

Underdog Terms of Use – Sports Wagering – North Carolina

Our Terms of Use have been updated as of April 14, 2025.

IMPORTANT NOTICE: THESE TERMS OF USE INCLUDE AN ARBITRATION AND CLASS ACTION WAIVER AGREEMENT WHICH REQUIRES THAT ANY PAST, PENDING, OR FUTURE DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY, UNLESS OTHERWISE PERMITTED BY THESE TERMS.

OPT-OUT. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION ON A RETROACTIVE BASIS AND AS TO ANY FUTURE CLAIMS, **AND YOU HAVE *NOT* PREVIOUSLY AGREED TO AN ARBITRATION PROVISION WITH US IN CONNECTION WITH YOUR USE OF OUR SERVICES,** YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE “BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER” – SEE SECTION 18 OF THESE TERMS, BELOW. OPT-OUT REQUESTS SENT AFTER THE THIRTY (30) DAY PERIOD SHALL BE NULL AND VOID. EVEN IF YOU OPT OUT OF THE ARBITRATION AGREEMENT IN SECTION 18, ALL OTHER REMAINING SECTIONS OF THESE TERMS APPLY.

PLEASE READ THE FOLLOWING TERMS OF USE, THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE SECTION 18 BELOW), THE UNDERDOG [PRIVACY POLICY](#), AND THE [HOUSE RULES](#) CAREFULLY BEFORE USING THE SERVICES OFFERED IN CONNECTION WITH ANY UNDERDOG SERVICES OR WEBSITE OR APPLICATION. YOU AGREE THAT YOUR CONTINUED USE OR ACCESS OF THE SITE OR SERVICES SHALL BE SUBJECT TO THESE TERMS OF USE, WHICH FURTHER INCORPORATE AND INCLUDE THE [PRIVACY POLICY](#), THE [HOUSE RULES](#), AND ANY OTHER POLICIES THAT EXPRESSLY INCORPORATE THESE TERMS (COLLECTIVELY, “INCORPORATED DOCUMENTS”).

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT ANY CLAIMS YOU MAY HAVE AGAINST UNDERDOG ARISING FROM ANY PAST, PRESENT OR FUTURE USE OF TRACKING SOFTWARE, INCLUDING BUT NOT LIMITED TO USE OF A META PIXEL, “COOKIES,” “GET REQUESTS” OR JAVASCRIPT IN HTML CODE OF THE COMPANY’S WEBSITE THAT INTERCEPTS, TRACKS, STORES, AND ANALYZES YOUR INTERACTIONS WITH THE COMPANY’S WEBSITE FOR PURPOSES OF OBTAINING DATA OR TARGETED ADVERTISEMENT ARE HEREBY FULLY WAIVED, RELEASED AND COMPROMISED. UNDERDOG SHALL HAVE NO LIABILITY TO YOU FOR ANY PAST, PRESENT OR FUTURE CLAIMS ARISING OUT OF OR RELATED TO THE USE OF TRACKING TECHNOLOGY.

1. Acceptance of Terms

Underdog Sports Wagering, LLC (“We”, “Us”, “Underdog” or the “Company”) provides an online sports wagering platform. The platform is provided through mobile app(s) and may also be offered through a website located at <https://underdogsports.com/>. (collectively, the “Site”) – which include all of the text, images, audio, code and other material they contain or provide (collectively, the “Content”) and all of the features, wagers and other services they provide. The Site, any other features, tools, materials, or other services (including co-branded or affiliated services) offered from time to time by Underdog are referred to herein as the “Services.” Please read these Terms of Use (the “Terms” or “Terms of Use”) carefully before using the Services. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms and any additional rules, (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy and (3) accept and agree to any additional terms, rules, and conditions of participation in particular sports wagering offered by Underdog from time to time (“House Rules”). If you do not agree to the Terms, then you may not access or use the Content or Services. All of your activity on the Site and all of your transactions with Underdog, including all events which occurred before your acceptance of these Terms, are subject to these Terms.

Underdog may issue additional terms, rules and conditions of participation in particular sports wagers. For example, Underdog may issue conditions as required by various state rules and regulations, which may impact your experience or participation on the Services.

You agree to be subject to those additional rules if you participate in such sports wagers.

2. Modification of Terms of Use

Underdog reserves the right, at its sole discretion, to amend, modify or replace the Terms of Use, including the Incorporated Documents, at any time. The most current version of these Terms will be posted on our Site. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we may, but shall not be required to unless required by applicable law or regulation, notify you by contacting you through the email address associated with your account. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified. In the event of a change of Terms, the most recent version of the Terms to which you have agreed shall apply and replace all prior Terms, which shall be deemed superseded and replaced by these Terms.

3. Sports Wagers

Underdog's Services, and those portions of the Services used to register for or compete in sports wagering, are open only to eligible users.

Except as explicitly stated in connection with a particular sports wager, Underdog is the exclusive sponsor of all sports wagers offered through the Services.

For more information on the rules governing Underdog's sports wagers, please carefully review the Underdog House Rules, which shall be posted on the Site or application.

i. Eligibility for Sports Wagering

Underdog is incorporated under the laws of the State of Delaware and is licensed and regulated by the North Carolina State Lottery Commission ("Commission") and pursuant to an Interactive Sports Wagering Operator License issued by the Commission to the Company, the Company may offer online sports wagering in the State of North Carolina. You must be physically located in North Carolina to place a wager. If you plan to access or participate in sports wagering, you hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

By engaging in sports wagering, you are further representing and warranting that all of the following are true:

- - - you are 21 years of age or older;
 - you are a citizen or resident of the United States of America and that you have an address in the United States of America;
 - at the time of placing a sports wager, you are physically located in North Carolina;
 - you are not listed on any U.S. or Canadian Government list of prohibited or restricted parties;
 - you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding;
 - you are not an employee or officer of Underdog or a relative of an Underdog employee with whom you share a household;
 - you do not, by virtue of affiliation with another sports wagering site or otherwise, have access to pre-release non-public confidential data about sports wagering-related information; or

- you are not prohibited from engaging in sports wagering pursuant to North Carolina laws or regulations. In North Carolina, all of the following persons are prohibited from engaging in sports wagering:

