

Terms and Conditions

Effective Date: October 18, 2024

1. Introduction

Welcome to www.propsmadness.com (the "Website"). By accessing or using any part of the Website, you agree to comply with and be bound by these Terms and Conditions (the "Terms"). These Terms apply to all users globally. If you do not agree with these Terms, you must not use the Website.

2. Services Provided

PropsMadness provides users with access to sports analytics, statistics, and related information such as historical player performance data, shot map zones, play types data, and more. The Website also displays sportsbook odds across various betting markets (such as points, rebounds, assists). Services are subject to change without notice.

Please Note: PropsMadness is not affiliated with any sportsbooks and does not generate revenue from them.

3. User Registration and Subscription Services

Certain features of the Website require user registration and may be subject to a fee. PropsMadness offers subscription services ("Premium Services") that provide enhanced access to features and content on the Website.

- **Free Access:** Users who do not subscribe will have limited access to the Website's features and content.
- **Registration:** To access the Premium Services, users must register for an account by providing accurate and complete information. Users are responsible for maintaining the confidentiality of their account credentials.

4. Subscription Terms

4.1. Subscription Plans

PropsMadness offers various subscription plans, which may include monthly, annual, or other term-based options. The specific details, pricing, and features of each plan are provided on the Website or during the sign-up process.

4.2. Free Trials and Promotions

- **Free Trials:** PropsMadness may offer free trial periods for new subscribers. The duration and terms of the free trial will be specified at the time of sign-up.

- **Promotional Offers:** From time to time, PropsMadness may offer promotional rates or discounts. These offers are subject to these Terms and any additional terms provided with the promotion.

4.3. Fees and Payment

- **Subscription Fees:** The fees for subscription plans are specified on the Website and are subject to change. By subscribing, you agree to pay the applicable fees for the selected plan.
- **Payment Method:** Subscription fees must be paid through the payment methods specified on the Website. You authorize PropsMadness to charge your payment method at the beginning of each subscription period.
- **Taxes:** You are responsible for any applicable taxes associated with your subscription.

4.4. Automatic Renewal and Cancellation

- **Automatic Renewal:** Subscriptions will automatically renew at the end of each subscription period unless canceled prior to renewal. Renewal terms will be as specified for your subscription plan.
- **Cancellation:** You may cancel your subscription at any time by accessing your account settings. Cancellation will take effect at the end of the current subscription period. You will retain access to the Premium Services until the cancellation becomes effective.
- **Changes to Subscription Plans:** PropsMadness reserves the right to modify subscription plans, including pricing and features. Any changes will be communicated to subscribers with reasonable notice, and your continued use after the changes take effect constitutes acceptance.

4.5. Refunds

- **Refund Policy:** Except as required by law or stated in these Terms, all subscription fees are non-refundable. If you believe you are entitled to a refund, please contact customer support at hello@propsmadness.com

5. Use of the Website

You are granted a limited, non-exclusive, non-transferable license to access and use the Website for personal, non-commercial purposes. You agree not to:

- Attempt to gain unauthorized access to any part of the Website or its systems.
- Interfere with or disrupt the Website's functionality.
- Use the Website for any unlawful purposes.
- Reproduce, distribute, or publish any content or data from the Website without prior written consent from PropsMadness.

6. Intellectual Property Rights

All content on the Website, including but not limited to text, data, graphics, logos, and images, is the intellectual property of PropsMadness or its content providers. Unauthorized use of any content is prohibited. Some content may be owned by third parties and is used under license or with permission.

7. Accuracy of Information

While we strive to ensure that the information provided on the Website is accurate and up to date, PropsMadness makes no guarantees as to the accuracy or completeness of the content. All odds and other information are subject to change without notice. The information provided is for informational purposes only and is not intended as professional advice. Users should verify any data, particularly sportsbook odds, with the relevant sportsbook.

8. No Affiliation with Sportsbooks

PropsMadness provides sportsbook odds and related information for informational purposes only. We are not affiliated with any sportsbooks, betting operators, or related entities. Inclusion of any sportsbook odds does not imply endorsement or recommendation of those sportsbooks. We do not offer betting services or facilitate gambling transactions.

