

NEXT FAN UP

Terms of Use

Effective Date: August 27, 2026

Last Updated: August 27, 2026

Welcome to Next Fan Up. These Terms of Use ("Terms") govern your access to and use of the Next Fan Up mobile application and any related services (collectively, the "App"), operated by Next Fan Up ("NFU," "we," "us," or "our"). By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not download or use the App. You must be at least 13 years of age to use the App. By using the App, you represent that you are at least 13 years old.

1. The App

Next Fan Up is a sports fan engagement platform. The App allows users to make game picks, participate in head-to-head sports trivia (FanClash), follow live scores, engage with fan communities, earn FanCoins and XP, and compete on leaderboards across NFL, NBA, CFB, MLB, NHL, and CBB.

The App is intended for entertainment and fan engagement purposes only. Next Fan Up is not a gambling platform, daily fantasy sports platform, or sports betting service. FanCoins and XP earned through the App have no monetary value, cannot be redeemed for cash, and cannot be transferred to other users or platforms except as expressly stated in the App.

Subject to your compliance with the Terms, NFU hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site. You are not permitted to use the Site in any manner other than interacting with the functionality offered to end users on the Site itself. Any other uses, such as data mining or data scraping or otherwise developing, supporting or using software, devices, scripts, robots or any other similar means or processes, are impermissible. NFU reserves the right to terminate the foregoing license for any reason, including breach of these Terms. NFU reserves the right to change, suspend, discontinue or terminate any part of the Site or limit the availability of features, content and other information thereof, at any time and with or without notice.

2. Accounts

2.1 Account Creation

To access certain features of the App, you must create an account. You agree to provide accurate, current, and complete information when creating your account and to keep your account information updated. Applying with inaccurate information or misleading information may be grounds to have access terminated by NFU.

2.2 Account Security

You are solely responsible for maintaining the confidentiality and security of your username, password, authentication credentials, and any device used to access your account. You may not

share, transfer, sell, or permit any other person to use your account or credentials. You are responsible for all activities, transactions, submissions, and communications occurring through your account, whether or not authorized by you, except to the extent otherwise required by applicable law.

You must promptly notify us upon discovering or reasonably suspecting any unauthorized access to or use of your account, compromise of your credentials, or other security incident. You agree to provide all information and cooperation reasonably requested in connection with our investigation and to immediately change any compromised credentials. We may suspend, restrict, or terminate access to your account if we reasonably believe that your account has been compromised, is being used unlawfully, or presents a security risk to the App, its users, or any third party. To the fullest extent permitted by applicable law, we are not responsible for any loss, damage, liability, or expense arising from your failure to secure your account, safeguard your credentials, restrict access to your devices, or timely report suspected unauthorized activity.

2.3 One Account Per User

Unless we expressly authorize otherwise in writing, each individual may create, register, access, and maintain only one account. You may not create, control, access, or use multiple accounts, whether directly or indirectly, including through different email addresses, telephone numbers, devices, identities, payment methods, or third parties. You also may not allow another person to create or use an account on your behalf.

Creating, maintaining, or coordinating multiple accounts to manipulate rankings, circumvent eligibility requirements, obtain duplicate promotions or rewards, influence leaderboards, interfere with FanClash, evade an account restriction, or otherwise obtain an unfair competitive advantage is strictly prohibited. We may use account, device, network, transaction, and other available information to identify accounts that we reasonably believe are associated with the same individual or coordinated activity.

If we determine that you have violated this provision, we may, subject to applicable law and any governing contest or promotion rules, suspend or permanently terminate all related accounts; disqualify affected entries, scores, rankings, rewards, or results; revoke improperly obtained benefits; and take any other action we consider reasonably necessary to protect the integrity of the App and its competitions.