- (1) any person under the age of 21;
- (2) an involuntary excluded person and any person who has requested and not revoked a voluntary exclusion designation from sports wagering pursuant to G.S. 18C-922;
- (3) any person who has been adjudicated by law as prohibited from engaging in sports wagering;
- (4) a Commissioner, or any member or employee of the Commission when placing a sports wager in North Carolina;
- (5) any employee or key person of an interactive sports wagering operator or service provider license when placing sports wagers with that interactive sports wagering operator;
- (6) with respect to a sporting event, any participant in that sporting event, including an athlete, coach, trainer, official, or any employee or staff of a participant, when placing a sports wager on that sporting event in which that participant is participating;
- (7) any employee or staff of a sports governing body, when placing a sports wager on sporting events with which that individual or sports governing body is affiliated;
- (8) an individual while not in the authorized geographic boundaries within the State of North Carolina;
- (9) a person wagering in violation of state, local, or federal law;
- (10) an individual wagering on behalf of another individual or person;
- (11) except for the purpose of layoff wagers, as defined in the Commission Rules Manual For Sports Wagering and Pari-Mutuel Wagering, Rule 2A-001(18), a Person that is not an individual; or
- (12) other persons as determined by the Commission.

If Underdog determines that you do not meet the eligibility requirements of this section, then you are not authorized to access or participate in sports wagering. Underdog may require you to provide proof that you are eligible to participate according to this section prior to receiving winnings from a sports wager. This includes requesting that you fill out an affidavit of eligibility or other verification information. If Underdog otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that Underdog may have in law or equity, Underdog reserves the right to terminate your account, restrict your account from accessing or participating in sports wagering, withhold or revoke the awarding of any winnings associated with your account or limit your ability to withdraw.

ii. Responsible Gaming & Exclusion

Underdog offers tools to assist responsible player behavior. We also allow third parties, who have concerns about a player's ability to manage his or her play, to contact customer service to make a report regarding that player's participation in Underdog sports wagering.

Underdog offers the options to set responsible limits. If, at any point, you think you are depositing too much money, placing too many wagers, or spending too much on sports wagering, you have the option of setting responsible gaming limits. Setting responsible gaming limits allows you to still play, however, within the parameters that you set for yourself. Underdog also provides customers the ability to self-exclude directly from the product. Underdog offers the following exclusion periods: 1 year; 3 years; 5 years; 10 years; and Lifetime, which permanently excludes a customer from the product. You may also terminate your Account at any time. If you require assistance, please contact our Customer Support Department by emailing support@underdogsports.com.

How to Enroll in Self-Exclusion. If you wish to review and select limits or other Self-Exclusion options, you may access these options while logged in to your Account. Please navigate to the "Responsible Gaming" menu in the mobile application to see your limits and to access the "Exclusions" tab for setting Self-Exclusion. If you need assistance finding the information for any reason, please email our Customer Support Department at support@underdogsports.com.

Underdog also provides customers the ability to self-exclude through the State by directing them, via easily identifiable link, directly to

the Commission's website for self-exclusion to request inclusion in the Commission's statewide self-exclusion database.

Individuals who enroll in self-exclusion are prohibited from collecting any winnings, recovering any losses or accepting complimentary gifts or services or any other thing of value from a licensee or operator. In addition, individuals who enroll in self-exclusion will not receive any advertising, marketing, or branding for sports wagering. Players who self-exclude shall not be able to redeem points, bonuses, comps or freeplay while on the exclusion list. All winnings awarded during the exclusion period are forfeited. Wagers that are in progress, or pending, when self-exclusion enrollment, or exclusion, occurs will be withdrawn or canceled, and the corresponding wager fees will be refunded to the individual. To the extent that, after an individual's exclusion, the individual has any winnings, Underdog will take commercially reasonable efforts to seize those winnings pursuant to North Carolina regulations. You can contact the Underdog Customer Support Department at support@underdogsports.com to arrange for the payment of your remaining balance. Individuals may also voluntarily self-exclude themselves through the North Carolina State Lottery Commission's website for a predetermined amount of time. For additional information, please see the Commission's website: <https://ncgaming.gov/responsible-gaming>.

As part of our commitment towards responsible gaming, you may also set cool offs, deposit limits, wager limits, or time limits through Underdog. To set your pre-commitment limit or cool off, navigate to the responsible gaming section of our application or submit a request to our Customer Support Department support@underdogsports.com stating the limit to be applied on your account. Please allow up to 48 hours for your request to be processed for email requests. Online requests will be in place instantly.

Underdog further reserves the right to terminate or suspend the account of any user suspected or reported as being unable to properly manage their use of the Services. You can learn more about our responsible play policies and tools at <https://underdogsports.com/> or contact us at support@underdogsports.com.

iii. Cancellation

Underdog also reserves the right to cancel any bets, in our sole discretion, without any restrictions. If you have placed a wager on a sporting event and Underdog cancels the wager for reasons other than your engagement in prohibited activities or suspicious gaming transactions, including but not limited to unusual frequency or patterns, use of non-public information, automated bets, influence of events, multiple accounts, bets made in concert with others, use of masking devices or other technology to hide location, and any other activity we reasonably believe is suspicious, Underdog will credit your sports wagering account balance for the amount of the initial wager.

iv. Disconnections & Technical Errors

If, for any reason, sports wagers are not able to be placed as originally planned (e.g., if the Site becomes corrupted or does not allow the proper usage and processing of wagers in accordance with the House Rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Underdog corrupts or affects the administration, security, fairness, integrity or proper conduct of the Services), Underdog reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the bets. If such cancellation, termination, modification or suspension occurs, notification may be posted on the Site.

v. Force Majeure

The failure of Underdog to comply with any provision of these Terms due to circumstances beyond its control including but not limited to an act of God, hurricane, war, fire, riot, earthquake, weather, pandemic or endemic, terrorism, act of public enemies, strikes, labor shortage, actions of governmental authorities or other *force majeure* event will not be considered a breach of these Terms, and Underdog's performance obligations, if any, shall be delayed until such time as performance becomes reasonably practicable and if performance is no longer possible.