9. Limitation of Liability

To the fullest extent permitted by law, PropsMadness, its affiliates, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Website. This includes, without limitation, damages for loss of profits, goodwill, data, or other intangible losses.

10. Age Restrictions

The Website is intended for users who are at least 18 years old or the legal age of majority in their jurisdiction, whichever is greater. Users are responsible for ensuring that they meet the legal age requirements in their respective locations for engaging with content related to sports analytics and betting. The Website is not intended for use by individuals under this age, even with parental consent.

11. Global Users and Legal Compliance

PropsMadness operates globally, and users from various jurisdictions may access the Website. By using the Website, you acknowledge that you are responsible for ensuring compliance with the laws applicable in your jurisdiction, including those relating to online sports analytics, gambling, and betting. PropsMadness makes no representation that the services or content available on the Website are appropriate or available for use in all locations.

12. External Links

The Website may contain links to third-party websites. These links are provided for convenience only. PropsMadness is not responsible for the content, products, or services

offered on third-party sites. Accessing these third-party websites is at your own risk, and you should review the terms and conditions of any site you visit.

13. No Warranty

The Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. PropsMadness disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Website will always be available, secure, or free from errors or inaccuracies.

14. Modifications to Terms

PropsMadness reserves the right to modify these Terms at any time. Any changes will be posted on this page, and the effective date of the updated Terms will be indicated at the top of the page. Significant changes may be communicated to users via email or a notice on the Website. Your continued use of the Website constitutes acceptance of the revised Terms.

15. Privacy Policy

PropsMadness values your privacy. By using the Website, you agree to our Privacy Policy, which outlines how we collect, use, and protect user data. Users from jurisdictions with specific privacy regulations are advised to review our Privacy Policy to ensure compliance with applicable data protection laws.

16. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of Croatia, without regard to its conflict of law principles. You consent to the exclusive jurisdiction and venue of the courts located in the Republic of Croatia to resolve any legal matters arising from these Terms or your use of the Website.

17. Dispute Resolution

Any disputes arising out of or relating to these Terms or the Website shall be resolved through binding arbitration conducted in accordance with the arbitration rules applicable in the Republic of Croatia. Arbitration will be conducted in Zagreb, Croatia. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not as part of a class, consolidated, or representative action, to the extent permitted by law.

18. Indemnification

You agree to indemnify and hold harmless PropsMadness, its affiliates, officers, directors, employees, and licensors from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Website, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

19. Termination

PropsMadness reserves the right to terminate or suspend your access to the Website, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

20. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms shall remain in full force and effect.

21. Entire Agreement

These Terms constitute the entire agreement between you and PropsMadness regarding your use of the Website and supersede any prior agreements between you and PropsMadness.

22. Assignment

PropsMadness may assign or transfer its rights and obligations under these Terms without restriction. You may not assign or transfer any rights or obligations under these Terms without the prior written consent of PropsMadness.

23. No Waiver

No waiver by PropsMadness of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

24. Electronic Communications

By using the Website, you consent to receive electronic communications from PropsMadness. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

25. Cookies and Tracking Technologies

PropsMadness uses cookies and similar tracking technologies to enhance user experience. By using the Website, you consent to our use of cookies in accordance with our Cookies Policy, which is part of our Privacy Policy.

26. User-Generated Content

If the Website allows users to submit content (such as comments or posts), you are solely responsible for the content you submit. You agree not to submit any content that is illegal,

offensive, or infringes on the rights of any third party. PropsMadness reserves the right to remove any user-generated content at its discretion.

27. DMCA and Intellectual Property Claims

If you believe that any content on the Website infringes your intellectual property rights, please contact us with detailed information so that we can investigate and, if necessary, remove the infringing content.

28. Disclaimer for Investment and Gambling Risks

Gambling involves significant risk. Any information provided on the Website is for informational purposes only and does not constitute advice or a recommendation to engage in gambling activities. Past performance is not indicative of future results. You acknowledge that any losses incurred through gambling activities are your sole responsibility.

29. Contact Information

If you have any questions or concerns regarding these Terms or your use of the Website, please contact us at hello@propsmadness.com.

By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, and you consent to the exclusive jurisdiction and venue of the courts located in the Republic of Croatia.