2.4 Account Termination

We may investigate suspected violations of these Terms and, to the fullest extent permitted by applicable law, suspend, restrict, disable, or permanently terminate your account or access to any portion of the App at any time, with or without prior notice, if we reasonably determine that:

- (a) you have violated these Terms, any applicable contest or promotion rules, or applicable law;
- (b) your conduct is fraudulent, abusive, deceptive, disruptive, or harmful to the App, another user, us, or any third party;
- (c) your account presents a security, legal, regulatory, reputational, or operational risk;
- (d) you have attempted to manipulate leaderboards, FanClash results, scoring, eligibility,

- rewards, or other App features;
- (e) suspension or termination is necessary to protect the integrity, security, or proper operation of the App; or
- (f) continued access is otherwise inappropriate in our reasonable discretion.

During any investigation or suspension, we may restrict access to your account, remove or disable content, invalidate affected activity or results, and temporarily withhold rewards, prizes, or other benefits while we determine eligibility, subject to applicable law and any governing official rules. Termination may result in the loss of access to your account, account history, rankings, content, virtual items, promotional benefits, and other App features. Except where prohibited by law, we will not be liable for any loss or damage arising from a suspension, restriction, or termination made in accordance with these Terms.

3. Picks

3.1 Nature of Picks

The Picks feature allows eligible users to predict the outcomes of selected sporting events for entertainment and fan-engagement purposes only. NFU does not accept or facilitate wagers through Picks. Users may not stake money or anything of monetary value on a Pick, and no money, cash equivalent, or other item of monetary value may be won or lost through the Picks feature. NFU may add, remove, limit, suspend, or discontinue any supported league, event, market, or Pick type at any time.

3.2 FanCoin Rewards

NFU may award FanCoins for correct Picks in the amounts and under the rules displayed in the App. FanCoins are limited, revocable, nontransferable digital units licensed for use solely within the App. FanCoins are not money, property, legal tender, stored value, or a cash equivalent; have no monetary or redemption value; and may not be purchased, sold, transferred, exchanged, or redeemed for cash or anything of monetary value.

NFU may modify FanCoin earning rates, permitted uses, expiration terms, or reward structures at any time. NFU may also correct, withhold, reverse, or revoke FanCoins awarded because of an error, fraud, manipulation, misuse, or violation of these Terms.

3.3 Pick Submission and Locking

A Pick is valid only when it is received and recorded by NFU's systems before the applicable lock time displayed in the App. NFU's server time and records control. Once locked, a Pick is final and may not be changed, withdrawn, or canceled.

Late, incomplete, duplicate, corrupted, or unrecorded submissions will not be accepted. NFU is not responsible for Picks that are delayed, lost, or not recorded because of internet, device, carrier, software, platform, data-provider, or other technical failures.

3.4 Grading and Settlement

NFU grades and settles Picks using the official results and rules reported by the league, governing body, or data source designated by NFU. Unless otherwise stated in the App, overtime, extra innings, and other official extensions of play count toward settlement.

A canceled or postponed event will be treated as a push unless NFU posts a different rule for that event or Pick type before the applicable lock time. A spread or total Pick that lands exactly on the posted line will also be treated as a push. For a push, the Pick is void and no FanCoins are awarded or deducted.

NFU may delay settlement and may regrade, correct, or void a Pick to address an official scoring change, data error, grading error, event irregularity, or other circumstance affecting the integrity of the result. NFU's settlement determinations are final and binding to the fullest extent permitted by law.

3.5 Data Accuracy

NFU may rely on third-party providers for schedules, start times, scores, statistics, lines, event status, and official results. Third-party data may be delayed, interrupted, incomplete, or inaccurate and is provided without warranty.

To the fullest extent permitted by law, NFU is not responsible for any loss, missed Pick, incorrect display, settlement issue, or other consequence resulting from third-party data or service failures. NFU may correct, regrade, resettle, or void any affected Pick and adjust related FanCoin balances as reasonably necessary to preserve the integrity of the App.

The revised language states the actual free-to-play mechanics rather than relying only on a categorical assertion that Picks is “not gambling.” That distinction matters because the federal definition of a “bet or wager” focuses, in part, on whether a participant risks something of value for the opportunity to receive something of value.