vi. Bad Debt

We reserve the right to recover bad debts using whichever method may lawfully be available to us including, but not limited to, (i) debiting the amount owed by you from your account; and (ii) instructing third party collections agencies to collect the debt.

vii. Taxation

We may request you to provide updated account details for tax reporting purposes. These details will be used to allow Underdog to comply with tax regulations and may be shared with appropriate tax authorities. You, not Underdog, are solely responsible for filing and paying applicable state and federal taxes on any winnings. Underdog does not provide tax advice, nor should any statements in this agreement or on the Services be construed as tax advice.

viii. Publicity License and Release

By placing a sports wager, you grant license and consent to Underdog's and its service providers' and business partners' use of your name, voice, likeness, image, location, photograph or video in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the Services and/or Underdog generally, unless otherwise prohibited by law. Underdog and its service providers and business partners reserve the right to make public statements about the sports wagering participants and winner(s), on-air, on the Internet, or otherwise, prior to, during, or following the respective sporting event. Entrants agree that Underdog may announce any winner's name on-air or on any of its websites or any other location at any time in connection with the marketing and promotion of Underdog, the Services, or other games operated by Underdog. You agree that participation in and (where applicable) the winning of bets in connection with a sports wager constitute complete compensation for your obligations under this paragraph, and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations, and expressly release and waive any claims related to Underdog's use of the license granted in this subparagraph.

ix. Game Rules

a. Placing Bets

It is your responsibility to fully comprehend how to bet and the terms of the bet you are placing. It is your responsibility to read and acquaint yourself with our House Rules, which shall be posted on the Site or application. When you place a bet, you agree that you shall be subject to the House Rules in effect at the time, and you agree that you shall comply with them with respect to each individual bet that you place.

When placing a bet, you are responsible to ensure that all of the details of your bets are correct. Once a bet has been placed, you cannot cancel that bet.

Underdog makes every effort to guarantee that no errors are made in any sports wagering information provided on the Underdog website or bets accepted on an account. However, we reserve the right to cancel and void any bets if, in our sole and absolute discretion, there is an obvious or palpable error with the bet or with accepting the bet. This includes but is not limited to, bets taken after the betting closed, in situations in which the customer may know of the outcome, where the event was resolved before the bet was taken, wherein the customer did not have adequate funds in the account, or other failures, errors, manipulations, or fraudulent or dishonest activities.

In our sole discretion, we reserve the right to refuse, cancel, or void in whole or in part, any bet or change betting limits without notice, at any time and reserve the right to reject and limit the dollar amount an individual can bet in any way.

You fully accept and agree that if there is a discrepancy between the result showing in your account and our servers, the result showing on our server shall govern. You understand and agree that our records will be the final authority in determining such matters.

b. Bonuses and Promotions

You may be awarded free bets, bet credits, or similar promotions (collectively "Bonus(es)") which you can use for gaming on our Service. Bonuses cannot be withdrawn from your gaming account. Only the winnings attributed to a Bonus can be withdrawn, as per applicable wagering requirements.

Underdog reserves the right to remove Bonuses and refund the remaining balance should you breach these Terms and/or the terms and conditions of the specific promotion. It is your responsibility to read and understand the terms of any Bonus which will be made available whenever a bonus offer is made to you. By using the Bonus, you agree to these Terms and the Bonus terms.

Nothing in this section shall prohibit or limit our ability to reverse and/or reclaim any Bonus(es) issued or awarded to you based upon failures, errors, manipulations, or fraudulent or dishonest activities.

c. Game Statistics and Live Scoring

To the extent that Underdog offers “live” statistics during gameplay, all “live” statistics and other information provided through the Site are unofficial. Live sports statistics are offered for informational and/or entertainment purposes only and are not used to determine the results of a sporting event or contest. Neither Underdog nor its third party providers warrant or make any representations of any kind with respect to the game statistics and live scoring information provided through the Site. Underdog and its third party providers shall not be responsible or liable for the accuracy, usefulness, latency, or availability of any information transmitted or made available via the Site and shall not be responsible or liable for any error or omissions in that information.

d. Game Results

To the extent applicable, Game results and winnings are based on the final statistics and scoring results at the completion of the sporting event or contest via Underdog’s official or in some cases unofficial data providers. Once Game results are reviewed, winnings will be awarded. The scoring results of a Game will not be changed regardless of any official statistics or scoring adjustments made by the leagues at later times or dates, except in Underdog’s sole and absolute discretion.

Underdog Sports utilizes multiple sources for odds and data. The grading of all wagers is based on official, and in some cases, unofficial statistics data. Once markets are graded, those bets will be settled in an appropriate and timely manner.

e. Winnings

Subject to Underdog verifying your compliance with the Terms, House Rules and other conditions of participation, at the conclusion of each sporting event or contest, Underdog shall use commercially reasonable efforts to award the winnings and/or prizes within a reasonable amount of time.

f. Account Activity

You may view your account statement detailing your activity in your account in the “Transaction History” section of your “Account” tab.

4. Conditions of Participation

i. Registration

In order to participate in the Services, including sports wagering, you must register for an account. By registering as a user of the Services, you agree to provide accurate, current and complete information about yourself as prompted (such information being the “Registration Data”) and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or Underdog has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Underdog may deny you access to areas requiring registration, or terminate your account, at its sole discretion.

All data which you provide to Underdog or which is obtained or generated about you during your use of the Services shall be subject to the Privacy Policy. You may establish, maintain, use and control only one account on the Services. Each account on the Services may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not “co-own” accounts on the Services. You are prohibited from allowing any other person to access or use Your Account. In the event Underdog determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that Underdog may have, Underdog reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any winnings or prizes. Underdog reserves the right to refuse to establish a wagering account for what it considers good and sufficient reason.

