TERMS OF USE – LVLup Props

Effective Date: November 18, 2025

Last Updated: November 18, 2025

These Terms of Use (the "Terms" or this "Agreement") govern your access to and use of the LVLup Props websites, mobile applications, dashboards, widgets, APIs, and related services (collectively, the "Service"), offered by LVLup Sports Consulting Inc. ("LVLup Props", "we", "us", or "our"). By creating an account, starting a free trial, purchasing a subscription, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

IMPORTANT NOTICES

- LVLup Props provides research and analytics tools only. We are not a sportsbook, gambling operator, financial advisor, or provider of personalized betting advice. All content is informational and educational.

- Outcomes in sports are uncertain and data may be incomplete, delayed, or inaccurate. No profit guarantees are made. Use of the Service is at your own risk.

- Age and legality requirements apply. You are responsible for ensuring wagering is legal in your jurisdiction before placing any bet with a third party.

1. DEFINITIONS

- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party. "Control" means ownership or control of more than 50% of voting interests.

- **Content** means any data, information, text, graphics, images, reports, probabilities, analytics, tools, or materials made available through the Service, including but not limited to LVLup Scores, EV metrics, flags, dashboards, visualizations.

- **Subscriber Data** means data or information you submit or upload to the Service (e.g., account details, preferences, notes, saved items).

- **Subscription Plan** means the then-current subscription tier(s), features, and pricing offered by LVLup Props from time to time.

- **Fees** means amounts owed for access to the Service under your Subscription Plan.

- **Malicious Code** means viruses, worms, time bombs, Trojan horses, scripts, or other harmful code.

2. ELIGIBILITY; RESPONSIBLE USE

2.1 Minimum Age. You represent and warrant that you are at least 21 years old, or the higher age required by the laws of your jurisdiction for accessing gambling-related information or services (whichever is greater). If you are in Canada, the minimum age is 19 (or 18 in provinces/territories where that is the legal age of majority for gambling, such as Alberta, Manitoba, and Québec). You are solely responsible for determining and complying with the applicable age requirement in your jurisdiction. If you do not meet the minimum age in your jurisdiction, you must not use the Service.

2.2 Legality of Wagering. LVLup Props is not a gambling operator. You alone are responsible for confirming that wagering is legal in your jurisdiction and for complying with all applicable laws, rules, and policies of sportsbooks and regulators.

2.3 Responsible Play. Never wager money you cannot afford to lose. If you believe you may have a gambling problem, seek help immediately (see Responsible Gaming Resources below).

3. NATURE OF THE SERVICE; NO ADVICE

3.1 Research Only. The Service provides data-driven tools (e.g., expected value calculations, LVLup Scores, matchup indicators, flags, and similar analytics) intended for informational and educational purposes. We do not: (a) accept or facilitate bets; (b) provide individualized recommendations; (c) guarantee accuracy, timeliness, or completeness; or (d) guarantee profits or outcomes.

3.2 No Professional Advice. The Service and Content are not financial, investment, legal, tax, or gambling advice. You are solely responsible for any decision to place a wager or take action based on the Content.

4. ACCOUNTS AND ACCEPTABLE USE

4.1 Account Security. You are responsible for all activity under your account and for maintaining the confidentiality of your login credentials. Notify us immediately at **support@lvlupprops.ai** of any unauthorized use or security incident.

4.2 Single-User License; No Sharing. Subscriptions are licensed per individual. You may not share your login, allow others to access your account, or resell, rent, or transfer your account. We may use technical measures (e.g., device/session limits) to enforce this.

4.3 Prohibited Conduct. You will not: (a) copy, scrape, crawl, harvest, or bulk-download Content; (b) reverse engineer, decompile, or attempt to access source code; (c) use bots, automation, or Malicious Code; (d) upload unlawful, infringing, or harmful material; (e) interfere with or degrade the Service; (f) circumvent paywalls, usage limits, or DRM; (g) misrepresent affiliation or impersonate others; (h) build a competing product or service using the Service or Content; or (i) use the Service to spam or otherwise violate laws.

4.4 Compliance. You will comply with all applicable laws, including provincial/territorial and federal laws and regulations.

5. SUBSCRIPTIONS, TRIALS, FEES, AND TAXES

5.1 Plans and Auto-Renewal. Access to the Service requires a paid Subscription Plan (unless on a free trial or using our freemium). All subscriptions auto-renew at the then-current price until cancelled. We will disclose pricing, term, and renewal details at checkout.

5.2 Free Trials. If we offer a free trial, we will specify its length. At the end of the trial, your subscription converts to a paid, auto-renewing plan unless you cancel before the trial ends.

5.3 Billing; Payment Methods. You authorize LVLup Props (and our payment processors) to charge all Fees and applicable Taxes to your chosen payment method. You must keep your billing information current. If a charge is declined, we may suspend or terminate access until payment is resolved.

