

Privacy Policy

Our business name is SportsX DFS Inc. “playbook”, (hereafter SportsX DFS Inc. “playbook”). We are the owner of the web site www.playbooksports.us, as well as other web sites or applications located on the Internet. All information provided in this Privacy Policy pertains to SportsX DFS Inc. “playbook”, www.playbooksports.us (hereafter “web site”) and our other web sites or applications, either existing now or created in the future. Our product enables you to transmit necessary identity authentication and location confirmation, as required by particular Merchant websites you wish to access (hereafter “Services”). By enrolling at SportsX DFS Inc. “playbook”, Customers can easily log in and log out to any site among our list of third-party merchants. Each time you do so, your identity as a Customer and registered user of the site, is authenticated.

I. General and Contact Information

- A. SportsX DFS Inc. “playbook” takes User privacy seriously and takes reasonable efforts to protect it. We have created this Privacy Policy (hereafter “Policies”) in order to share with you our information collection and use practices. AS MORE CLEARLY DEFINED HEREIN, WE WILL NEVER KNOWINGLY SELL OR ASSIGN YOUR PERSONAL INFORMATION WITHOUT YOUR KNOWLEDGE AND OR APPROVAL. Please read these Policies carefully before sharing any personally identifiable information described below.
- B. These Policies apply to all the web sites and applications owned by SportsX DFS Inc. “playbook”. Since these are developing web sites, and applications because Internet technologies are constantly evolving, these Policies are subject to change at any time and any changes will be posted on the web site.
- C. These Policies work hand-in-hand with our Terms and Conditions of Use, found elsewhere on our web site.

II. Definitions

The following words used in these Policies shall have the following meanings:

1. "Personal Information" shall mean all data and/or information provided by, and about, Customer.
2. "SportsX DFS Inc. ‘playbook’ web site" shall mean all web sites or applications on which SportsX DFS Inc. “playbook” provides its Services, primarily www.playbooksports.us and the corresponding applications.
3. "SportsX DFS Inc. ‘playbook’ User" shall mean players and other users, who use our Services.
4. "SportsX DFS Inc. ‘playbook’ Services" shall mean all Services provided by SportsX DFS Inc. “playbook”.

Customer hereby acknowledges and agrees as follows:

SportsX DFS Inc. “playbook” reserves the right to make amendments, modifications or revisions to the SportsX DFS Inc. “playbook” web site and these Policies. The posting of any amendments, modifications or revisions, online at the SportsX DFS Inc. “playbook” web site, shall constitute effective notice under these Policies, and Customer’s continued use of the SportsX DFS Inc. “playbook” web site, thereafter, shall constitute Customer’s acceptance of such changes or modifications. By using MSportsX DFS Inc. “playbook’s” identification and location services, Customer consents to this Policy. To review our Terms and Conditions of Use and Privacy Policy, please visit www.playbooksports.us/support.

III. What Personally Identifiable Information Does SportsX DFS Inc.

“playbook” Collect and How Is It Used?

- A. In order to use the Services provided by SportsX DFS Inc. “playbook”, Customer will be asked for certain personally identifiable information such as name, email address, home or business address, and other information. For example, when Customer requests information about our Services, contact information you provide to us can be used to communicate with you.
- B. SportsX DFS Inc. “playbook” will not collect personally identifiable information from Customers while they use our web site, unless they voluntarily provide it to us or authorize us to collect such information. For example, if you purchase Services, you will be required to provide information to complete the purchase transaction.
- C. Customers may provide other information about themselves, in addition to the mandatory Personal Information (hereafter “Voluntary Information”).
- D. Customers’ Voluntary Information provided to SportsX DFS Inc. “playbook” will be viewable to SportsX DFS Inc. “playbook”.
- E. SportsX DFS Inc. “playbook” may use or disclose Customer’s personally identifiable information to:
 - 1. Administrative Communications: Operate and manage our web site; or
 - 2. Provide Services or information that have been requested by Customer; or
 - 3. Other Communications: Respond to other inquires or requests from Customer; or
 - 4. Marketing: Provide Customer with information about specials or new Services that SportsX DFS Inc. “playbook” will be introducing; or
 - 5. Fulfillment of Requests: SportsX DFS Inc. “playbook” or our Merchants may use personal information collected about Customer to provide products, Services or information that is requested.
 - 6. Internal Business Purposes: SportsX DFS Inc. “playbook” may also use personal information for our internal business purposes, such as data analysis and audits.

