



Terms of Use of FantaZ.com

Last Updated: 02/15/2020

1 **General Terms of Use**

- 1.1 Terms of Use Binding.** The Terms of Use and all other obligations and rules detailed in writing on the Site, including but not limited to the FantaZ Business Owner ("ZBO") Terms and Conditions (collectively, all obligations and rules of the Site represent the "Terms of Use") are by and between Fanta-Z Holdings, LLC, a Delaware LLC, d/b/a FantaZ.com (each, "the Site," "Us," or "We") and everyone who uses the Site (each, "You," "User," or "Player"), including, but not limited to, Guests, Visitors, Players/Customers, Z-Guest, Z-Members, ZBOs, Pro ZBOs, and Expert ZBOs (as defined herein). By using the Site, creating an account, and/or participating in any game, tournament, or service offered on the Site, You accept and agree to be bound by all terms, conditions and notices contained or referenced on the Site, including the most current version of the Terms of Use. References to the Site include both the world-wide web ("www") site and applications (mobile or otherwise) provided by Us.
- 1.2 Entire Agreement.** The Terms of Use constitute the entire agreement between You and Us pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.
- 1.3 No Waiver.** No waiver of any of the provisions of the Terms of Use shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuous waiver unless otherwise expressly provided.
- 1.4 Severability.** If any portion of the Terms of Use is deemed void or unenforceable, then that provision will be deemed severable from the Terms of Use and shall not affect the validity and enforceability of the remaining provisions, which will remain in full force and effect.
- 1.5 Governing Law and Disputes.** The Terms of Use will be governed and construed in accordance with the laws of the State of Nevada, except for disputes arising out of or otherwise connected to third-party affiliates where white-labeling of FantaZ is performed, which will be solely and completely governed by the law of the State of record for the third-party site, irrespective of any principles of conflicts of law.
- 1.6 Acceptance by Usage.** By visiting this Site, registering for an account, participating in any tournament offered on the Site, or otherwise availing Yourself to any content or features of the Site, You agree that any dispute that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action. No class action, or other representative action or private attorney general action or joinder or consolidation of any claim with the claim of another person or class of claims is allowable.
- 1.7 Jurisdiction and Venue.** You further agree that any legal action arising from any dispute shall proceed only in the state or federal courts located in Clark County in the State of Nevada, and You hereby submit to personal jurisdiction of the State of Nevada and venue in such courts for the purposes of litigating any such action.

Where Skill Pays™



1.8 Arbitration. As a condition of participating in any tournament, participants agree that: (i) determinations by FantaZ are final as the rules or interpretation thereof, questions, answers, play, or outcome of any tournament on the Site; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Site or any game or tournament thereon, or any prizes on the Site, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the rules of the American Arbitration Association. Arbitration will take place in Cook County, Nevada; (iii) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event will attorneys' fees be recoverable; and (iv) under no circumstances will a participant be permitted to seek recovery for, and participant hereby waives all rights to claim punitive, exemplary, incidental, and consequential damages, and any other damages and waives any and all rights to have damages multiplied or otherwise increased. Notwithstanding this arbitration provision, FantaZ may still pursue injunctive relief against any person violating these Terms of Use or other Site policies.

1.9 Modification. The Terms of Use cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with the Site. With the exception of section 1.8 (which may only be modified by way of mutual consent), the Site may modify the Terms of Use at any time. Your continued use of the Site following such modifications signifies Your acceptance of those modifications. You are responsible for reviewing the Terms of Use periodically for any such modifications.

2 Eligibility

2.1 U.S. Person. All references to "the U.S.A." or "U.S." include the 50 states, District of Columbia, Puerto Rico, and any other territory of the United States of America. A "U.S. Person" is a person either physically present or who resides in the U.S.A. In order to register, open an account, or participate in any tournament offered on the Site, You as a U.S. Person must: (i) be a natural person at least 18 years of age or older; (ii) be a resident of the U.S.A. and not currently residing in a Prohibited Jurisdiction; (iii) be physically located within the U.S.A. and not physically in a Prohibited Jurisdiction; (iv) be physically located in a U.S.A. state in which participation in the tournament You select on the Site is unrestricted by law; and (v) at all times abide by the Terms of Use. By using or accessing the Site, You represent and warrant that You have the right, authority, and capacity to enter into this agreement and abide by all the Terms of Use.

2.2 Prohibited Jurisdictions. If You reside in or are physically present in a territory of the U.S.A. which is not a state (including Puerto Rico, District of Columbia, and Guam) or any of the states listed as "Prohibited States" at <https://www.fantaz.com/terms/restricted-states> You cannot participate in games or tournaments having a cash entry fee and a prize (collectively referred to as "Prohibited Jurisdictions").

2.3 Limited Jurisdictions. If You reside in or are physically present in any of the states listed as "Limited States" at <https://www.fantaz.com/terms/restricted-states> cannot participate in certain games or tournaments and will be refused entry into certain types of tournaments (as described therein or otherwise restricted by the Site) having a cash entry fee and a prize (collectively referred to as "Limited Jurisdictions").