4. FanClash

4.1 Head-to-Head Trivia

Game Format and Results: FanClash is a sports-trivia feature that allows users to challenge another user or be matched with an available opponent. Unless otherwise stated in the App, each match consists of five questions that may vary in subject matter and difficulty. The player who answers the most questions correctly wins. If the players answer the same number of questions correctly, the player with the shortest cumulative response time for correct answers wins.

NFU's systems, timers, answer records, and scoring determinations control. NFU may cancel, void, rescore, or resolve any match affected by a technical failure, data error, irregular activity, disputed result, or other circumstance affecting the fairness or integrity of the game. NFU's determinations are final to the fullest extent permitted by law.

4.2 Fair Play

You must play FanClash personally, honestly, and without assistance. You may not use or obtain assistance from search engines, reference materials, artificial intelligence tools, bots, scripts, automation, answer-sharing services, another person, multiple accounts, or any other method that provides or attempts to provide an unfair advantage.

You may not collude with another user, manipulate matchmaking or response times, intentionally disrupt a match, exploit a vulnerability, share questions or answers, impersonate another user, or otherwise interfere with the integrity of FanClash. NFU may monitor gameplay and related account, device, network, and activity data to detect suspected cheating or abuse.

NFU may immediately suspend or terminate any associated account, void affected matches, remove rankings, reverse rewards, and disqualify users from future participation when NFU reasonably determines that prohibited conduct has occurred.

4.3 FanCoin Rewards

NFU may award FanCoins for eligible FanClash wins and other qualifying activity in the amounts and subject to the limits displayed in the App. Solo-mode earnings and other rewards may be subject to daily caps, eligibility requirements, anti-abuse controls, and additional restrictions established by NFU.

FanCoins are governed by Section 5 and have no cash or monetary value. NFU may withhold, correct, reverse, or revoke FanCoins awarded because of an error, fraud, cheating, manipulation, or violation of these Terms.

Unless expressly provided under separate official promotion or contest rules, FanClash does not require users to stake money or anything of value and does not award cash or cash-equivalent prizes.

5. FanCoins and XP

5.1 Nature of FanCoins and XP

FanCoins, or “FC,” and experience points, or “XP,” are limited, virtual in-app units that NFU may make available through Picks, FanClash, social activity, check-ins, promotions, and other eligible activity. FanCoins and XP are provided solely for entertainment, engagement, status, and access to designated App features.

FanCoins and XP are not money, legal tender, stored value, property, securities, or cash equivalents. They have no intrinsic or real-world monetary value and may not be sold, purchased, transferred, assigned, exchanged, pledged, or redeemed for cash except where NFU expressly permits otherwise under separate written terms.

5.2 Limited License; No Ownership Rights

Any FanCoin or XP balance represents only a limited, personal, revocable, nonexclusive, and nontransferable license to access designated features or benefits within the App. You do not own FanCoins or XP and have no property, contractual, vested, or other ownership interest in any balance.

FanCoins and XP are not held in trust, are not deposits, and do not create any debtor-creditor relationship between you and NFU. No interest accrues on any balance.

5.3 Changes, Corrections, and Expiration

NFU may establish or modify the methods for earning, using, limiting, expiring, or forfeiting FanCoins and XP at any time. NFU may also adjust, suspend, discontinue, correct, reverse, or revoke any FanCoin or XP balance arising from an error, technical issue, fraud, abuse, unauthorized activity, account termination, or violation of these Terms.

NFU does not guarantee the continued availability, usefulness, or value of any FanCoin or XP program, feature, earning opportunity, or balance. To the fullest extent permitted by law, NFU will not be liable for any modification, reduction, expiration, forfeiture, or discontinuation of FanCoins or XP.

5.4 Future Rewards or Redemption Features

FanCoins and XP are not redeemable for cash or other items of value unless NFU expressly introduces a qualifying rewards or redemption feature. NFU has no obligation to introduce or maintain any such feature.