In addition, we may also use personal information to enhance our information and to aid us in providing our Customers with targeted promotions.

- F. SportsX DFS Inc. “playbook” may disclose personally identifiable information in the establishment or exercise of legal rights or defenses against legal claims, to comply with applicable laws or regulations, to comply with a valid legal process, such as a search warrant, subpoena or court order or to investigate suspected fraud or a violation of our Terms and Conditions of Use. We will never sell Customer Information to any third-party not affiliated with SportsX DFS Inc. “playbook”, without consent, except in connection with the sale, assignment or merger of SportsX DFS Inc. “playbook” or the division responsible for such Services provided.
- G. SportsX DFS Inc. “playbook” may also use such Voluntary Information for marketing its Services to you, unless you have ‘opted out’ of receiving such marketing information from us. Customer may ‘opt out’ by sending an email to support@playbooksports.us.
- H. SportsX DFS Inc. “playbook” may, from time to time, send or post surveys or requests for Customer Feedback in order to help us make our web site and/or Services better. Any responses we receive from Customers will be used only to evaluate our web site(s) and Services and no personally identifiable information from respondents will be shared with any non-employees of SportsX DFS Inc. “playbook”, except as stated in these Policies or in our Terms and Conditions of Use.

IV. What Non-Personally Identifiable Information Does SportsX DFS Inc. “playbook” Collect and How Is It Used?

- A. SportsX DFS Inc. “playbook” collects and tracks certain non-personally identifiable information, including, but not limited to, IP address and browser type, access times, domain names, usage habits and other information which does not specifically identify any individual.
- B. SportsX DFS Inc. “playbook” may use and disclose non-personally identifiable information for any number of reasons, including, but not limited to, working with business partners and improving our web site(s) and Services.

V. User Location Verification Policy for Mobile & Two-Device Authentication

- A. Our Service uses information about Customer location, to provide customized data to your account profile. SportsX DFS Inc. “playbook” detects your device's approximate location whenever it is turned on (subject to coverage limitations) and connected to the SportsX DFS Inc. “playbook” Service.
- B. SportsX DFS Inc. “playbook” uses location information for the following purposes:
 - 1. If Customer’s device is geo-located within a designated forbidden location, the login session may be terminated;

2. If Customer's device is geo-located within a permitted area, a 6-digit access code may be sent, via text message, to the mobile device, requesting the Customer to validate their device access.
- C. Location coordinates are only gathered after the Customer has agreed to these Policies and our Terms. The agreement process is commenced by SportsX DFS Inc. "playbook's" automated system, outlined in Section (B)(2), above.
 - D. Device Dependency - Depending upon the type of Customer's device, SportsX DFS Inc. "playbook" may also be able to obtain a wide array of data points to the approximate location of Customer's device. These data services, known as Location-Based Services, are made available by SportsX DFS Inc. "playbook" and others, usually via applications that may be pre-loaded on Customer's device, manually or automatically downloaded from various application stores, and or via connected, interactive websites.
 - E. Consent – SportsX DFS Inc. "playbook" may provide location-based services or provide third parties with access to Customer's approximate location, in order to provide services to you. When Customer's device location is requested, Customer will be given the option to allow the Service or deny it.
 - F. SportsX DFS Inc. "playbook" follows CTIA's Best Practices Guidelines for Location-Based Services.

VI. Does SportsX DFS Inc. "playbook" Use Cookies, Logs, Identifiers and Pixel Tags?

- A. Cookies are small text files that a web site can write to your computer. SportsX DFS Inc. "playbook", like many other web sites, may use cookies to identify you, customize web page content and allow you to log in once to our web site, and then search or post, without having to log in again. If you reached our web site by clicking on a link or advertisement on another web site, then we also log that information. This helps us to maximize our Internet exposure and to understand the interests of our Customers. Cookies cannot be used to read data contained on your hard drive or device, and cannot retrieve information from any other cookies created by other web sites.
- B. Cookies are also used by our Merchants to identify you as a Customer of SportsX DFS Inc. "playbook".
- C. To maintain privacy, Customer can disable their browser's ability to accept cookies. Although Customer may do so, Customer may find that the browser reacts strangely when visiting our (and others') web site(s). Most browsers allow you to disable and/or delete cookies. For example:
 1. in Internet Explorer (version 9), you can block cookies using the cookie handling override settings, available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

2. in Firefox (version 16) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and un-ticking "Accept cookies from sites"; and
3. in Chrome (version 23), you can block all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

You can also delete cookies already stored on your computer. For example:

1. in Internet Explorer (version 9), you must manually delete cookie files (instructions for doing so are at <http://support.microsoft.com/kb/278835>);
2. in Firefox (version 16), you can delete cookies by clicking "Tools", "Options", "Privacy" and then "Show Cookies", and then clicking "Remove All Cookies"; and
3. in Chrome (version 23), you can delete all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Delete cookies and other site and plug-in data" before clicking "Clear browsing data".