5.4 Price Changes. We may change prices or features for future periods by providing notice (e.g., e-mail, in-app, or on-site) at least 30 days before renewal.

5.5 Refunds. Unless otherwise stated at purchase or required by law, all sales are final and non-refundable. If required by applicable consumer protection laws, statutory rights will apply.

5.6 Chargebacks. You agree not to make fraudulent chargebacks. We may contest chargebacks with evidence of your access and acceptance of these Terms.

6. INTELLUCTUAL PROPERTY OWNERSHIP

6.1 LVLup Props Ownership. The Service, Content, and all intellectual property rights therein (including copyrights, trademarks, trade secrets, and patents) are owned by LVLup Props or its licensors. All rights not expressly granted herein are reserved.

6.2 Limited License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service and Content for your personal, non-commercial use.

6.3 Trademarks. "LVLup Props," and related marks are trademarks of LVLup Sports Consulting Inc. You may not use them without our prior written consent.

7. SUBSCRIBER DATA

7.1 Your Ownership. You retain ownership of your Subscriber Data. By submitting Subscriber Data, you grant us a worldwide, royalty-free license to use, store, and process it as necessary to provide the Service.

7.2 Data Security. We will implement reasonable measures to protect Subscriber Data, but we are not responsible for unauthorized access beyond our control.

8. PRIVACY

Your use of the Service is subject to our Privacy Policy, available at [www.lvlupprops.ai/privacy], which is incorporated herein by reference.

9. DISCLAIMERS

THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM MALICIOUS CODE.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LVLUP PROPS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING FROM YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless LVLup Props, its Affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Service; (b) your violation of these Terms; (c) your Subscriber Data; or (d) your violation of any third-party rights or applicable laws.

12. TERMINATION

12.1 By You. You may cancel your subscription at any time via your account settings. No refunds for partial periods.

12.2 By Us. We may suspend or terminate your access for violation of these Terms, non-payment, or any other reason, with or without notice.

12.3 Effect of Termination. Upon termination, your license ends, and you must cease using the Service. Sections surviving termination include 6, 9, 10, 11, 16, and 18-20.

13. CHANGES TO THE SERVICE

We may modify, suspend, or discontinue the Service (or any part thereof) at any time, with or without notice.

14. CHANGES TO THE TERMS

We may update these Terms by posting the revised version on the Service and updating the "Last Updated" date. Continued use constitutes acceptance. For material changes, we will provide notice (e.g., e-mail).

15. FORCE MAJURE

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including acts of God, war, terrorism, strikes, or natural disasters.

16. GOVERNING LAW; ARBITRATION

These Terms are governed by the laws of the Province of Ontario, Canada, without regard to conflicts of laws rules. Any dispute, claim, or controversy arising out of or relating to these Terms or the Service - including formation, interpretation, breach, termination, or validity - shall be resolved exclusively by binding arbitration administered by the ADR Institute of Canada (ADRIC) in accordance with its Arbitration Rules.

The arbitration shall take place in Toronto, Ontario, before a single neutral arbitrator. LVLup Props will select a proposed arbitrator from the ADR Institute of Canada's roster. The arbitrator shall be appointed unless the User demonstrates reasonable grounds of conflict of interest, in which case LVLup Props will propose an alternate. If no proposed arbitrator is

accepted within 30 days, the ADR Institute of Canada will appoint the arbitrator. The language of the proceedings shall be English. Each party shall bear its own costs, and the arbitrator may allocate fees and expenses consistent with the award.

The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

You waive any right to participate in a class action or to have a trial by jury. All claims must be brought by you individually and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

17. MISCELLANEOUS

17.1 Entire Agreement. These Terms, together with any incorporated policies, constitute the entire agreement between you and LVLup Props.

17.2 Severability. If any provision is held invalid or unenforceable, the remainder shall remain in effect.

17.3 Waiver. No waiver of any breach shall constitute a waiver of any other breach.

17.4 Assignment. You may not assign these Terms without our consent. We may assign them freely.

17.5 Notices. Notices to you may be sent via e-mail or posted on the Service. Notices to us must be sent to support@lvlupprops.ai.

18. EXPORT CONTROLS

You agree to comply with all applicable export laws and not to use the Service in embargoed countries or by restricted persons.

19. ELECTRONIC COMMUNICATIONS

You consent to receive communications electronically, including via e-mail and in-app notifications.

20. SURVIVIAL

Provisions that by their nature should survive termination (e.g., ownership, disclaimers, liability limits) shall do so.

RESPONSIBLE GAMING RESOURCES

If gambling is affecting you or someone you know, please seek help. Examples include:

- **ConnexOntario:** 24/7 information and referral for problem gambling support.

- **Birches Health:** Behavioral addiction program providing online treatment for gambling and sports betting.

CONTACT

Questions about these Terms? Contact **support@lvlupprops.ai**.