Any future rewards, promotional, or redemption program will be subject to separate terms, eligibility requirements, geographic restrictions, limits, expiration rules, verification procedures, and applicable law. Participation may require your acceptance of those additional terms. The introduction of any future feature does not create a right to redeem previously earned FanCoins or XP unless NFU expressly states otherwise.

6. Community and Social Features

6.1 User Content

The App allows you to submit posts, comments, and reactions to community feeds ("User Content"). You retain ownership of your User Content. By submitting User Content, you grant NFU a non-exclusive, royalty-free, worldwide, perpetual license to use, display, reproduce, modify, and distribute your User Content in connection with operating and promoting the App.

6.2 Community Standards

You agree not to submit User Content that:

- Is abusive, harassing, threatening, defamatory, or hateful toward any individual or group
- Contains obscene, sexually explicit, or graphic violent material

- Violates the intellectual property rights of any third party
- Contains spam, solicitations, or unauthorized advertising
- Impersonates any person or entity
- Contains personal or private information about another person without their consent
- Violates any applicable law or regulation

6.3 Moderation

We reserve the right to remove any User Content that violates these Terms or our community guidelines, at our sole discretion and without prior notice. Repeated violations may result in suspension or termination of your account.

6.4 No Endorsement

We do not endorse any User Content submitted by users. User Content reflects the views of the individual user and not the views of NFU. NFU shall not, now or forever, be subject liability for any User Content violations by its guests and/or customers.

7. Leaderboards and Top Fan Status

7.1 Leaderboard Rankings

The App may feature leaderboards that rank eligible users based on criteria established by NFU, including Picks performance, FanClash results, XP, and qualifying social engagement. NFU may determine and modify scoring methods, eligibility requirements, ranking periods, categories, tie-breaking procedures, and other leaderboard rules at any time. NFU's systems and records control, and all rankings remain subject to review, correction, and verification.

7.2 Top Fan Status

NFU may designate eligible, highest-ranked users as "Top Fans" on weekly, monthly, yearly, or other cycles identified in the App. Top Fan status is personal, nontransferable, revocable, and granted solely for recognition and entertainment purposes. It does not create any ownership right or guarantee continued status, access, benefits, rewards, or compensation.

7.3 Leaderboard Integrity and Disqualification

You may not manipulate or attempt to manipulate any leaderboard, ranking, or Top Fan designation through multiple accounts, bots, scripts, coordinated activity, artificial engagement, collusion, fraudulent submissions, exploitation of technical errors, or any other unfair or unauthorized method.

NFU may investigate suspected misconduct and, in its reasonable discretion, exclude activity from scoring, correct rankings, disqualify users, revoke Top Fan status, reverse associated FanCoins or XP, or suspend or terminate related accounts. NFU may also withhold a ranking or designation while an investigation is pending. NFU's eligibility, scoring, and disqualification decisions are final to the fullest extent permitted by law.

7.4 No Monetary Value; Program Changes

Leaderboard rankings and Top Fan status have no cash, property, or monetary value and may not be sold, transferred, assigned, or exchanged. Unless expressly stated in separate official promotion or contest rules, no ranking or Top Fan designation entitles a user to any prize, payment, or item of value.

NFU may modify, suspend, reset, or discontinue any leaderboard or Top Fan program at any time without liability, including by changing scoring criteria, ranking periods, eligibility requirements, or the availability of any associated features or recognition.

8. Intellectual Property

8.1 Our Content

The App and all content created by NFU — including but not limited to the Next Fan Up name, logo, brand identity, game mechanics, scoring systems, FanClash format, and all text, graphics, and software — are owned by or licensed to NFU and are protected by applicable intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from our content without our express written permission.

8.2 Third-Party Trademarks

Team names, league names, and related marks referenced in the App are the property of their respective owners. Their use in the App is for editorial and informational purposes under applicable fair use principles. NFU is not affiliated with, endorsed by, or sponsored by any professional sports league or team.