Again, doing this may have a negative impact on the usability of many web sites.

- D. Our Merchants may use cookies on their web site or an external web site. We have no access to, or control over these cookies, hence, SportsX DFS Inc. "playbook" will not be responsible for their use or misuse.
- E. This Policy only covers the use of cookies by SportsX DFS Inc. "playbook". It does not cover the use of cookies by any other third-party.
- F. Like many other web sites, www.playbooksports.us makes use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages and number of clicks that we use to analyze trends, administer our web site(s), track Customer's movement around our web site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.
- G. SportsX DFS Inc. "playbook" uses device identifier technologies, which may include device level cookies or other technologies used to identify a device on future visits. This technology (hereafter "identifier") may be in the form of a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser, and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Identifiers can be used by web servers to identify and track Customers as they navigate different pages on a website and identify Customers returning to a website.
- H. Device identifiers may be either "persistent" or "session" identifiers. A persistent identifier consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the Customer before the expiry date). A session identifier, on the other hand, will

expire at the end of the session, when the web browser is closed. This Service uses session identifiers and persistent identifiers, as well as identifiers derived from third party providers and analytics identifiers.

- I. When a Customer uses our Service, Customer may also be sent third party identifiers that can be utilized by service providers, so that they may obtain from Customer's device, the ability to track Customer's device across multiple services; build a profile of Customer activity; and target Services which may be used to determine Customer location, habits, or other personal data. In addition, tracking analytics are used to analyze the use of our Service. This system generates statistical and other information about the Customer, by means of identifiers, which are stored on Customer's device. The information generated, relating to this Service, is used to create reports about Customer's use of the Service. The system will store this information.
- J. Device identifiers do not contain any information that personally identifies the Customer, however, personal information that is stored about Customer may be linked to the information stored in, and obtained from, cookies.
- K. Merchants, and/or non-affiliated third-parties, may also use so-called "pixel tags," "web beacons," "clear GIFs" or similar technology (collectively, "Pixel Tags"), in connection with some web site pages and HTML-formatted e-mail messages to compile aggregate statistics about web site usage and response rates, among other things. A Pixel Tag is an electronic image, often a single pixel (1x1), that is ordinarily not visible to web site visitors, and may be associated with Cookies on the visitors' hard drives. Pixel Tags allow SportsX DFS Inc. "playbook" to count the number of Customers who have visited certain pages of the web site, to deliver branded services, to provide online advertising, and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted e-mail messages, Pixel Tags can tell the sender whether, and when, the e-mail has been opened.

VII. Is My Information Private With SportsX DFS Inc. "playbook's"

Affiliates?

- A. The SportsX DFS Inc. "playbook" web site(s) may contain links to various third-party web sites and the external web sites of our Affiliates and/or third-party partners. Each of these web sites may have a Privacy Policy that differs from that of SportsX DFS Inc. "playbook". This Policy does not cover the Privacy Policies of other web sites. We urge you to check the Privacy Policies of each web site that you may visit or interact with.
- B. The only information that may be shared between SportsX DFS Inc. "playbook" and one of our partner web sites is that which we tell you about, either through these Policies or through our Terms and Conditions of Use.

VIII. What About Data Security?

- A. SportsX DFS Inc. “playbook” will use reasonable efforts to keep Customer’s personal information accurate and safe for the Identified purposes. Customers are responsible for informing SportsX DFS Inc. “playbook” about changes to their personal information. SportsX DFS Inc. “playbook” will update personal information, when necessary, to keep it accurate, or else provide Customers with the facility to make such updates (Such as Account access).
- B. SportsX DFS Inc. “playbook” has instituted appropriate security measures that protect against the loss, misuse or alteration of information that we have collected from Customers. SportsX DFS Inc. “playbook” requires that our Merchants ensure the security of the data that Customers provide to them, however, in the event of a breach of their security measures, Customer agrees that SportsX DFS Inc. “playbook” will not be liable for any loss of data or other damages to Customer or its business or organization.
- C. SportsX DFS Inc. “playbook” limits access to personal information about Customers to employees for whom we reasonably believe it is necessary, in order to provide our Services to Customer.
- D. SportsX DFS Inc. “playbook” has physical, electronic and procedural safeguards that comply with international regulations, to protect against the loss, misuse or alteration of information that we have collected from Customer.
- E. SportsX DFS Inc. “playbook” has security measures and tools, such as firewalls, in place, to help protect against the loss, misuse and alteration of the information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If Customer has reason to believe that its interaction with us is no longer secure (for example, if Customer feels that the security of any account it has with us has been compromised), please notify us of the problem as soon as possible by sending an email to support@playbooksports.us.

