

Bullpen Strategy Group, Inc. Terms of Service
Effective Date: September 10, 2020

Bullpen Strategy Group, Inc. (“**Bullpen Strategy**”) offers a service that allows Bullpen Strategy customers (“**Customers**”) and their users (“**you**”) the ability to gather specialized analysis through Twitter to solve problems, grow, and manage risk through Bullpen Strategy’s online tools including our website **bullpenstrategygroup.com** (the “**Site**”) (collectively, the “**Services**”). PLEASE READ THESE TERMS OF SERVICE (“**TERMS**”) CAREFULLY BEFORE USING OUR SERVICES.

1. Acceptance of Terms

THESE TERMS, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT <https://bullpenstrategygroup.com/terms-of-use/> AND AS INCORPORATING THE BULLPEN STRATEGY PRIVACY POLICY AVAILABLE AT <https://bullpenstrategygroup.com/privacy/> ARE A LEGAL AGREEMENT BETWEEN BULLPEN STRATEGY, AND YOU.

YOU MUST READ AND AGREE TO THESE TERMS, INCLUDING THE PRIVACY POLICY, BEFORE USING THE SITES AND/OR SERVICES CONTROLLED BY BULLPEN STRATEGY. BY USING THE SITES AND/OR THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SITES AND/OR THE SERVICES.

You are responsible for regularly reviewing the Terms, as the Terms may be modified at any time. All such modifications will be effective immediately upon posting. If You are dissatisfied with any modification to the Terms, Your only remedy is to terminate Your use of the Sites and/or the Services, as described in Section 15 (Termination and Survivability) of these Terms. Your continued use of the Sites and/or the Services after a change or update has been made to the Terms constitutes Your acceptance of such change or update.

2. Eligibility

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SERVICE. By using the Services, You represent and warrant that

- (a) You are 18 years of age or older;
- (b) All registration information You submit to Bullpen Strategy is truthful and accurate;
- (c) You will maintain the accuracy of such information; and
- (d) Your use of the Services does not violate any applicable law or regulation.

3. License to Use the Services

Provided that you comply with these Terms, Bullpen Strategy grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services, through a generally available web browser or mobile device, to view information and use the Services.

4. User Accounts

To use the Services, You may be required to create a user account (“*Account*”). If You create an Account, You agree to provide Bullpen Strategy current, complete, true and accurate information, and to update this information should it change.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. You agree to notify Bullpen Strategy immediately of any unauthorized use of Your Account or any other breach of security and to provide properly documented evidence as requested by Bullpen Strategy. You may not use anyone else’s Account at any time and You may not allow anyone else to use Your Account at any time. You agree that Bullpen Strategy will not be liable for any loss You may incur as a result of someone else using Your password or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by Bullpen Strategy or another party due to someone else using Your Account or password.

BULLPEN STRATEGY RESERVES THE RIGHT TO TERMINATE OR SUSPEND YOUR ACCOUNT AND/OR ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT BULLPEN STRATEGY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, CHANGE OR DISCONTINUANCE.

5. Ownership of Content

“*Content*” shall mean including, without limitation, data, images, drawings, photographs, video, audio, text, and any and all other material and information made available to you through the Services. ALL USE OF CONTENT IS PROVIDED “AS IS” AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT ALL CONTENT, EXCEPT FOR CUSTOMER CONTENT, IS THE PROPERTY OF BULLPEN STRATEGY AND/OR ITS LICENSORS AND THAT YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN ANY CONTENT, REGARDLESS OF WHETHER THAT CONTENT WAS PROVIDED BY BULLPEN STRATEGY, YOU, OR OUR CUSTOMER.

You acknowledge that the Content and Services are protected by copyrights, trademarks, and other proprietary rights owned by Bullpen Strategy, and/or its licensors, including rights to the selection, coordination, arrangement and enhancement of such Content, and that these rights are valid and protected in all media existing now or later developed. Except as expressly provided herein, Bullpen Strategy and its licensors do not grant You any express or implied rights, and all

right, title and interest that Bullpen Strategy has in the Services, that are not expressly granted by Bullpen Strategy to You are retained by Bullpen Strategy. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without Bullpen Strategy's prior written permission.

You agree that You may not upload or otherwise transmit on or through the Service Content that is subject to any third-party rights unless any holder of such rights has given express authorization for distribution through the Services.

6. Acceptable Use

ANY USE OF THE SERVICES IN VIOLATION OF THESE TERMS WILL BE REGARDED AS AN INFRINGEMENT OF BULLPEN STRATEGY'S COPYRIGHT RIGHTS IN AND TO THE CONTENT.

You may not, under any circumstances, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, translate, transfer, buy, auction, rent, lease, loan or sell any Content, or other materials appearing in or generated through the Services, or any information obtained from the Sites or the Services, without the prior express written consent of Bullpen Strategy.

You will at all times comply with the Twitter Terms accessible at <http://twitter.com/tos>, as such terms are amended from time to time.

You will refrain from posting any information to the Services which are copied, in whole or in part, from third party sources without authorization

You may not, under any circumstances, use the Services in any manner that is

- (a) Unlawful;
- (b) That could damage, disable, overburden, or impair any Bullpen Strategy server or the network(s) connected to any Bullpen Strategy server;
- (c) That could interfere with any other party's use and enjoyment of the Services;
- (d) That gains or attempts to gain unauthorized access to any Services, unpublished information or material, other users' Accounts, or computer systems and/or networks connected to any Bullpen Strategy server, or to any of the Services, through hacking, password mining or any other means; or
- (e) That reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Content or Sites.

