

CHALK SPORTS, LLC TERMS OF USE

Chalk Sports LLC (“Chalk”) operates the <http://www.chalkokc.com> website and the Chalk Restaurant mobile application (collectively known as the “Service”).

Your use of the Service is subject to the Terms of Use (this “Agreement”) which establishes a legally binding agreement between you and Chalk. Please thoroughly read this Agreement before using the Service. Your use of the Service constitutes an acknowledgment of the binding nature of this Agreement and your acceptance thereof.

Chalk reserves the right, in its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted and displayed on our website. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service after any modification to the Agreement shall constitute an acceptance of the terms as modified.

CONDUCT AND USE OF THE SERVICE

As a condition of use, you promise not to use the Service for any purpose that is unlawful or prohibited by the terms of this Agreement, or any other purpose not reasonably intended by Chalk. Including, but not limited to the following, you agree not to:

- Abuse, harass, impersonate, intimidate or threaten other Chalk 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 transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Chalk user;
- Create or submit unwanted email (“Spam”) to any other Chalk users;
- Infringe upon the intellectual property rights of Chalk, its users, or any third party;
- Submit comments linking 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;
- Use artificial means, including creating multiple user accounts, to inflate your rewards account balance;
- Sell or otherwise transfer your profile.

Conduct violations may result in the removal of the offending content from the Service as well as the suspension/termination of your account. You acknowledge and accept that Chalk may, in its own discretion, remove any User Content (defined below) at any time for any reason.

CONTENT OWNERSHIP AND RIGHTS

CHALK CONTENT

The Service and its original content, features, and functionality are owned by Chalk and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights.

The unauthorized copying, displaying, selling, distributing, or other use of any original content is a violation of the law. You represent and warrant that you will use the original content and the Service only for the purposes permitted herein.

USER CONTENT

You understand that all Content made available on the Service 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 originated. This means that you, not Chalk, 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 Chalk be liable in any way for any User Content.

You acknowledge that Chalk may or may not pre-screen User Content, but that Chalk 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 Service. Without limiting the foregoing, Chalk and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Chalk's sole discretion. You understand that by using the Service, 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 Service.

With respect to User Content you submit or otherwise make available on or to the Service, you grant Chalk an irrevocable, fully sub-licensable, perpetual, worldwide, 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 Service. Chalk reserves the right, but has no obligation, to monitor disputes between you and other users.

TERMINATION AND SUSPENSION

Chalk may terminate your access to the Service, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

If your account is subject to a suspension, please respect the restrictions and limitations imposed on your account as part of the suspension. If you would like to restore a suspended account or voluntarily terminate and active account please contact us at the information provided below.

INDEMNITY

You agree to release and to indemnify, defend and hold harmless Chalk and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages,

costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, 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. Chalk 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 Chalk in the defense of such matter.

WARRANTY DISCLAIMERS

You expressly understand and agree that your use of the Service is at your sole risk. The Service (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 Chalk 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 Chalk 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. Chalk makes no representations concerning any Content contained in or accessed through the Service, and Chalk will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

LIMITATION ON LIABILITY

You agree that chalk and chalk affiliates are not liable to you for damages of any kind, whether based in tort, contract strict liability, or otherwise, including, without limitation, any direct, special, indirect, incidental, consequential, or punitive damages (collectively, "damages") resulting in any way from or in connection with: (i) the service, the content, messages, and/or any services performed through the service or any failure of performance; (ii) any errors or omissions in the technical operation or content of the service; (iii) any action taken in connection with an investigation by chalk, law enforcement, or other authorities regarding your use of the service or the content; (iv) any action taken in connection with copyright owners; or (v) the conduct, actions,

or inactions of service users or your interactions or relationships with service users, even if chalk or the chalk affiliates have been advised of the possibility of such damages, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of, or unauthorized access to, the service or its related information or programs.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

GENERAL INFORMATION

ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Chalk with respect to the Service and supersedes any prior agreements, oral or written, between you and Chalk. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict

WAIVER AND SEVERABILITY

The failure of either party 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.

VENUE AND CHOICE OF LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma with venue in Oklahoma City, Oklahoma.

PRIVACY POLICY

For information regarding the use of personal and private information please refer to Chalk's Privacy Policy.

CONTACT US

For questions, comments or concerns about this Terms of Use; challenges to suspensions; reporting violations; and/or any other issues please contact us:

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