- 2.4 Non-U.S. Person.** If You are not a U.S. Person, to be eligible to register and open an account and/or participate in any free or cash tournament offered on the Site, You must: (i) be a natural person at least 18 years of age or older; (ii) be physically located in a jurisdiction in which participation in the tournament You select on the Site is unrestricted by law; and (iii) at all times abide by the Terms of Use. By using or accessing the Site, You represent and warrant that You have the right, authority, and capacity to enter into this agreement and abide by all the Terms of Use.
- 2.5 Other Non-Eligible Persons.** FantaZ may prohibit the following persons from receiving any prize offered on the Site: employees, officers, and directors of the Site, its parent companies, subsidiaries, and affiliates; any person owning, directly or indirectly, more than 3% of the outstanding membership interest of FantaZ, and any other person with access to non-public information regarding the operation of any tournament offered on the Site, or an immediate family member of any such person. For purposes of this section, immediate family members include parents, siblings, spouses, children, or any other person permanently residing in the same household with such person.
- 2.6 Multiple Registrations Per Person.** We restrict registrations to one account per natural person, regardless of whether the registration is individual or a corporation, trust, LLC, or other legal entity, for registrations on or after June 1, 2017 FantaZ may fully or partially waive this provision for one or more natural persons at its sole discretion. Regardless if multiple registrations are permitted for a natural person, a natural person may not participate under multiple registrations (including using the account of another, with or without authorization) in the same tournament. If a Player violates this provision:
- (a) Player and FantaZ recognize that FantaZ will suffer damages, in the form of loss of reputation for integrity, liability to third parties, and other related damages, for such violation. Player and FantaZ recognize that the exact amount of such damages incurred by FantaZ as a result of a breach of this section, and agree that, if Player violates this section 2.6, the Player shall pay FantaZ liquidated damages in the amount of the greater of (i) the total balance in each of Player's Z-Wallets plus all prizes received by any account of Player during the times of such violation or (ii) the entry fees for all players in all such tournaments where Player competed under multiple registrations.
 - (b) FantaZ may, at its sole discretion, close or freeze any account in violation thereof and retain all funds in the Z-Wallet.
 - (c) In addition to the liquidated damages provision herein, FantaZ may also seek equitable relief against any Player violating this section 2.6.
- 2.7 Multiple Registrations per IP Address.** If a Player establishes more accounts per residential IP address than there are eligible players in such household, and such accounts participate in the same tournaments, FantaZ may presume that such accounts are in violation of section 2.6.
- 2.8 No Bots.** You shall not register or participate in any tournament or game using any robot, "bot," macro, script, computer program, or other automatic system in which You do not directly control the participation in the tournament or game. You may

only play games or tournaments on the Site through the interface(s) of the Site created by Us. You shall not bypass or override the interface(s) of the Site or individual games or tournaments.

2.9 No Attempt to Bypass. You shall not attempt to bypass or disable any system of the Website that prevents multiple registrations, robots, or other anti-fraud measures of the Website.

3 Termination and Deactivation of Accounts

3.1 Account Termination for Inactive Accounts. For the purpose of this subsection, an inactive account is any account in which, for six consecutive months, You have not: (i) logged in; (ii) played any games; (iii) had no deposits or withdrawals to Your Z-Wallet; and (iv) paid a sign-up fee or annual renewal ZBO fee for the current time period.

(a) For any inactive account in which the Z-Wallet has a balance of zero or lower, the Site reserves the right to terminate the account.

(b) For any inactive account in which the Z-Wallet has a balance of more than zero, the Site may, but is not required to: (1) charge an account maintenance fee of the lesser of \$3.50 per month or the maximum allowable by applicable law; or (2) terminate the inactive account and refund the Z-Wallet balance to You in accordance with the Z-Wallet withdrawal policies.

If Your account is deactivated in this manner, You may be contacted by Us to encourage You to revisit the Site. If You visit the Site after Your account is deactivated, You may be required to open a new account in order to play games on the Site.

3.2 Termination at FantaZ's discretion. The Site reserves the right **FOR ANY REASON** to terminate Your account or limit and/or prohibit Your participation in any game, tournament, or tournament type. We will refund all prepaid tournament entry fees to Your Z-Wallet, as well as refund the balance of Your Z-Wallet to You in accordance with FantaZ's withdrawal policies, as long as Your termination does not arise out of the following violations: (i) applicable law; (ii) these Terms of Use; (iii) the ZBO Terms and Conditions; or (iv) other policies of the Site (collectively, "Violations").

3.3 Termination for Violations. At the occurrence of any Violations, FantaZ may terminate Your account and hold all prepaid tournament entry fees and funds in Your Z-Wallet as an offset against monies due to FantaZ. If FantaZ determines the balance of Your Z-Wallet and prepaid tournament entry fees exceeds the money due to FantaZ, FantaZ shall refund the balance to You within ninety (90) days of the conclusion of its investigation.

3.4 Voluntary Termination. If You voluntarily terminate Your account, FantaZ shall refund the balance of Your Z-Wallet to You in accordance with FantaZ's withdrawal policies.

3.5 Result of Termination. If You are a ZBO and Your account is voluntarily or involuntarily terminated, Your Z-Business is also terminated, and Your downline will be permanently compressed up to Your sponsor in accordance with the ZBO Terms and Conditions.

4 Taxes

4.1 W-9. To register on the Site, You may be required to complete an electronic W-9 and provide a Social Security Number or other Taxpayer Identification Number.