You agree that the sole and specific purpose of creating an account with Underdog is to participate in the Services. Underdog shall be entitled to suspend, limit or terminate your account if we have reasonable grounds to believe (as determined in our sole discretion) that you are using the Services for an illegal or improper purpose. In such circumstances, we may also report such activity to relevant authorities.

ii. Account Password and Security

At the time of registration for online account access, you must provide a valid email address and supply a username and password to be used in conjunction with your account. You may not use a username that promotes a commercial venture or a username that

Underdog, in its sole discretion, deems offensive. Many portions of the Services require registration for access (the "Restricted Areas"). You are responsible for maintaining the confidentiality of your Password, and are fully responsible for all uses of your username and password, whether by you or others. You agree to: (a) keep your username and password confidential and not share them with anyone else; (b) immediately notify Underdog of any unauthorized use of your username and password or account or any other breach of security; and (c) use only your own username and password to access the Services' Restricted Areas. Underdog cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that Underdog is authorized to act on instructions received through the use of your username and password, and that Underdog may, but is not obligated to, deny access or block any transaction made through use of your username and password without prior notice if we believe your username and password are being used by someone other than you, or for any other reason.

Underdog may require you to change your username or may unilaterally change your username. Underdog recommends users to constantly consider the security of their authentication credentials, including password and username and to change their passwords on a frequent basis of at least every 6 months. Underdog shall further require that you utilize measures to further safeguard your account, including but not limited to, two-factor authentication.

If you forget or lose your authentication credentials, including your password or username, please reach out to Underdog's Customer Support Department at support@underdogsports.com.

iii. User Account Funds and Withdrawals

By creating an Underdog account, you agree to provide us with a valid mailing address, date of birth, and Social Security number as well as any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you.

For users eligible to participate in sports wagering (pursuant to Section 3(i) above), while your account is pending verification, you will not be able to participate in sports wagering. If we are unable to verify you at any point, we reserve the right to suspend your account and withhold any funds until such time as we have been able to successfully verify you.

You must have a positive cash balance in your account to place a bet. You will not be able to place any bets in an amount greater than the total balance in your account. We do not permit your account to have a negative account balance. We reserve the right to limit the amount you can deposit into your account for any reason. We reserve the right to refuse deposits to or withdrawals from wagering accounts for what we consider good and sufficient reason. You agree to abide by those limits.

You may use any method available and accepted by the Sites to deposit money into your gaming account including banks, credit cards, promotional funds, third party electronic payment processors and financial institutions ("Third Party Providers").

By initiating a deposit into or withdrawal from your gaming account, you agree and hereby authorize us to instruct Third Party Providers to handle deposits and withdrawals from your gaming account and agree that we may provide such Third Party Providers with your personal information as needed to complete the transaction.

You agree that we are not legally responsible for any acts or omissions of any Third Party Providers in processing your deposit or withdrawal and you further agree to be obligated by the terms and conditions of use of each applicable Third Party Provider. If there is a disagreement between this Agreement and the terms and conditions of any Third Party Provider, this Agreement prevails. Underdog is not responsible for any fees charged to you by Third Party Providers related to your deposits or withdrawals.

If you participate in sports wagering, all winnings you obtain will be added to your Underdog account balance, and such funds will be held in a separate, segregated bank account. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and Underdog may not use them to cover its operating expenses or for other purposes. Your withdrawals of winnings will be made from this segregated bank account.

We also may conduct checks for Terms compliance, including anti-fraud checks on playing and Services usage patterns prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to such checks, you may close your account and withdraw your account balance at any time and for any reason.

Underdog may limit the amount you can deposit into your account for any reason, or to otherwise limit the amount you can bet. You agree to abide by those limits.

All deposit bonuses must be played through.

All payments are final and no refunds will be issued.

If your account has had no activity for a period of three (3) years, your account is considered a dormant account by the Commission. Dormant accounts will be closed. Upon closure of a dormant account, Underdog will make reasonable efforts to contact the registered account holder to return any unclaimed funds. After 120 Days of attempting to contact the registered account holder, the unclaimed funds in a dormant account shall be presumed abandoned and shall be treated in accordance with Chapter 116B of the North Carolina General Statutes.

Logging into your account will make your account active.

iv. Communications and Information Practices

As a result of your registration for the Services, you may receive certain commercial communications from Underdog. You understand and agree that these communications are part of your registration, and that, to the extent required by law, you may opt out of receiving these communications as set forth in our Privacy Policy. Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

5. Conduct

As a condition of use, you are prohibited from using the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Underdog. By way of example, and not as a limitation, you agree not to:

- - abuse, harass, impersonate, intimidate or threaten other Underdog users;
 - post or transmit, or cause to be posted or transmitted, any Content that are infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
 - use the Services for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
 - post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Underdog user;
 - create or submit unwanted email ("Spam") to any other Underdog users;
 - infringe upon the intellectual property rights of Underdog, its users, or any third party;
 - submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
 - post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any approved mobile application, application programming interface, or client application;
 - violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
 - post material that advocates illegal activity or discusses illegal activities with the intent to commit them (in either case

as determined by Underdog in its sole discretion);

- post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," "metering" device or any malicious code);
- falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
- through misrepresentation or otherwise, solicit personal or sensitive information from other users such as address, credit card or financial account information, passwords or other Registration Data;
- submit content linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- violate the law or encourage conduct that would constitute a criminal offense or give rise to civil liability;
- use artificial means, including creating multiple user accounts, to inflate your position and standing with the Underdog leader boards and community;
- use unauthorized scripts; all authorized scripts will be made available through the Site;
- advertise to, or solicit, any user to buy or sell any products or Services, or use any information obtained from the Services in order to contact, advertise to, solicit, or sell to users without their prior explicit consent;
- sell or otherwise transfer, sell, or trade your Registration Data without written permission from Underdog;
- use or access a version of the Services or Registration Data that has been transferred, sold or traded from another user without written permission from Underdog, except as permitted by these Terms;
- attempt to influence the play in any sporting event in which you are involved or in which you have a direct or indirect interest;
- place a sports wager, by any means including use of multiple accounts, for which you are ineligible;
- use the Services in a way that violates or facilitates violations of these Terms, any other agreement or any guidelines or policies posted by Underdog;
- falsify personal information, including payment information, required to use the Services or claim a prize;
- collude with any other individual(s), cheat, or engage in any type of syndicate play or unlawful activity;
- violate eligible payment method terms, including the terms of any cash rewards payment card;
- use a single account to participate in sports wagering on behalf of multiple entrants or otherwise collaborate with others to participate in sports wagering;
- tamper with the administration of the Services or try to in any way to tamper with the computer programs associated with the Service;
- use a virtual private network, IP proxying or other technology to disguise your location or the place of your residence to circumvent geographical restrictions;
- obtain other entrants' information and spam other entrants;
- bonus abuse of any kind, including abuse of any offers or promotions;
- abuse the Services in any way;

- transfer or sell an account or account balance;
- allow an unauthorized person to access or use your account; or
- otherwise violate these Terms of Use.