BULLPEN STRATEGY RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED THROUGH THE SERVICE THAT IT DETERMINES IN ITS SOLE DISCRETION IN

VIOLATION OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING.

7. Communications

By providing Your email address to Bullpen Strategy and subscribing to Bullpen Strategy communications, You understand You may receive periodic information regarding current and future services offered on through the Service. You may unsubscribe at any time by terminating Your Account as described in Section 12 (Termination and Survivability).

8. Privacy/Security

You understand that any information provided by You or collected by Bullpen Strategy in connection with Your use of the Services will be used in the manner described in these Terms and in Bullpen Strategy's <https://bullpenstrategygroup.com/privacy/>, such privacy policy being incorporated into and made a part of these Terms by this reference. If You do not agree to the Privacy Policy you may not use the Services. Without limiting the terms of the Privacy Policy, You understand that Bullpen Strategy does not guarantee that Your use of the Services and/or the information provided by You will be private or secure, and Bullpen Strategy is not responsible or liable to You for any lack of privacy or security You may experience. You are fully responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services.

9. Jurisdictional Issues and Export Control Laws

The Services are controlled and operated by Bullpen Strategy from its offices within the United States. Bullpen Strategy makes no representation that Content and other materials available through the Services are appropriate or available for use in any other locations. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to abide by applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or other materials subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization.

10. Termination and Survivability

These Terms are effective until terminated. These Terms and Your access to the Bullpen Strategy Services will terminate when a Customer Agreement terminates.

The provisions of Sections 4 (Ownership of Content), 5 (Limitations), 10 (Termination and Survivability), 12 (Disclaimer of Warranty; Limitation of Liability), 13 (Indemnity), and 14 (Jurisdiction and Choice of Law) shall survive any termination of these Terms.

11. Links to Third-Party Sites

The Service includes links to certain third party sites (“*Linked Sites*”). These Linked Sites are not controlled by Bullpen Strategy. Bullpen Strategy is not responsible for the information of the Linked Sites, for the business practices or privacy policies of the Linked Sites, or for the collection, use or disclosure of any information by the Linked Sites. Bullpen Strategy provides links to the Linked Sites only as a matter of convenience, and the inclusion of any link does not imply an endorsement by Bullpen Strategy of any Linked Site. Additionally, Bullpen Strategy is not involved in any way in the actual transaction between the Linked Sites and You. Bullpen Strategy acts solely as a passive conduit for the Linked Sites’ sales, distribution and the communication of Your information with regards to transaction with Linked Sites.

12. Disclaimer of Warranty; Limitation of Liability

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

BULLPEN STRATEGY PROVIDES THE SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING. BULLPEN STRATEGY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BULLPEN STRATEGY ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA AND SERVICE INTERRUPTIONS.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF BULLPEN STRATEGY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS, EMPLOYEES OR VISITORS, WHETHER MADE ON THROUGH THE SERVICES, IN THE CONTENT OR OTHERWISE, SHALL CREATE ANY WARRANTY.

YOUR USE OF SERVICES AND ANY CONTENT AND THE SERVICES ARE ENTIRELY AT YOUR OWN RISK.

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) OR INJURY CAUSE BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION

LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE BULLPEN STRATEGY IS NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH BULLPEN STRATEGY IS TO STOP USING THE SERVICES, AND TO CANCEL YOUR ACCOUNT(S).

IN NO CASE SHALL BULLPEN STRATEGY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES, OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR INTERACTIONS WITH BULLPEN STRATEGY.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF BULLPEN STRATEGY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Indemnity

You agree to defend, indemnify and hold harmless Bullpen Strategy and its directors, officers, employees, agents, shareholders, licensors, parent companies and representatives, from and against all claims, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of

- (a) Your use of, or activities in connection with the Services;
- (b) Any violation of these Terms by You or through Your Account or using Your user name; or
- (c) Any allegation that any information, messages, or materials that You make available or create through the Services infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

14. Jurisdiction and Choice of Law

These Terms are made under and shall be governed by and construed in accordance with the laws of the state of New York, U.S.A., without reference to its conflict of laws principles. Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by confidential, binding arbitration in Washington, DC before a single arbitrator. The arbitration shall be administered by

JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The Parties hereby expressly waive trial by jury. Customer may bring claims only on its own behalf, and unless Provider agrees, the arbitrator may not consolidate more than one party's claims. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to the Agreement

15. Assignment

Bullpen Strategy may assign these Terms, in whole or in part, at any time. You may not assign, transfer or sublicense these Terms or any or all of Your rights or obligations under these Terms without Bullpen Strategy's express prior written consent.

16. Waiver

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

17. Headings

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

18. Notice

Notices to You may be made via posting to the Sites, by email, or by regular mail, in Bullpen Strategy's discretion. Bullpen Strategy may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices on through the Service. Without limitation, You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

19. Severability

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

20. Complete Agreement

These Terms, including the documents expressly incorporated by reference, constitute the entire agreement between You and Bullpen Strategy with respect to its subject matter. These Terms supersede all prior or contemporaneous communications, whether electronic, oral or written,

between You and Bullpen Strategy with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms.

21. Questions

If you have any questions, comments or complaints regarding these Terms or the Sites or Services, feel free to contact us at: webinfo@bullpenstrategygroup.com.

22. General Provisions

A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The parties agree that all correspondence relating to these Terms, shall be written in the English language.

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