- 4.2 **Backup Withholding.** If You do not certify that You are not subject to backup withholding, or do not provide a valid Social Security Number or other Taxpayer Identification Number, or the IRS notifies us to backup withhold, We will withhold taxes from all payments to You in accordance with applicable law and remit such payments to the Internal Revenue Service.
- 4.3 **Tax Information Form.** In compliance with applicable law, We may send an IRS Form 1099, W-2G, or other appropriate information form to any person who receives payments from Us in excess of the minimum amount required by law for such information forms to be sent. Depending on the jurisdiction in which You reside, We may also send You additional tax forms for Your state.
- 4.4 **Requirement to Pay Applicable Taxes.** You shall pay income taxes on all payments from Us in compliance with applicable law, regardless of whether or not We send You appropriate information form(s).
- 4.5 **No Other Withholdings.** Except as specified herein and required by applicable law, We do not withhold any taxes on payments to You and You remain solely responsible for paying all federal and other taxes in accordance with the laws that apply in Your local, state, province, and/or country of residence. Even if We are legally obligated to withhold taxes, and, for any reason We fail to do so, You are not relieved of Your obligation to pay Your taxes.
- 5 **Intellectual Property**
- 5.1 **Submissions.** Any communication or material You transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, are and will be treated as non-confidential and non-proprietary. Anything You transmit or post may be used by the Site or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, Site promotion, marketing, and posting. Furthermore, the Site is free to use any ideas, concepts, know-how or techniques contained in any communication You send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information, without any additional compensation or other liability or obligation whatsoever to You. If You submit a proposed game to FantaZ through a section of the FantaZ Website designed to accept submissions of proposed games, Your submission is governed by the terms of that section.
- 5.2 **Games.** All games and tournaments, including the copyrights, trademarks, and/or patents thereon, on the Site are the property of Us or the licensors from whom We acquired permission to use the game or tournament. You may not copy, reproduce, reverse engineer, modify, or otherwise reuse any game or tournament on the Site.
- 5.3 **Acknowledgment of Proprietary Rights.** By registering for an account and/or participating in any tournament offered on the Site, You acknowledge that all information contained on the Site may be protected, in all forms and media, by one or more valid copyrights, patents, trademarks, trade secrets, or other proprietary rights, and that all such rights are owned by the Site. You may not modify, publish, participate in the transfer or sale of, create derivative works from, or in any way exploit this information. The Site neither warrants nor represents that Your use of materials displayed on the Site will not infringe rights of third parties.



- 5.4 Use of Certain Marketing Tools.** The Site offers certain videos, links, and other marketing tools that it permits You to reproduce or link to for the purpose of promoting the Site. You agree that if You elect to copy or otherwise reproduce such marketing tools, You shall only do so in full and without modification, in compliance with the policies set forth with such tools, and for the designated purpose of Site promotion. **You understand that many of these tools contain important legal disclaimers and that You may violate applicable law by not providing the full version of the video or other marketing tools when promoting the Site. False or misleading representations about the skill games of FantaZ and the FantaZ Business Opportunity are serious violations of these Terms of Use, the ZBO Terms & Conditions, and may violate civil or criminal laws. FantaZ may terminate Your account for such Violations.**
- 5.5 Trademarks.** The trademarks, logos, and service marks (collectively the “Trademarks”) displayed on the Site, including the names of all games and tournaments, the Live Game Engine, the Z-Wallet, are registered or unregistered Trademarks of the Site and/or others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use or alter any Trademark displayed on the Site without the written permission of the Site or such third party that owns the Trademark displayed on the Site or the express authorization on a particular page of the Site. Your misuse of any Trademark displayed on the Site, or any other content on the Site, except as provided in the Terms of Use, is strictly prohibited. You are also advised that the Site will aggressively enforce its rights to the fullest extent of the law, including but not limited to, the active pursuit of criminal prosecution and/or civil litigation where appropriate. We may, at our sole discretion, grant a temporary, non-exclusive license to You to use a Trademark for the sole purpose of promoting the Site. As both an express condition of this license and an express covenant of these Terms of Use, You may not alter any Trademarks or incorporate any Trademark into a trademark or logo of Yours. **Violations of this provision are serious violations of these Terms of Use, and FantaZ may terminate Your account for such Violations.**
- 5.6 Digital Millennium Copyright Act (DMCA) Notices.** If You believe that any content on the Site violates the intellectual property rights of a third party, You may file a notice of infringement with Us. You must provide a written communication via postal mail (email communication is not acceptable) that sets forth the items specified below. Please note that You may be liable for damages (including costs and attorney’s fees) if You materially misrepresent that a product or activity is infringing Your copyrights. To expedite our ability to process Your request, please comply with the following format:
- (a) Identify in sufficient detail the copyrighted work that You believe has been infringed upon (for example, “The copyrighted work at issue is the text that appears on http://www.FantaZ.com/bad_page.html”) or other information sufficient to specify the copyrighted work being infringed (for example, “The second photo on the page of ABC ZBO”).
 - (b) Identify the material that You claim is infringing the copyrighted work listed in section 5.6(a) above.

- (c) Provide information reasonably sufficient to permit Us to contact You (email address, phone number, and postal address is preferred).
- (d) Provide information, if possible, sufficient to permit Us to notify the owner/administrator of the allegedly infringing webpage or other content (ZBO or Customer name and username is preferred).
- (e) Include the following statement: “I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.”
- (f) Include the following statement: “I swear under penalty of perjury that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- (g) Sign the paper.
- (h) Send the written communication to the following address: Fanta-Z Holdings, LLC; 2780 S. Jones Blvd; Suite 3431; Las Vegas, NV 89146 with a copy via email to support@fantaz.com

6 Representations and Warranties

6.1 Accuracy of Information. You represent and warrant that all information You supply to the Site is complete, accurate, and current. Knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of Your account, Your Z-Business, and forfeiture of any prizes or winnings.

