

IMPORTANT NOTICE

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING OUR WEBSITES, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH WIN ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1. USER AGREEMENT

Welcome to World Intersports Network Inc ("WIN")!

WIN owns and operates the Winners.net website ("Website/s", "WIN" or We, Us or Our) that links to these Terms of Use and provides its service to you subject to the following Terms of Use ("Terms"). We offer you access to our Websites and enable you to use our content, products, services, and promotions ("Services") that we may provide from our Websites and in accordance with our privacy policy ("Privacy Policy") ("Agreements").

2. CONSIDERATION

By accessing or using the Websites, registering for Services, or by accepting, uploading, submitting or downloading any information or content from or to the Websites you consent to the Terms and also accept our Privacy Policy and agree to be legally bound under both our Terms and our Privacy Policy. IF YOU DO NOT AGREE TO ALL THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE CONTENT OR SERVICES. The Terms of Use establish a legal agreement between Us and you, and shall apply to your use of the Websites and the Services even after termination.

3. MODIFICATIONS

The most current version of these Terms will be posted on our Website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms is material, we will make reasonable efforts and notify you through the email address you provided when registering on the Website. If you use the Services after any modification to the Terms, it constitutes your acceptance of the Terms of Use as modified.

4. ELIGIBILITY

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.

In order to register and use our Websites, you must be able to represent and warrant that:

- you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

- You will act in line with these Terms at all times and any other agreements between you and Us regarding your use of the Websites.

5. COMMUNICATIN AND INFORMATION PRACTICES

Your registration for the Services on our Websites may lead to certain commercial communications from Us. You acknowledge that these communications are an integral part of your registration, and that, to the extent required by law, you may choose to stop receiving these communications at any time by either unsubscribing on the website or sending an email to support@winners.net. However, We may still communicate with you via email to the extent permitted by applicable law.

In case of unplanned technical issues (e.g., if the Website becomes corrupted or does not allow the proper usage, or if there is a computer virus, bugs, tampering, unauthorized intervention, actions by users, fraud, technical failures, or any other causes of any kind, which in the sole opinion of Us corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service), We reserve the right, at our discretion, to disqualify any individual associated with or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service. Notification may be posted on the Website if cancellation, termination, modification or suspension occurs.

We are not responsible for human errors; invalid or inaccurate information; technical malfunctions; postal delays/postage due mail; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit the user to access the Website), including without limitation any injury or damage to any user's or any other person's computer or video equipment relating to or resulting use of the Service; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

6. CONDUCT

You oblige not to use the Services for any purpose that is unlawful or prohibited by the Terms, or any other purpose not reasonably intended by Us. By way of example, and not as a limitation, you agree not to:

- abuse, harass, impersonate, intimidate or threaten other of Our 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 Service 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 of Our users;
- create or submit unwanted email ("Spam") to any other of Our users;
- infringe upon the intellectual property rights of Ours, Our users, or any third party;

- submit comments linking to affiliate programs, 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;
- use any robot, spider, scraper, sniping software or other automated means to access the Service for any purpose without our express written permission. Additionally, you agree that you will not: take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or bypass any measures we may use to prevent or restrict access to the Service;
- advertise to, or solicit, any user to buy or sell any products or service, or use any information obtained from the Service in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;

In case you violate the above-mentioned rules, your Content from the Service may be removed and/or your account may be cancelled. You acknowledge and agree that We may remove any Content and terminate any account at any time 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 violations, please contact us at: 120 South 6th St, Suite 1000, Minneapolis, MN 55402, or via e-mail address support@winners.net.

In addition to any other legal or equitable remedy, We may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the Website. We may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. USER CONTENT

You acknowledge that all Content posted on the Website by a user (“User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originates. Consequently, you, not Us, are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Service. Under no circumstances will We be liable in any way for any User Content.

You also acknowledge that We may or may not pre-screen User Content, but that We reserve the right at its sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service. We also shall have the right to remove any User Content that violates the Terms or is otherwise offensive. You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable.

By submitting User Content or otherwise making any information available on or to the Service, you grant Us 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 hold the responsibility for your interactions with Our users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

8. INTELLECTUAL PROPERTY RIGHTS

The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the Intellectual Property), are owned by or licensed to Us and our affiliates, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Website and the Intellectual Property. You agree not to engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

Some of the Services may allow you to submit or transmit audio, video, text, or other materials (collectively, "User Submissions") to or through the Services. When you provide User Submissions, you grant to Us, our parents, subsidiaries, affiliates, and partners a nonexclusive, worldwide, royalty free, fully sublicensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

In addition, you agree that any User Submissions you submit shall not contain any material that is, in the sole and absolute discretion of Us, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, "Prohibited Content"). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to Us, may result in account suspension or termination.

