmit, distribute, and display (including any User data that would violate any confidentiality or fiduciary obligations that User might have); (ii) for which User does not have the consent or permission from the owner of any personally identifiable information; (iii) that infringes, misappropriates or otherwise violates any intellectual property rights or violates any privacy rights of any third party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; (vi) that violates, or encourages any conduct that would violate, any laws or regulation or would give rise to civil or criminal liability; or (vii) that contains any viruses, trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

## **6. RULES OF CONDUCT**

As a condition of use, you represent, warrant and covenant not to use the Service for any purpose that is prohibited by these Terms or applicable laws, rules, and regulations applicable to you. You are responsible for all of your activity in connection with the Service.

Access to and use of the Service is limited to Users with a registered account, holding individual login credentials. User shall not share login credentials with any other person. Should User become aware that login information has been breached, User shall (i) immediately notify The Prop Professor, and (ii) update User's login credentials.

You shall not (directly or indirectly): i. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure; ii. interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; iii. bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); iv. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site for the purpose of data collection without our prior written permission; v. harvest or scrape any Content from the Service; vi. otherwise take any action in violation of our guidelines and policies; vii. decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; viii. modify, translate, or

otherwise create derivative works of any part of the Service; or ix. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to: i. satisfy any applicable law, regulation, legal process, or governmental request; ii. enforce these Terms, including investigation of potential violations hereof; iii. detect, prevent, or otherwise address fraud, security, or technical issues; iv. respond to user support requests; or v. protect the rights, property or safety of us, our users and the public.

### *Errors*

User shall immediately notify The Prop Professor of any errors by The Prop Professor or third-party service provider in the supply or use of the Services. Where practicable, The Prop Professor shall use commercially reasonable efforts to investigate errors but makes no representation as to its ability to correct the error. User shall provide The Prop Professor with any information necessary to investigate an error.

## **7. THIRD PARTY LINKS**

The Service and Site may link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Service. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## **8. INTELLECTUAL PROPERTY RIGHTS**

We and our licensors own and retain all proprietary rights in the Service. The Service or any portion of the Service may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of The Prop Professor. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of The Prop Professor without express written consent. You may not use any meta tags or any other “hidden text” utilizing The Prop Professor’s name or trademarks without the express written consent of The Prop Professor. You may not (directly or indirectly) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or underlying ideas or algorithms of any part of the Service, or modify, translate, or otherwise create derivative works of any part of the Service. Any modification of content, or any portion thereof, or use of the content for any other purpose constitutes an infringement of trademark or other proprietary rights of The Prop Professor or third parties, and any unauthorized use terminates the permission to use the Service granted by The Prop Professor.

All content included on this Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of The Prop Professor or its content/software suppliers or third-party partners and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of The Prop Professor and protected by U.S. and international copyright laws. All software used on this site is the property of The Prop Professor or its software suppliers or third-party partners and protected by United States and international copyright laws.

The marks, whether registered or unregistered, appearing on this Service, including but not limited to The Prop Professor and any respective logos, emblems, slogans and designs, are trademarks of The Prop Professor. All other marks used on this Service are the property of their respective owners.

## **9. INDEMNIFICATION**

You agree to indemnify and hold The Prop Professor, its parent, subsidiaries, affiliates, directors, officers, agents, and other partners and employees, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your account, use of the Service, or violation of the Terms. This defense and indemnification obligation will survive these Terms and your use of the Service.

## **10. DISCLAIMER & LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE PROP PROFESSOR MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED. THE PROP PROFESSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AS TO THE CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE. FOR AVOIDANCE OF DOUBT, THE DISCLAIMERS SET FORTH HEREIN DO NOT LIMIT ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY THE PROP PROFESSOR IN THIS AGREEMENT.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE PROP PROFESSOR BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE PROP PROFESSOR TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU TO THE PROP PROFESSOR IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

While we strive to protect your information in accordance with our Privacy Policy, The Prop Professor cannot be liable for the privacy of personal information collected or stored on the Service, or otherwise connected with your use of the Service.

## **11. JURISDICTION AND SEVERABILITY**

The Prop Professor operates the Service from within the United States. The Prop Professor makes no representations that content and materials on the Service are legal or appropriate for use from outside the United States. If you choose to access the Service from other locations, you do so at your own risk and are responsible for compliance with any and all local laws. You may not use the Service in violation of U.S. export laws and regulations.

These Terms will be governed by and construed in accordance with the laws of the state of Illinois. Any action brought to enforce these Terms or matters related to the Service will be brought in either the State or Federal Courts of the state of Illinois. Any claim or cause of action you have with respect to use of the Service must be commenced within one (1) year after the claim arises. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

If any provision of these Terms is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from these Terms and the remaining provisions of these Terms will remain in force.

## **12. MISCELLANEOUS**

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

Assignment. These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

Notices. Unless otherwise specified in these Term, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by

recognized overnight delivery service. Electronic notices should be sent to [admin@propprofessor.com](mailto:admin@propprofessor.com).

No Waiver. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

Headings. The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

### **13. HOW TO CONTACT US**

If you have any questions about these Terms, please contact us at [admin@propprofessor.com](mailto:admin@propprofessor.com)