6.2 Age. You represent and warrant that You are at least 18 years of age.

6.3 Prohibited Jurisdiction. If You are participating in Cash Tournaments or are a ZBO, You represent and warrant that You do not reside in a Prohibited Jurisdiction and that You are not currently physically present in a Prohibited Jurisdiction.

7 Privacy

7.1 Promotional Activities. By registering for an account, You agree that the Site may display Your username and tournament records. By accepting any prize from the Site, You agree to allow the Site to print, publish, broadcast and use, worldwide, in any media and at any time, Your name, picture, voice, likeness, and/or biographical information for promotional, marketing or related purposes without additional compensation.

7.2 Information Required (Non-Cash Players). At registration, You are required to submit the following information: an alias that will be Your username, a password and Your e-mail address. The Site reserves the right, in its sole discretion, to change and/or suspend/terminate aliases as the Site deems fit. You may choose to play games on the Site without ever depositing money into Your account (a "Non-Cash Player", Z-Member, or Z-Guest).

7.3 Information Required (Cash Players). Upon establishing a positive Z-Wallet account for entry fee tournaments, You are required to submit and maintain at all times the following current and correct information: full name, permanent residential address, phone number, Social Security Number or Tax Identification Number. If You fail to provide a valid Social Security Number or Tax Identification Number, We may

either enforce backup withholding and remit such payments to the Internal Revenue Service or refuse to allow You to make withdrawals until You provide a valid Social Security Number or Tax Identification Number.

7.4 Privacy Policy. The Site will not intentionally disclose any personally identifying information about You (including Your Social Security Number, Your e-mail address, Your credit card number, and Your bank account information) to third parties without Your consent except where the Site, in good faith, believes such disclosure is necessary to comply with the law or other contractual provisions of the Site, to enforce the Terms of Use, to collect funds, or in accordance with other rules of the Site. Your acceptance of any prize from the Site constitutes consent for the Site's disclosure of personal information as described in section 1.6. The Site reserves the right to collect general demographic and other market information that does not personally identify You to any person without additional consent. FantaZ utilizes e-mails to notify You of tournament results, commission qualification, bonus qualification, and to inform You of special promotions, events, and policy changes. New Registrants are automatically opted-in to receive all types of FantaZ e-mails. You may opt-in or opt-out of receiving any or all of these types of e-mails at any time by modifying Your preferences under the My Account section of the Website. To view the Site's full Privacy Policy, click Privacy Policy on the bottom of the home page at www.FantaZ.com. Nothing in our Privacy Policy prohibits Us from disclosing information related to any activity that We reasonably believe to be criminal to applicable law enforcement agencies, with or without Your permission and with or without a court order or subpoena.

7.5 Changes. FantaZ reserves the right to change its Privacy Policy at any time by posting the revised policy on the Site.

8 Prizes

8.1 Odds. The results of each tournament offered on the Site depend on the number of the Players participating in such tournament and the skill of the Players in such tournaments; as such, exact odds of winning are unavailable.

8.2 Prizes. Prizes are generally Z-Coin amounts, which are deposited directly into the winner(s) Z-Wallet. The Z-Coin value of prizes offered in each tournament is disclosed at the beginning of such tournaments. No prizes are paid from tournament entry fees; all prizes are paid by FantaZ from its operating funds. At time of withdraw, the Z-Coins are converted to their cash equivalent.

8.3 Declaration of Winners and Payment of Prizes. Winners will generally be declared by the Site immediately after the conclusion of a tournament. In the event of a possible irregularity in a tournament, the Site reserves the right to withhold declaring winner(s) for a reasonable time to conduct an investigation. The Site shall deposit prize winnings to the Z-Wallet(s) of the winner(s) immediately after declaring the winner(s) of each tournament.

8.4 Ties. Unless otherwise specified in the rules of a tournament, the general tiebreaker rule is that if Players are tied for the highest score, the Player who finishes in the shortest amount of time wins. In the event of a tie after applying any tiebreaking rules for the particular tournament (including the rule specified in the previous sentence), the prize(s) will be split equally among the Players tied. If, for example, prizes are

awarded to the top three Players, and two Players tie for first place, the first place prize plus the second place prize will be evenly split among the Players tied for first place and the next highest scoring Player will receive the third place prize. In the event of a tie (after applying any tiebreaking rules for the particular tournament, including the rule located at the beginning of this section) in a tournament with a Non-Cash Prize, We will either: (i) award the Non-Cash Prize to the Player who finished the tournament first or in the shortest amount of time; or (ii) equitably split the Non-Cash Prize among the tied winners. In the event of a dispute as to the winner or the rules, Our decision is final and binding on the participants.

8.5 Cheating or Fraudulent Activity. If, in the sole discretion of the Site, We determine that a Player has cheated or otherwise engaged in fraudulent activity with respect to a tournament (such as, but not limited to, using “bots” or playing with multiple accounts in a single tournament) and won a prize in such tournament, We may deduct the prize from the defrauding Player’s Z-Wallet (or otherwise recover the prize from the defrauding Player) and either award the prize to the next highest scoring Player or refund the tournament entry fees. In the event there are multiple prizes, We would pay the recovered prize to the next highest-scoring Player and equitably adjust all other prizes. (For example, if A won first place with a 20,000 Z-Coin prize, B won second place with a 10,000 Z-Coin prize, C won third place with a 5,000 Z-Coin prize, and D was in fourth place with no prize, and B cheated, the 10,000 Z-Coin prize would be taken from B and 5,000 Z-Coin additional would be given to C, and a 5,000 Z-Coin third place prize would be awarded to D). In no event is FantaZ liable for double payment of prizes if a fraudulently awarded prize cannot be recovered from the defrauding Player.

