

## 1. Introduction

These terms and conditions (the "Terms") govern your use of the subscription-based sports community service on discord (the "Service") provided by Pick City LLC (the "Company"). By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

## 2. Eligibility

The Service is intended for use by individuals who are at least 13 years of age to comply with the service policy of discord. By using the Service, you represent and warrant that you meet these eligibility requirements. The Company reserves the right to request proof of age and jurisdiction at any time and to terminate your account if it determines that you are not eligible to use the Service.

## 3. Subscription and Fees

To access the Service, you must pay the applicable subscription fee (the "Fee"). The Fee is available in three options: \$26 per month, \$6 per day, or \$149 for a one-time payment. The Fee is non-refundable, except in the case of termination by the Company for breach of these Terms. The Fee will be charged to the payment method you provide at the time of purchase. If the payment is not successfully processed, your access to the Service may be suspended or terminated.

## 4. Account and Security

In order to use the Service, you must create an account (the "Account") and must have a Discord account. The Account must be created with the same email address that you used to sign up for Discord. You are responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use of your Account or any other breach of security. The Company will not be liable for any losses caused by any unauthorized use of your Account.

## 5. Prohibited Activities

You agree not to use the Service for any illegal or unauthorized purpose, including but not limited to gambling on events that are illegal in your jurisdiction. You also agree not to manipulate the Service in any way, including but not limited to using automated bots or other means to place bets or access the Service. You agree to comply with all applicable laws and regulations in connection with your use of the Service.

## 6. Risk Management and Disclaimer of Warranties

The Service is based on risk management and is provided on an "as is" and "as available" basis. The Company makes no warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company is NOT a gambling site and will not be liable for any losses or damages that may result from using the Service as we are not associated with gambling in all nature, the Service is a sports community. You are solely responsible for any losses that may occur as a result of using the Service and agree to hold the Company and its affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your violation of these Terms, or your violation of any rights of another.

## 7. Intellectual Property

The Service and all content and materials included on the Service, including but not limited to text, graphics, logos, images, and software, are the property of the Company or its licensors and are protected by 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 the Company. You may not reproduce, modify, distribute, transmit, display, publish, sell, license, create derivative works, or exploit any content or materials on the Service without the prior written permission of the Company.

#### 8. Termination

The Company reserves the right to terminate or suspend your access to the Service at any time and for any reason, without notice. Upon termination, you will no longer be able to access the Service. If your access to the Service is terminated, the Company will not provide any refunds for any unused portion of your subscription period.

#### 9. Governing Law

These Terms and your use of the Service will be governed by and construed in accordance with the laws of the State of California and the United States. Any legal action or proceeding arising out of or related to these Terms or the Service shall be brought exclusively in the federal or state courts located in California. You and the Company agree to submit to the personal jurisdiction of such courts and waive any right to a trial by jury.

#### 10. Entire Agreement

These Terms constitute the entire agreement between you and the Company and supersede all prior or contemporaneous communications and proposals, whether oral or written. If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent possible and the remaining provisions will remain in full force and effect.

#### 11. Waiver

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

#### 12. Changes to These Terms

The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, the Company will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Service.

#### 13. Contact Information

If you have any questions or concerns about these Terms or the Service, please contact the Company at [pickcity.membership@gmail.com](mailto:pickcity.membership@gmail.com).

Pick City LLC