Violation of our rules may result in the removal of your Content from the Services, forfeiture of winnings, and/or the canceling of your account. You acknowledge and agree that Underdog may remove any User Content (as defined below) and, unless there is a pending investigation or User dispute, terminate, suspend or close any Underdog account at any time pursuant to these Terms for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content).

To report Terms of Use violations, please contact us by sending an email to support@underdogsports.com.

6. User Content

The Services may enable you to submit, post, upload, or otherwise make available through the Services content such as profile information, communications with other users, whether privately or made publicly available, video clips, photographs, public messages, ideas, comments and other content (collectively, "User Content") that may or may not be viewable by other users. You understand that all User Content, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. You further agree that you have all required rights to submit, post, upload or otherwise use or disseminate such User Content without violation of any third-party rights. This means that you, not Underdog, are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Services. Under no circumstances will Underdog be liable in any way for any User Content.

You acknowledge that Underdog may or may not pre-screen User Content, but that Underdog and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Services. Without limiting the foregoing, Underdog and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Underdog's sole discretion. You understand that by using the Services, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Services.

With respect to User Content you submit or otherwise make available on or to the Services, you grant Underdog an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part), and to incorporate such User Content into other works, in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Services. Underdog reserves the right, but has no obligation, to monitor disputes between you and other users.

You acknowledge and agree that Underdog does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content. You understand that by using the Services, you may be exposed to User Content that you may consider offensive or objectionable. You also acknowledge that Underdog is a provider of an interactive computing service as set forth in the Communications Decency Act, 47 U.S.C. §230. Underdog expressly reserves its rights to not be treated as the publisher or speaker of any information provided by another information content provider on or through the Services.

7. Indemnity

By using the Services, you agree to release and to indemnify, defend and hold harmless the Released Parties (defined below) from and against any and all third-party claims against the Released Parties related in any way to your account, your use of the Services or your access to the Site or Platform, as well as any third-party losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs), or actions of any kind whatsoever arising out of or resulting from your use of the Services, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Underdog reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise

subject to indemnification by you and, in such case, you agree to cooperate with Underdog in the defense of such matter.

8. Warranty Disclaimers

You expressly understand and agree that your use of the Services is at your sole risk. THE SERVICES (INCLUDING THE SITE, ITS RELATED MOBILE APPS AND THE CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY: (A) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (B) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; (C) THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (D) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE SERVICES; (E) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (F) THAT TRANSMISSIONS OR DATA WILL BE SECURE. You acknowledge that Underdog has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Underdog from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to other websites containing information that some people may find offensive or inappropriate. Underdog makes no representations concerning any Content contained in or accessed through the Services, and Underdog will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

9.Exceptions

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, UNDERDOG'S WARRANTIES AND LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **NONE OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR THE COMPANY OR ANY OF THEIR AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, SUPPLIERS, ADVERTISERS, PAYMENT SERVICES PROMOTERS, PARTNERS, OR CONTRACTORS (COLLECTIVELY "RELEASED PARTIES") ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL,** WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LEGAL FEES, EXPERT FEES, COST OF PROCURING SUBSTITUTE SERVICE, LOST OPPORTUNITY, OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF UNDERDOG HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING, DIRECTLY OR INDIRECTLY, FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PLACE A SPORTS WAGER); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, UNDERDOG'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO UNDERDOG FOR GENERAL USE OF THE SITE OR SERVICES DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY SPORTS WAGERS THAT YOU PLACED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY OF UNDERDOG SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS MAY APPEAR WITHIN THE BODY OF THE SITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. THIS LIMITATION OF LIABILITY SHALL APPLY TO THIRD PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF YOU ARE A RESIDENT OF A STATE THAT PERMITS THE EXCLUSION OF THESE WARRANTIES AND LIABILITIES, THEN THE ABOVE LIMITATIONS SPECIFICALLY DO APPLY TO YOU.

11. Our Proprietary Rights

All title, ownership and intellectual property rights in and to the Services are owned by Underdog or its licensors. You acknowledge and agree that the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Underdog, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Services, in whole or in part.

12. Location and Push Notifications and Other Technologies

To determine your eligibility to use the Services, Underdog may determine your location using one or more reference points, such as GPS, IP address, Beacons and/or software within your personal computer, mobile device, consumer electronics device, video game device or console, or any other equipment. If you have set your device(s) to disable GPS, Bluetooth or other location determining software, use connection methods or systems that mask your location, such as a virtual private network, or do not authorize the Services to access your location data, the Services may not be able to determine your location and you will not be able to access the Services. Underdog reserves the right to suspend and/or terminate your account if you prevent the Services from accurately determining your location. For more information about how the Services collects, uses and retains your information, please read the Underdog Privacy Policy.

The Services also may make use of push notifications to devices that support the transmission of such notifications or alerts. Push notifications are used to send notification messages to you regarding offers, products, events, and other promotions and related alerts, as well as informational and/or administrative messages. After downloading the Services, you may be asked to accept or deny push notifications. If you deny, you will not receive any push notifications. If you accept, push notifications will be automatically sent to you. If you no longer wish to receive push notifications from the Services, you may opt out by changing your notification settings on your device or, if applicable, through the push notification service. For mobile devices, the device manufacturer, not Underdog, controls these notification settings.

13. Links

The Services provide, or third parties may provide, links to other Websites, applications or resources. Because Underdog has no control over such sites, applications and resources, you acknowledge and agree that Underdog is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Underdog 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 use of or reliance on any such content, goods or services available on or through any such site or resource.

14. Termination and Suspension

Underdog reserves the right at any time to modify, suspend, discontinue, or terminate, temporarily or permanently, the Services or

associated services (or any part thereof), with or without notice. You agree that Underdog shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or associated services.