8.6 Non-Cash Prizes. Certain tournaments may have merchandise or other in-kind Non-Cash Prizes. The following rules apply to Non-Cash Prizes:

- (a) If a tournament has a Non-Cash Prize, a suggested value will be listed on the tournament.
- (b) If a winner does not specify an address for Us to ship the Non-Cash prize within a reasonable time after We notify the winner, We may ship the prize to the primary address in Our file for the winner.
- (c) FantaZ will ship Non-Cash Prizes within the contiguous 48 United States via ground or economy shipping without charge to the winner. The winner is responsible for any additional shipping charges (such as expedited shipping or shipping outside of the contiguous 48 United States).
- (d) If the prize is awarded electronically (such as a game credit, gift certificate, or electronic ticket), FantaZ will provide the prize via electronic mail or make the prize available for printout on the Site.
- (e) If, for any reason, FantaZ is unable to award the winner the Non-Cash Prize, FantaZ may, at its sole option, credit the winner’s Z-Wallet with the suggested value in full satisfaction of the prize.
- (f) FantaZ is never obligated to ship a Non-Cash Prize to a Prohibited Jurisdiction.
- (g) Non-Cash Prizes are offered AS-IS. If a Non-Cash Prize carries a manufacturer’s warranty, it is Your responsibility to deal with the manufacturer on any warranty claims.



(h) Non-Cash Travel Prizes may provide that travel begins and ends at one or more specified times and locations. The winner is responsible for the cost of transportation to the specified location.

8.7 Third Party Partners. Other services may be provided by Third Party organizations through a white-label version of the site. By using the white-label version of the site, You accept the Terms & Conditions, Privacy Policy, and other policies, terms, conditions, rules, and requirements on the site. You agree that We and the appropriate site may share information about Your play, account, personal information, prize information and commissions.

9 Z-Wallet

9.1 Garnishment. If funds held in a Z-Wallet are garnished or attached by court order, FantaZ may charge a processing fee of \$100, and You agree to reimburse FantaZ for its reasonable attorney's fees in responding to the garnishment.

9.2 Withdrawal/Deposit/Play Policy. Deposits to and withdrawals from Your Z-Wallet are limited by our withdrawal/deposit policy. Your Z-Wallet will display any limitations on withdrawals of funds in Your Z-Wallet. The Site specifically may also impose dollar amount limitations on the credit/debit card and ACH transactions in which You engage to fund Your Z-Wallet to protect You, Us, and third-parties from fraudulent activity. The Site may also impose limitations on the net dollar amount You may lose or win on the Site in any calendar month; should Your losses reach the designated limit, Your play in the tournaments offered on the Site will be restricted until the beginning of the next calendar month. The Site reserves the right to change these dollar amount limitations at any time at the Site's sole and absolute discretion. The Site reserves the right to set expiration dates or other limits on any game credits. The Site reserves the right to expire the game credits balance of any terminated account. Game credits include any non-cash amount deposited by FantaZ into a Z-Wallet, including, but not limited to, promotional credits, entry fee credits, accounting credits, prize credits, and gift credits. We, at Our sole discretion, may or may not publish transaction limits and may reject multiple transactions which, in Our sole discretion, are designed to circumvent Our transaction limits.

9.3 Refund of Funds to Source. We will refund any funds that We, in our sole discretion, trace to a deposit by Your credit card, debit card, or bank account to only that particular source of funds. We are not obligated to allow You to withdraw by check, or by transfer to any other account, funds that We can trace to a particular source.

9.4 Timing of Withdrawals. Processing of withdrawals make take up to five banking days.

9.5 Fees for Withdrawals. You agree to pay the following fees for Z-Wallet withdrawals:

(a) ACH withdrawals: No fee

(b) Domestic wire transfer: \$25

(c) International wire transfer: \$45

(d) Refunding a deposit to a credit card (used for that deposit): No fee

(e) Paper check (via US mail): \$20

9.6 Chargebacks.

9.6.1 For the purposes of this section, "chargeback" includes: (i) any involuntary refund request initiated through a credit card or debit card processor or through an ACH