You retain all of your ownership rights in and to your User Submissions. You will continue owning a User Submission after providing it to us, subject to any rights granted in the Terms of Use and any access granted to others. If you delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If your User Submission is shared with third parties, those third parties may have retained copies of your User Submissions. In addition, if we made use of your User Submission before you deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after you delete the User Submission. Terminating your account on a Service will not automatically delete your User Submissions.

We may refuse or remove a User Submission without prior notice to you. However, we have no obligation to monitor User Submissions. You agree that neither Us nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You represent and warrant that you have all rights necessary to grant to Us the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

9. THIRD PARTY WEBSITES

Our Websites may hyperlink to sites not maintained or related to Us. Hyperlinks are provided as a service to You and are not sponsored by or affiliated with Us and We make no representations or warranties about the content, completeness or accuracy of those third party sites. Information You submit to a third party site accessible from Our Website is subject to the control of that site's privacy policy. We have no control over how your information is collected, used, or otherwise handled.

LAW, ARBITRATION, CONSENT TO JURISDICTION IN MINNESOTA

10. PRE-ARBITRATION CLAIM RESOLUTION

For all Disputes, whether pursued in court or arbitration, you must first give WIN an opportunity to resolve the Dispute. You must commence this process by mailing written notification to WIN at South 120 South 6th St, Suite 1005, Minneapolis, MN 55402. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If WIN does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

10.1 Arbitration Agreement

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against WIN on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against WIN and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against WIN by someone else.

10.2 Agreement to Binding Arbitration Between You and WIN.

You and WIN agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Win, and not in a court of law.

You acknowledge and agree that you and WIN are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and WIN otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and WIN each retain the right to bring an individual action in small claims court and the right to seek

injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

10.3 Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Minnesota.

10.4 Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Minnesota and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

10.5 Location and Procedure.

Unless you and WIN otherwise agree, the arbitration will be conducted in the Hennepin County, Minnesota. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and WIN submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

10.6 Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees

and expenses, to the extent provided under applicable law. WIN will not seek, and hereby waives all rights WIN may have under applicable law to recover, attorneys' fees and expenses if WIN prevails in arbitration.

Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

11. CLASS ACTION WAIVER

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and WIN specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of this Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Service can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

12. JURY WAIVER

You understand and agree that by entering into this agreement you and WIN are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and WIN might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

12.1 Changes.

Notwithstanding the provisions in Section above, regarding consent to be bound by amendments to these Terms, if We change this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing Us with written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to 120 South 6th Street, Suite 900, Minneapolis, MN, 55401 or (b) by email from the email address associated with your Account to: support@WIN.net. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and WIN in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

12.2 Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

12.3 Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of Minnesota, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Minnesotans to assert claims under Minnesota law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of Minnesota law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Minnesota law to you if you do not otherwise reside in Minnesota.

13. WARRANTY DISCLAIMERS

You agree to use the Service at your sole risk. The Services (including the Service 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. You acknowledge that We have no control over, and no duty to take any action regarding: which users gain access to or use the Service; how the Content may affect you; how you may interpret or use the Content; or what actions may proceed after you are exposed to the Content. You release Us from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to other websites containing information that some people may find offensive or inappropriate.

We make no representations concerning any Content contained in or accessed through the Service, and We will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

14. LIMITATION ON LIABILITY

You understand and agree that We limit our liability in connection with your use of the websites as set forth below: under no circumstances shall We, our parents, subsidiaries, or affiliates, or the directors, officers, employees, or other representatives of each of them (collectively, the "WIN and WIN entities and individuals"), be liable to you for any loss or damages of any kind (including, without limitation, for any special, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages) that are directly or indirectly related to the websites, the content, or your upload information; the use of, inability to use, or performance of the websites; any action taken in connection with an investigation by Us or law enforcement authorities regarding your use of the websites or content; any action taken in connection with copyright owners; or any errors or omissions in the Website's technical operation, even if foreseeable or even if WIN and WIN entities and individuals have been advised of the possibility of such damages whether in an action of contract, negligence, strict liability tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the websites).

IN NO EVENT WILL THE WIN AND WIN ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE WIN AND WIN ENTITIES' AND INDIVIDUALS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT

RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEBSITE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY US AND/OR OUR PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

15. MISCELLANEOUS

Nothing in the Terms of Use shall be deemed to create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By using our Services on the Website, you agree to indemnify, protect, defend and hold harmless Us, our parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "WIN and WIN Entities"), from and against any and all third-party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses arising from or connected with your use of the Website, any payment methods used. The Website may contain links to third-party websites that are not owned or controlled by Us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, We will not and cannot censor or edit the content of any third-party site. By using the Website, you relieve Us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Us.

Third-party online publishers referring users to the Website shall not be responsible or liable for the Website or any of the content, software, or functions made available on, or accessed through, or sent from, the Website.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

WIN AND OTHER TRADEMARKS CONTAINED ON THE WEBSITE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF US OR OUR PARENTS, SUBSIDIARIES OR AFFILIATES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE WEBSITE.