We do not guarantee that any of our Services will be available at all times or at any given time or that we will continue to offer all or any of our Services for any particular length of time. We may change and update our Services without notice to you. We make no warranty or representation regarding the availability of our Services and reserve the right to modify or discontinue the Services in our sole discretion without notice, including for example, canceling or voiding a wager or other Services for technical reasons (such as technical difficulties experienced by us or on the internet) or to allow us to improve user experience. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ANY OR ALL OF OUR SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES

Underdog may terminate or suspend all or part of the Services and your Underdog account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your Underdog account, you may contact us at support@underdogsports.com with a note to say you wish to terminate your account.

The following provisions of the Terms survive any termination of these Terms or your account: CONDITIONS OF PARTICIPATION (except for Registration and Account Password and Security); GAME RULES; CONDUCT (only User Content); INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with Underdog regarding restoration of your account only via support@underdogsports.com.

15.No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to the Terms.

16.Notice and Procedure for Making Claims of Copyright Infringement

Underdog may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Underdog's Copyright Agent a written Notice meeting all of the requirements of the Digital Millennium Copyright Act ("DMCA"). Your notice should contain the following information:

- - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - a clear description of where the material that you claim is infringing is located on the Service;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Before you file your Notice, please carefully consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If you file a DMCA Notice when there is no infringing use, you could be liable for costs and attorneys' fees.

Underdog's Copyright Agent can be reached in the following ways:

Mail:

DMCA Copyright Agent

150 Waterbury Street
Brooklyn, NY 11026

Email: copyright@underdogsports.com

To be valid, a Notice must be in writing and must follow the instructions above. You also may use the contact information in this Section to notify us of alleged violations of other intellectual property rights.

17. Initial Dispute Resolution

Our Customer Support Department is available at support@underdogsports.com to address any concerns you may have regarding the Services. Our Customer Service Department is able to resolve most concerns quickly to our players' satisfaction. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations. To notify Underdog that you intend to initiate an initial dispute, send us a communication in writing to our Customer Support Department, support@underdogsports.com with "Complaint" in the Subject Line.

Upon receiving an initial dispute, Underdog will immediately create a written dispute report, setting out the: (1) name of the player or the player's email address; (2) nature of the dispute asserted; (3) name of the persons against whom the dispute was made, including employees or contractors; (4) date and time of the purported conduct or incident giving rise to the dispute; (5) date the player submitted the dispute; and (6) the nature of relief or action sought by the player and, if applicable, the action taken or proposed to be taken by Underdog to address the dispute. Underdog will investigate and attempt to resolve disputes with the player. Underdog will respond to initial disputes in writing within ten (10) calendar days, or seek an extension of time from the Director of the North Carolina State Lottery ("Director") not to exceed ten (10) calendar days.

If Underdog's response to a dispute is that more information is needed to address the dispute, Underdog will provide specific information to the player about the form and nature of the needed information. When the player provides Underdog the additional information, Underdog will provide to the player any further response within seven (7) calendar days.

If Underdog is not willing or able to grant or provide the relief requested to resolve the dispute, then Underdog shall state in writing and with specificity the reasons why the requested relief or action will not be provided. In addition, Underdog will advise the player of their right to submit their dispute to the Commission in the form or manner prescribed by the Commission or Director.

Unless otherwise directed by the Commission, for disputes related to wagering accounts, settlement of wagers, or activity that is contrary to the law related to wagering that cannot be resolved to the satisfaction of the player, Underdog will promptly notify the Director of the dispute, including all information submitted by the player and Underdog's response, along with other pertinent information and documentation.

This initial dispute resolution is a prerequisite to either party initiating binding arbitration or a lawsuit or filing an unresolved dispute with the Commission as permitted by Section 18 of these Terms.

18. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER AGREEMENT

PLEASE READ THIS BINDING ARBITRATION & CLASS ACTION WAIVER AGREEMENT (THE "AGREEMENT") CAREFULLY BECAUSE IT REQUIRES YOU AND UNDERDOG TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS ONLY AND LIMITS THE MANNER IN WHICH YOU AND UNDERDOG CAN SEEK RELIEF FROM EACH OTHER. THIS AGREEMENT APPLIES TO ANY CLAIMS YOU OR COMPANY CURRENTLY POSSESS AND ANY CLAIMS THE PARTIES MAY RAISE IN THE FUTURE. WHILE YOU MUST AGREE TO THESE TERMS OF USE IN ORDER TO USE THE SERVICES, IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, THERE IS AN OPTION, DESCRIBED BELOW IN SECTION 18(M) TO OPT OUT OF THE ARBITRATION AND CLASS WAIVER PROVISIONS. THE OPTION TO OPT-OUT IS TIME-LIMITED TO THIRTY (30) DAYS OF ENTERING THIS AGREEMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you reside in or access the Services at any time while located in the United States, this Section 18 (Binding Arbitration Agreement

and Class Action Waiver Agreement) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH SETS FORTH HOW PAST, PENDING OR FUTURE DISPUTES BETWEEN YOU AND UNDERDOG SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND FOR YOUR OWN LOSSES ONLY.

ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY.

THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT ALSO REQUIRES THAT ANY PAST, PENDING OR FUTURE DISPUTES WITH THE COMPANY SHALL PROCEED FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION, OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION.

A.Acceptance of Terms. By using, or otherwise accessing the Services, or clicking to accept or agree to the terms where that option is made available, you confirm that you have read and accept and agree to this Agreement. Except to the extent that you may opt-out as provided below, all of your activity on the Site or Platform and all or your transactions with Underdog, including all events which occurred before your acceptance of this Agreement, shall be subject to this Agreement.

B.Scope of Agreement to Arbitrate. You and Underdog agree that any past, pending, or future dispute, claim or controversy arising out of or relating to any purchase or transaction by you, your access to or use of any Platform or the Services, or to this Agreement, the Terms of Use, the House Rules, or Privacy Policy (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of this Agreement or the Terms of Use) (a "Dispute"), shall be determined by arbitration, including claims that arose before acceptance of any version of this Agreement. In addition, in the event of any Dispute concerning or relating to this Agreement — including the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims—you and Underdog agree and delegate to the Arbitrator the exclusive jurisdiction to rule on their own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

C.Notwithstanding the above provision and Agreement to Arbitrate, all parties retain the right to seek relief in a small claims court for disputes or claims solely within the scope of a small claim's court jurisdiction.