- system; and (ii) a stop-payment on a paper check or ACH transaction (unless You notify us in advance of the stop payment or We request that You issue a stop-payment).
- 9.6.2** If We receive a chargeback request for any deposit made to Your Z-Wallet or for any purchase otherwise made by You, We will immediately: (i) freeze Your Z-Wallet; (ii) cancel Your prepaid entries in any tournaments and refund that money into Your frozen Z-Wallet; and (iii) charge Your Z-Wallet for the actual cost of processing the chargeback, with a minimum charge of \$25.
- 9.6.3** If the chargeback is approved by the processor, We will deduct the actual amount of the chargeback from Your Z-Wallet. If Your Z-Wallet balance is not sufficient to pay these charges, You agree to pay us the difference upon demand.
- 9.6.4** We may, at our sole discretion, terminate Your account and Your Z-Business if You initiate a chargeback, regardless of whether or not the chargeback is approved by the processor.
- 9.6.5** If we are unable to recover funds from a chargeback from the Z-Wallet of the User who initiated the chargeback, We may trace those funds and deduct the commissions attributable to those funds from upline ZBOs.
- 9.6.6** If a chargeback is based on unauthorized use of an account, We may report the allegedly unauthorized use to applicable law enforcement authorities, as well as contact and computer information from the Customer or ZBO on whose account the allegedly unauthorized account was used.
- 9.7** **Winners.** We will post a list of winners on the Site immediately following each tournament. If We determine that fraudulent activity or cheating took place in any tournament, We, at our sole discretion, may disqualify one or more winners and reclaim any prizes paid in accordance with these Terms of Use. In the event of any dispute as to the results of any tournament, including, but not limited to, interpretation of any tournament rules, interpretation of any answers, or interpretation of any results in any underlying activity, Our determination as to the dispute is final.
- 9.8** **Rules.** Rules for each tournament offered on the Site are posted on a rules link on each tournament. You agree that You have reviewed or have waived the opportunity to review all rules prior to entering a tournament. Many tournaments are adaptations of common games, but games may have different rules. You understand that We have adapted all games and tournaments for our Site, and that We make no representation that rules for a particular game or tournament will be the same as the commonly accepted rules for that particular game.
- 9.9** **Minimum Paid Entries.** Many tournaments require a minimum number of paid entries prior to the tournament starting or finishing. If a tournament has a fixed start time, and the minimum number of paid entries has not been reached, We, at our option, may either cancel the tournament and refund the paid entries to the Z-Wallets of the entrants, or We may run the tournament with a lesser number of entrants. If a tournament does not have a fixed start time, at our sole discretion, We may either: (i) delay declaring final results and paying prizes until the minimum number of entrants has been reached; or (ii) delay allowing entrants to play in the tournament until the



minimum number of entrants has been reached; or (iii) allow the tournament to begin with a lesser number of entrants.

10 Usage

10.1 Spam Prohibited. You agree not to use the Site to send unsolicited commercial electronic communications, including, but not limited to, spam emails, spam message board or blog posts, unsolicited text messages, unsolicited facsimiles, or the like. You agree not to use any other system to promote the Site or the Z-Business Opportunity via spam emails, spam message board, or spam blog posts, unsolicited facsimiles, or any other message prohibited by applicable law.

10.2 Fraud Prohibited. The Site strictly prohibits user fraud and abuse relating to the access and use of the Site. In accessing the Site or participating in any activities, products or services offered by or through the Site, You represent and warrant that: (i) all information You supply is complete and accurate and not in violation of any applicable laws, regulations, and the Terms of Use; and (i) You will not circumvent or attempt to circumvent any provision of the Terms of Use or engage in any activity that interrupts or attempts to interrupt the operation of the Site. If You engage in, participate in, or display behavior that may be interpreted, in the Site's sole and absolute discretion, as the use of unfair methods on the Site, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (including the use of bots, bot nets, collusion with bots, and/or use of other automatic play software or programs), intentionally poor play in certain games in order to achieve a broader competitive advantage, collusion with other Players, the deliberate transfer of money between accounts (i.e. "money laundering"), manipulation of the business opportunity (including, but not limited to, fake signups, misrouting of sign-up links, manipulation of commissionable earnings by ordering and then obtaining refunds), harassment of other participants, posting of objectionable material, any breach of the Terms of Use, any breach of the security of Your account or the Site, or any other act (whether through the use of automated technology or otherwise) that unfairly alters Your chance of winning or constitutes the commission of fraud, the Site may sanction You by: (a) immediately terminating of Your account and Z-Business and blocking Your access to the Site; (b) refusing to pay You any prizes, winnings, commissions, or bonuses that You may otherwise have been entitled to receive; (c) recovering from You any prizes, winnings, commissions, or bonuses already received by You during Your period of fraudulent activity; and (d) disclosure to applicable law enforcement authorities of Your activities.

Without in any way limiting any provision of the Terms of Use, the Site expressly reserves the right to initiate an action for injunctive relief, civil and/or criminal proceedings against You and/or any of Your co-conspirators arising out of or related to Your commission of fraudulent activity on the Site, including the right to recover attorneys' fees, costs, and expenses, and the right to report You and such abuse to any and all relevant regulatory authorities or governmental agencies.

10.3 Account for Use by Registrant Only. Only the User who registers an account may login or play using that account. You shall not share Your login information or password with any third party. You are responsible for any account use, including



any credit/debit card charges or bank account withdraws, by any party logged onto Your account, even if such login is by a third party in violation of this provision. You shall take appropriate measures to safeguard Your login information, including periodically changing Your password. If You, in violation of this section, share Your login information with a third party, You forfeit any prizes earned by a third party logged into Your account.

