

## End-User License Agreement

Last updated: Dec 27 2022

This End-User License Agreement ("Agreement") is a legally binding agreement between you ("you," "your," or "End-User") and Pick City LLC("we," "us," or "our") governing your use of our subscription-based service for sports analysis and community (the "Service"). By accessing or using the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use the Service.

We reserve the right to update and change the terms and conditions of this Agreement at any time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the terms and conditions of this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the terms and conditions at any time at <https://whop.com/pickcity/>.

### Use of the Service

You agree to use the Service only for lawful purposes. You shall not, shall not agree to, and shall not authorize or encourage any third party to:

Use the Service to upload, transmit, or distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable.

Use the Service to upload, transmit, or distribute any content that infringes upon the intellectual property rights of any third party.

Use the Service to upload, transmit, or distribute any virus, worm, Trojan horse, or other malicious code.

Interfere with or disrupt the integrity or performance of the Service or the data contained therein.

Attempt to gain unauthorized access to the Service or its related systems or networks.

We reserve the right to terminate or restrict your access to the Service at any time, without notice, for any or no reason, including, but not limited to, breach of this Agreement.

### Intellectual Property

The Service and all content and materials included on or within the Service, including, but not limited to, text, graphics, logos, images, and software, are the property of Pick City LLC or our licensors and are protected by United States and international copyright and trademark laws. You may not use any content or materials on the Service for any commercial purpose without the express written consent of Pick City LLC.

## Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Service or the information, content, materials, or products included on the Service. We do not warrant that the Service will be uninterrupted or error-free. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

## Limitation of Liability

We will not be liable for any damages of any kind arising from the use of the Service, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

## Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

## Entire Agreement

This Agreement constitutes the entire agreement between you and Pick City LLC and governs your use of the Service, superseding any prior agreements between you and Pick City LLC.

## Contact Us

If you have any questions about this Agreement, please contact us at:

Pick City LLC  
pickcity.membership@gmail.com