D.Lack of Estoppel or Preclusive Effect. The parties agree that any issues determined in arbitration or any other proceeding between the parties shall be conducted and decided for the benefit of the parties or express third party beneficiaries only and shall have no preclusive or estoppel effect against a party in any subsequent or other arbitration or litigation matter, such that all issues shall be decided anew in any subsequent or other proceedings involving either party. The parties reach this agreement in order to narrowly and efficiently tailor their legal positions without concern that any third party may attempt to offensively use any finding or determination of fact or law against You or Underdog.

E.Third-Party Beneficiaries. You further agree and intend that this Agreement and the Terms are entered into for the express benefit of your spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from your use of the Services which is brought by them or by any person for the use or benefit of your spouse, heirs, children and next-of-kin. Underdog agrees also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of Underdog.

F.Intellectual Property. Notwithstanding the requirement to arbitrate in this Section 18, you and Underdog are NOT required to arbitrate any claims for the alleged unlawful use of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents, and the parties agree that in the event of infringement of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents of a party, they shall also be entitled to seek injunctive relief from a court of competent jurisdiction, and the parties shall not be able to hold out a user's access to the Services as a basis to enforce this arbitration agreement as to such claims.

G.Separate Agreement. The parties acknowledge that this Agreement is a separate agreement between the parties governed by the Federal Arbitration Act, and that any alleged or determined invalidity or illegality of all or any part of the Terms of Use, the Services, the

Platform, the Privacy Policy, or the House Rules shall have no effect upon the validity and enforceability of this Agreement.

H.Applicable Law. While the Federal Arbitration Act shall control, to the extent the law of any state is applied or considered with respect to issues bearing upon the enforceability or scope of this Agreement, the parties agree that the law of the State of North Carolina shall exclusively apply, notwithstanding any consideration or application of choice of law or conflicts of law principles.

INITIATING ARBITRATION UNDER JAMS RULES

I.Following the conclusion of the initial dispute resolution process required by Section 17, you or Underdog may seek arbitration of a Dispute in accordance with the provisions of this Agreement. You and Underdog agree that JAMS ("JAMS") will administer the arbitration under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect at the time arbitration is sought ("JAMS Rules"). The parties further agree that, to the extent applicable, the JAMS Mass Arbitration Procedures and Guidelines shall apply. The JAMS Rules referenced above are available at <https://www.jamsadr.com/adr-rules-procedures/>.

You and Underdog further agree:

1. Arbitration will proceed on an individual claim basis only. The arbitration will be handled on the merits by a sole arbitrator. The parties agree that any JAMS arbitrator appointed, including merits and process arbitrators, must have the following minimum qualification: practicing attorneys or retired federal court judges who have at least ten years of substantive expertise in litigating and resolving of complex business disputes, including motions to compel arbitration and litigation or adjudication regarding whether disputes are arbitrable;
2. For purpose of Sections 16.1 and 16.2 of the JAMS Rules, the JAMS Streamlined Arbitration Rules and Procedures and JAMS Expedited Procedures shall *not* apply unless otherwise explicitly agreed to by all parties to the Dispute;
3. In lieu of JAMS Rule 15, the parties shall be presented with a list of eight (8) potential arbitrators, be allowed three (3) strikes and the parties shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference (e.g., if both parties select a potential arbitrator as their top preference, that arbitrator will be selected). To the extent a process arbitrator is appointed pursuant to the JAMS Rules, the selection process shall also be as prescribed in this paragraph;
4. In lieu of JAMS Rule 18, the parties shall have the right to submit a dispositive motion at the outset of the arbitration to the Arbitrator in order to resolve issues other than the ultimate issue of fact. The submission and scheduling of such motions shall be addressed at a conference held before the JAMS arbitrator, and the Parties agree that any dispositive motions shall be resolved and the remainder of the arbitral proceeding stayed pending resolution, absent good cause and immediate necessity to proceed.
5. Unless and only to the extent prohibited under JAMS Rules, the arbitration will be held in New York, New York or, at either your or our election, will be conducted telephonically or via other remote electronic means;
6. The JAMS Rules will govern payment of all arbitration fees, currently available at <https://www.jamsadr.com/arbitration-fees>, You will only be required to pay arbitration fees of \$250 in connection with any arbitration initiated under this Section 18, but You will still be responsible for paying your own attorneys' fees;
7. Except as otherwise waived or limited under the Terms or this Agreement, the JAMS arbitrator shall be authorized to award any remedies, including equitable or injunctive relief, that would be available in an individual lawsuit and are not waivable under applicable law, except:

a. In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, and the parties waive any right to recover any such damages; and

b. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits;

8. The arbitration decision and award shall consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless the parties agree otherwise, the award shall be a reasoned award and contain a concise written statement of the reasons for the award;

9. Except as and to the extent otherwise may be required by law, the arbitration proceeding, pleadings, and any award shall be treated

as confidential and shall not be used by the parties except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its confirmation and enforcement.

10. In the event JAMS is unavailable or unwilling to hear the dispute in accordance with this Agreement, the parties shall agree to, or a court shall select, another arbitration provider subject to the procedural agreements of this Section 18; and

11. You and Underdog agree that any award issued by the Arbitrator in excess of \$50,000 in favor of either party, or any award which grants any form of declaratory or equitable relief that would significantly impact other Underdog users or the operation of the Platform, may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election. The JAMS Optional Arbitration Appeal Procedures are available at <https://www.jamsadr.com/adr-rules-procedures/>.