- 10.4 Changes to Prohibited and Limited Jurisdictions.** There are numerous laws applicable or potentially applicable to skill gaming, and both the law, and the interpretation of the law, may change from time to time, with little or no notice. FantaZ intends to comply with all applicable laws, and intends for these Terms of Use, and other policies of the Site, to comply with applicable law. As such, notwithstanding any other provision of these Terms of Use, including provisions as to updating the FantaZ Site, FantaZ may, at its sole discretion, add or remove jurisdictions from the Prohibited Jurisdiction or Limited Jurisdiction lists, with or without notice, to comply with applicable law. In the event that You are refused entry to a tournament because You are physically present in or reside in a Prohibited Jurisdiction, Limited Jurisdiction, or the FantaZ.com Site, correctly or incorrectly, shows that You are physically present therein or reside therein, FantaZ shall refund to You any prepaid entry fee that You have paid to enter such tournament, and You agree that such refund is Your sole and exclusive remedy. Notwithstanding the foregoing, if You either (i) intentionally circumvent FantaZ's limitations; (ii) misrepresent Your location or residence to FantaZ; or (iii) knowingly participate in a tournament prohibited in Your jurisdiction or knowingly participating in a tournament while physically present or a resident of a Prohibited Jurisdiction or a Limited Jurisdiction (to the extent of the types of tournaments prohibited there), You recognize that FantaZ will sustain damages which will be difficult or impossible to quantify, including loss of reputation and risk of liability, and agree that any tournament fees paid by You or prizes won by You in violation thereof are forfeited to FantaZ as liquidated damages. If You are a ZBO and You move to a Prohibited Jurisdiction or Your current physical location becomes designated as a Prohibited Jurisdiction, You cannot earn commissions or bonuses while Your physical location is in a Prohibited Jurisdiction.
- 10.5 No Site Liability for Unauthorized Usage.** By registering for an account and/or participating in any tournament offered on the Site, You agree that the Site is not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or Your account.
- 10.6 Unauthorized Usage Prohibited.** You shall not attempt to: (i) gain unauthorized access to the Site's systems; (ii) to any other account, besides an account opened by You in Your name; (iii) interfere with procedures or performance of the Site; (iv) deliberately damage or undermine the Site; and (v) open an account in a fake name or any name which is not Your legal name. Any such activity is subject to civil penalties and criminal prosecution and will result in immediate termination of Your account and forfeiture of any prizes or Z-Wallet balance to which You are otherwise entitled, as well as liability to the Site for its actual and consequential damages.
- 10.7 Site Conduct.** The Site may temporarily or permanently ban Users who violate the below rules of conduct, other posted rules, applicable laws, or who in any way abuse

the community purpose of the chat areas, Site messaging system, or other areas in which the text posted, as determined by the Site in its sole and absolute discretion, is inappropriate and thereby not permitted. Examples include, but are not limited to, the following:

- (a) Profanity, obscenities, or the use of ****asterisks**** or other “masking” characters to disguise such words is not permitted.
- (b) Obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening, or harassing language of any kind is not permitted.
- (c) Impersonating other Players, or other persons, is not allowed (Site usernames will be displayed as Your name or Your username).
- (d) Attacking or “flaming” individuals, companies, or products (Opinions or comments on the subject at hand are encouraged)
- (e) Any message board postings are limited to the subject of the applicable message board.
- (f) Advertising or promotion of any kind, including, but not limited to, other business opportunities, companies, or links thereto. **Advertising of another business opportunity may constitute a serious Violation for which You can be immediately terminated.**
- (g) Posting of Your personal information (such as password, address, or phone number) on public boards.
- (h) Posting of copyright or trademarked material unless You hold the copyright or trademark or have the authorization of the holder.
- (i) Postings in violation of the ZBO Terms & Conditions, including, but not limited to, postings about Your earnings or the potential earnings of the Z-Business Opportunity (except as specifically set forth in the ZBO marketing materials).
- (j) Postings encouraging Users to subvert the Prohibited Jurisdictions.
- (k) Advanced fonts, java, tables, html, or other programming codes or commands. Information disclosed in the Site chat rooms, profile page, message boards, or via Site messaging system is the property of the Site and may be republished by the Site. The Site is not responsible for any information You choose to disclose to others.

10.8 Technical Requirements. You are responsible for providing all hardware, software, and connectivity necessary for You to access the Site. We do not warrant that the Site will work with any particular browser, operating system, or hardware/software configuration.

11 Products and Shipping

11.1 Shipping Costs. When placing an order for physical goods or receiving physical prizes, a ZBO or Player has the responsibility to indicate: (i) method and means of shipping; and (ii) destination address. The shipping methods available are stated on each order page and the applicable shipping cost is shown. Prizes may not be shipped to Prohibited Jurisdictions. Other merchandise may be shipped to Prohibited Jurisdictions so long as such merchandise is not considered “gaming paraphernalia” by applicable law.

11.2 Return Policy. Should the receiving party of any physical goods refuse delivery or return any goods and the shipments are returned to the shipper, the ZBO or Player



who placed the Order will be charged for: (i) the outgoing shipping costs; (ii) the return shipping costs; and (iii) a restocking fee, not to exceed 15% of the cost; and then the balance of the order will be credited to the ZBO or Player account. Should the receiving party of any prize refuse delivery and the shipment be returned to the shipper, the ZBO or Player who won the prize will be charged for the return shipping costs and will forfeit the physical prize. In the event that the shipping address is incorrect, the ZBO or Player is responsible for the carrier's charge for correcting the address or forwarding the goods or prize to the correct address.