8.3 Feedback

If you submit feedback, suggestions, or ideas about the App, you grant NFU the right to use that feedback without restriction or compensation to you.

9. Prohibited Conduct

You agree not to:

- Use the App for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to the App, our servers, or any other systems connected to the App
- Use bots, scrapers, or automated tools to interact with the App
- Create multiple accounts to gain competitive advantages
- Manipulate leaderboards, picks results, or FanClash outcomes through any fraudulent mean
- Reverse engineer, decompile, or disassemble any part of the App
- Interfere with or disrupt the integrity or performance of the App
- Sell, transfer, or attempt to monetize your account or FanCoin balance

- Use the App to collect information about other users without their consent

10. Disclaimers

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that the App will be uninterrupted, error-free, or free of viruses or other harmful components. We do not warrant the accuracy of sports data, scores, or statistics displayed in the App, which are provided by third-party data providers.

Next Fan Up is not a gambling platform. Nothing in the App constitutes an offer to engage in gambling, sports betting, or wagering of any kind.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NFU AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO US IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

12. Indemnification

You agree to indemnify, defend, and hold harmless NFU and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with: (a) your use of the App; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any applicable law or the rights of any third party.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Illinois, without regard to its conflict of law provisions.

Any dispute arising out of or relating to these Terms or your use of the App shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association,

conducted in Illinois (see arbitration clause below). You waive your right to participate in any class action lawsuit or class-wide arbitration related to the App.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

AGREEMENT TO ARBITRATE

YOU AGREE THAT: ALL DISPUTES ARISING FROM OR RELATING TO THESE TERMS SHALL BE FINALLY SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY ADR SOLUTIONS IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES IN EFFECT AT THE TIME OF THE ARBITRATION, EXCEPT AS THEY MAY BE MODIFIED HEREIN OR BY AGREEMENT OF THE PARTIES. THE SEAT OF THE ARBITRATION SHALL BE PEORIA COUNTY IN ILLINOIS BUT ANY HEARING MAY BE CONDUCTED REMOTELY OR AT SOME OTHER LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR JOINTLY APPOINTED BY THE PARTIES, EXCEPT IF THE SOLE ARBITRATOR IS NOT APPOINTED WITHIN 30 DAYS OF THE DEMAND FOR ARBITRATION, THEN ADR SOLUTIONS SHALL APPOINT THE ARBITRATOR. THIS ARBITRATION PROCESS WILL BE THE SOLE RECOURSE AVAILABLE TO YOU TO CHALLENGE ANY DETERMINATION. YOU WILL NOT HAVE THE RIGHT TO LITIGATE THIS DISPUTE IN COURT, HAVE A JURY TRIAL ON YOUR CLAIM OR PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING, AND OTHER RIGHTS THAT YOU MAY HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE ARBITRATION PROVISION SET FORTH HEREIN AND ANY ARBITRATION CONDUCTED THEREUNDER SHALL BE GOVERNED EXCLUSIVELY BY THE FEDERAL ARBITRATION ACT TO THE EXCLUSION OF ANY STATE OR MUNICIPAL LAW OF ARBITRATION

14. Changes to These Terms

We may update these Terms from time to time. When we make material changes, we will notify you by updating the "Last Updated" date at the top of these Terms and, where appropriate, by sending you a notification through the App or by email.

Your continued use of the App after any changes to these Terms constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the App.

15. Miscellaneous

These Terms, together with our Privacy Policy, constitute the entire agreement between you and NFU regarding your use of the App and supersede all prior agreements.

If any provision of these Terms is found to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

Our failure to enforce any provision of these Terms does not constitute a waiver of our right to enforce that provision in the future.

You may not assign your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations freely.

16. Contact Us

If you have questions about these Terms, please contact us at:

Next Fan Up

Attn: Mitch Gilfillan

QUINN JOHNSTON LAW

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Peoria, IL 61602

Email: aj@nextfanup.app

Website: <https://nextfanup.app>