J. Batch Arbitration/Mediation. To increase efficiency of resolution, in the event 20 or more similar arbitration demands against Underdog, presented by or with the assistance of the same law firm or organization or group of law firms or organizations working in coordination, are submitted to JAMS in accordance with the rules described above within a 60-day period, JAMS shall consolidate those arbitrations as contemplated in the JAMS Mass Arbitration Rules. Following the submission, initial presentation and resolution of briefing and motion practice contemplated in Section 18(l)(4) on dispositive issues other than the ultimate issue of fact, to the extent claims and issues remain pending, JAMS shall group the arbitration demands into a first batch of no more than 25 demands to be set for resolution as a single arbitration. Once resolution of the first batch has concluded (or sooner if the parties agree), counsel for the parties must engage in a single mediation before a JAMS mediator of all remaining demands from claimants. Counsel for the parties must agree on a mediator within thirty (30) days after conclusion of the first batch. If the parties cannot agree on a JAMS mediator within 30 days, JAMS will appoint a JAMS mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed. If the parties are unable to resolve their demands by mediation, JAMS shall continue to batch the remaining arbitration demands into batches of no more than 100 demands per batch (plus, to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands) for administration. A single arbitration with one set of filing and administrative fees and one arbitrator will be assigned per batch. For avoidance of doubt, consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair your right to present any evidence or argument that you think particular to your case, so long as it is consistent with JAMS Rules. You agree to cooperate in good faith with the Company and JAMS to implement such a batch approach to resolution and fees and to efficiently consolidate discovery, submission of evidence, and motion practice.

K. By signing a demand for arbitration, a party certifies, to the best of their knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law (including attorney's fees) for either party's violation of this requirement.

OPTION AND PROCEDURE TO OPT OUT OF ARBITRATION

L. IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MAY OPT OUT OF THE AGREEMENT TO ARBITRATE BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THE ARBITRATION PROVISIONS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

M. OPT-OUT. IF YOU DO NOT WISH TO AGREE TO THE PROVISIONS OF THIS SECTION 18 AGREEMENT REQUIRING ARBITRATION AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, SEND AN EMAIL TO SUPPORT@UNDERDOGSPORTS.COM CONTAINING YOUR FULL NAME, ADDRESS, THE WORDS "OPT-OUT" IN THE BODY OR THE SUBJECT LINE OF THE EMAIL, AND A STATEMENT THAT YOU WISH YOU TO OPT OUT OF ARBITRATION. **REQUESTS TO OPT OUT AFTER THE 30 DAY PERIOD SHALL NOT BE EFFECTIVE.**

N. Whether to agree to arbitration is an important decision. It is your decision to make and you are not required to rely solely on the information provided in these terms of use. You should take reasonable steps to conduct further research and to consult with counsel (at your expense) regarding the consequences of your decision.

WAIVER OF CLASS RELIEF AND COLLECTIVE ACTION

O. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR UNDERDOG SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. YOU MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL CLAIMS BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. UNDER THIS AGREEMENT, YOU MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. YOU AND UNDERDOG ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE YOU AGREED TO THIS AGREEMENT.

P. Severability. This Agreement applies solely to the extent permitted by law. If for any reason any provision of this Agreement or portion thereof, is found to be unlawful, void, or unenforceable, that part of this Agreement will be deemed severable and shall not affect the validity and enforceability of the remainder of this Agreement which shall continue in full force and effect. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

END OF SECTION 18 ARBITRATION AGREEMENT

19. WAIVER OF JURY TRIAL

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE PLATFORM OR SERVICES OR ANY TRANSACTIONS BETWEEN THE PARTIES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

20. Governing Law

The parties agree that these Terms of Use and the rights of the parties regarding the Services and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of North Carolina, which shall apply without regard to principles of conflicts of law.

21. Application License

Subject to your compliance with these Terms, Underdog grants you a limited non-exclusive, non-transferable license to download and install a copy of Underdog's mobile app on a device that you exclusively control and to run such copy of the app solely for your own personal use. Underdog reserves all rights in and to the app not expressly granted to you under these Terms. You will not run any version of the app on a jailbroken device.

If you have downloaded our app, you agree to promptly download and install any new version that we make available through the Apple App Store or Google Play store, as applicable. Some new versions may contain updated Terms. Some new versions may contain security fixes and service improvements, whether or not we disclose that they do; accordingly, failure to promptly update your version of the App may in some cases expose you to increased security risks or Services malfunctions.

22. Additional Terms for Our iOS App

You acknowledge and agree that: (i) these Terms are binding between you and Underdog only; (ii) Apple, Google, Android, and Facebook ("App Parties") are not parties to, or sponsors of, these Terms, and the App Parties are not responsible for fulfilling any obligations under these Terms; (iii) as between Underdog and the App Parties, it is Underdog that is responsible for the mobile app and the content thereof. You must use the iOS app only on an Apple-branded product that runs iOS. Your use of the app must comply with the terms of use applicable to the Apple source from which you obtain it (including the Usage Rules set forth in the Apple App Store

Terms of Service). You acknowledge that the App Parties have no obligation to furnish you with any maintenance and support services with respect to the app.

You acknowledge that the App Parties are not responsible for addressing any claims you have or any claims of any third party relating to the app or your possession and use of the app, including, but not limited to (i) product warranty or liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) claims that the app infringes a third party's intellectual property rights.

The App Parties and their subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of the Terms, the App Parties will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof. There are no other third-party beneficiaries of the Terms.

23.Age Restrictions

To open a betting account with Underdog and participate in sports wagering on the Site, you must be aged twenty-one (21) years or older at the time of account creation. If you are found to be under the age of twenty-one (21), or Underdog has a reasonable basis to suspect you are under the age of twenty-one(21), or you have been found to create an account to allow someone under the age of twenty-one (21) to wager on Underdog, your account will be immediately suspended, and you will be reported to the appropriate gaming authority.

24.General Information

i. Entire Agreement

These Terms, the Arbitration Agreement, Underdog's Privacy Policy, Underdog's Player Protection Policy, and Underdog's House Rules (and any additional terms, rules and conditions related to a particular sports wager or sporting event that Underdog may post on the Services) constitute the entire agreement between you and Underdog with respect to the Services and supersede any prior agreements, oral or written, between you and Underdog. In the event of a conflict between these Terms and any additional terms, rules and conditions, the latter will prevail over the Terms to the extent of the conflict.

ii. Waiver and Severability of Terms

The failure of Underdog to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

iii. Statute of Limitations

To the extent permitted by law, you and Underdog agree that any claims or lawsuits, regardless of form, arising out of or related to the Site (including Services) or these Terms of Use or Privacy Policy must BE FILED within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute.

iv. Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

v. Communications

Users with questions, complaints or claims with respect to the Services may contact us using the relevant contact information set forth above.

Thank you for using Underdog!