- 11.3 No Returns of Personalized Goods.** Purchasers must preview personalized goods to ensure accuracy. Notwithstanding the previous section, no returns will be accepted nor will any refunds be issued on personalized orders.
- 11.4 Damaged Goods.** All goods and prizes will be shipped with adequate insurance for the contents. The shipping company is responsible for any damage that occurs after it takes physical custody of the goods. A ZBO who receives damaged goods should follow this procedure:
- (a) Accept delivery;
 - (b) Before the driver leaves, document on the delivery receipt the number of boxes which seem to be damaged;
 - (c) Save the damaged products or boxes for inspection by the shipping agent;
 - (d) Make an appointment with the shipping company to have the damaged goods inspected; and
 - (e) File a claim with the shipping company.
- 11.5 Receipts and Suggested Retail Pricing.** FantaZ will provide all purchasers of FantaZ products or entrants to FantaZ games or tournaments with electronic record in their Z-Wallet and/or confirmations via email. All receipts will reflect the retail price or entry fee without a discount for any Points or commissions payable to any party.
- 11.6 Sales Tax.** For purchases made from the Company, FantaZ collects and remits applicable state sales tax which may be due on the suggested selling price of those products and/or materials which are subject to tax. The applicable rate of tax due is based on the address to which the product and/or materials is shipped.
- 11.7 Price Changes.** All FantaZ product, service, literature, ZBO monthly Website fee, annual renewal fee, and other prices are subject to change without notice. All prices will be the same for all ZBOs.
- 11.8 Quality Control for Physical Products.** FantaZ will replace, within thirty (30) days of purchase, any physical product found to be defective according to the following terms:
- (a) No product should be returned to FantaZ before a Return Merchandise Authorization (RMA) number is provided by FantaZ to the Player or ZBO. Any products shipped without a RMA or shipped to an address other than that provided with the RMA may be retained by the recipient without further liability.
 - (b) An online replacement request must be submitted stating the reason for the request and accompanied by documentation of the payment and packing slip.
 - (c) FantaZ will issue an RMA number and instruct the ZBO where to ship the product for inventory and verification and will also provide the appropriate quantity of



authorized product return shipping labels. Upon receipt and verification of the product, FantaZ will ship replacement product as appropriate.

- (d) FantaZ accepts no responsibility for physical products returned without an RMA number.
- (e) FantaZ will not accept returns of customized or personalized products ordered by Players or ZBOs unless the defect is the fault of FantaZ. Typographical mistakes by the ordering Player or ZBO in personalizing or customizing a product are not the responsibility of FantaZ.

12 Disclaimers and Limitations of Liability

12.1 Prohibited Jurisdictions. The Site reserves the right (but has no obligation to You) to monitor the location from which You access the Site and to block access from any jurisdiction in which participation or access is illegal or restricted. The Site may require any participant receiving any prize to provide the Site with proof that he or she is, or was at the time the subject tournament was played, eligible to participate according to these Terms of Use. Without limiting any contrary provision of these Terms of Use, if the Site monitors Your access or participation on the Site, the Site is not liable for the effectiveness of such monitoring. **The Site does not represent or warrant to You that participation in any activity on the Site is legal in the particular location in which You are playing.** By accessing or using the Site, or merely browsing the Site, or creating an account or participating in any tournament or service offered by or through the Site, You represent and warrant that You are doing so in compliance with the Terms of Use and applicable law and agree to indemnify and hold harmless the Site for any liability, claims, and damages, including attorneys' fees, arising out of or related to Your violation of the Terms of Use or applicable law.

12.2 Disclaimer of Liability. By participating in the Program or any game, the participants acknowledge that technical processing and transmission of the Website may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. FantaZ is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Site, a game, or any program utilized by the participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any communications network or electronic transmission, for problems relating to computer equipment, software, inability to access the Site or online service, or for any other technical or non-technical error or malfunction. **UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR GROSS NEGLIGENCE, IS FANTAZ OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, ASSIGNS, OR SERVICE PROVIDERS LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR ANY GAME OR TOURNAMENT OR MERCHANDISE OFFERED THROUGH THE SITE, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FANTAZ IMPROPERLY DENIES A PARTICIPANT ANY PRIZE, THE LIABILITY OF FANTAZ IS LIMITED TO REFUNDING THE ACTUAL**



TOURNAMENT ENTRY FEE PAID BY THE ENTRANT. BY PARTICIPATING IN THE PROGRAM OR A GAME, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. NEITHER FANTAZ NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, ASSIGNS, OR SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY PRODUCTS OR SERVICES OFFERED ON ANY WEBSITE WITH A LINK FROM OR TO THE FANTAZ SITE. TO THE FULLEST EXTENT ALLOWABLE BY LAW, FANTAZ SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED ON ANY OTHER WEBSITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 12.3 Indemnification for Violations.** You agree to indemnify, defend, and hold harmless Us, Our shareholders, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense, including, but not limited to: (i) damages from intentional or negligent misrepresentations by You to third parties; (ii) violations of these Terms of Use or violations of the ZBO Terms and Conditions; (iii) attorney's fees incurred by Us arising in connection with You, including, but not limited to, fees incurred defending a claim brought against Us because of the Your conduct; (iv) fees incurred in investigating alleged misconduct of You, and (v) any misuse, unauthorized use, or infringement by You, regardless of whether such misuse, unauthorized use or infringement by You is intentional or not, of the trademarks, copyrights, patents, or other intellectual property of any third party, whether on the Site, a website owned or hosted by You, or other misuse, unauthorized use, or infringement by You on the intellectual property of a third party for which the third party alleges that We, our shareholders, employees, agents, or successors in interest are liable.
- 12.4 ZBOs.** Z-Business Owners ("ZBOs") are independent contractors and are not agents of FantaZ. ZBOs do not have any authority to contract on behalf of FantaZ or to make warranties or representations on behalf of FantaZ. FantaZ expressly disclaims any liability for any content on any site, unauthorized or authorized, operated by any Z-Business Owner. FantaZ expressly disclaims any liability for any intellectual property infringement by any ZBO on a third-party site or by any user on the FantaZ Site. FantaZ will comply with the DMCA and other applicable law upon receiving notice in the proper form with respect to material on the FantaZ Site.