IX. May I See the Information SportsX DFS Inc. “playbook” Collects About Me?

- A. SportsX DFS Inc. “playbook” will afford Customer a reasonable opportunity to review the personal information in Customer’s file, in an understandable format, either by direct access or upon request to the Privacy Officer, made by Customer, after providing sufficient identification.
- B. If SportsX DFS Inc. “playbook” is not able to provide access to some aspect of a Customer’s personal information, we will provide reasons for denying access such as: that by doing so would likely reveal personal information about a third party, or that it is confidential commercial information or attorney-client privileged communications, or that the information relates to a breach of an agreement or a contravention of law, or that its disclosure could reasonably be expected to threaten the life or security of another individual.

- C. Customers have the right to request that inaccurate or incomplete information be amended, as appropriate, and SportsX DFS Inc. “playbook” will promptly correct such personal information or provide the means for Customer to do so directly. If Customer has a question relating to its collected information, Customer can send an email to support@playbooksports.us.

X. Can I Opt-out?

- A. SportsX DFS Inc. “playbook” gives you the option to remove your personally identifiable information from our list of active Users.
- B. You may also choose to opt-out of certain communications from SportsX DFS Inc. “playbook”.
- C. All requests for unsubscribing from, or opting out of, further communications should be made by sending an email to Customer Support at support@playbooksports.us.
- D. SportsX DFS Inc. “playbook” is not responsible for removing your personally identifiable information from the lists of any third-party Merchant who has previously been provided your information in accordance with this Policy.
- E. Customers may also choose to Opt Out of SportsX DFS Inc. “playbook’s” ability to obtain the Customer’s location coordinates, by sending an email to Customer Support at support@playbooksports.us.

XI. Where Is The Web Site(s) Located?

- A. The SportsX DFS Inc. “playbook” web site is maintained within the United States. If Customer is located outside of the United States, by using our web site or Services, Customer authorizes the import of information and its use as specified in these Policies and our Terms and Conditions of Use Agreement.
- B. SportsX DFS Inc. “playbook” does not represent or warrant that the web site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the web site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. MERCHANT NAME may limit the web site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

XII. What Is The Minimum Age To Use The SportsX DFS Inc. “playbook” Web Site?

- A. Use of the SportsX DFS Inc. “playbook” web site, and our or our Merchant Services, is intended for persons who are eighteen (18) years or older. Depending upon your State of residence, the minimum age may be nineteen (19), twenty (20) or twenty-one (21) years.

- B. If proof comes to the attention of SportsX DFS Inc. “playbook” that a User is under the age of eighteen (18) years (or twenty-one (21), where required), and is accessing our Services, SportsX DFS Inc. “playbook” will immediately terminate such Service to such Customer.

XIII. Will There Be Changes To This Privacy Policy?

- A. SportsX DFS Inc. “playbook” reserves the right to amend, modify or revise these Policies at any time, in the event that this becomes necessary after their initial release, or in the event that it becomes necessary with respect to additional or amended Services that are or will be provided by SportsX DFS Inc. “playbook”.
- B. SportsX DFS Inc. “playbook” will not personally notify Customer of any amendments, modifications or revisions to these Policies. Customers are urged to check these Policies frequently in order to determine whether any changes have been made. Customers understand and agree that continued use of the SportsX DFS Inc. “playbook” web site and Service assumes that they have read and accepted these Policies, as may be amended from time to time.

XIV. Where Can I Access These Policies?

These Policies are accessible from the Home Page of the SportsX DFS Inc. “playbook” web site, under the link “Privacy Policy.”

XV. Spy ware

SportsX DFS Inc. “playbook” never uses or installs spy ware on Customer’s device, nor do we use spy ware to retrieve information from Customer’s device.

XVI. Your California Privacy Rights

The State of California (USA) has passed legislation requiring certain specific disclosures be made available to California residents who use the Internet and provide information that may be used for marketing purposes. That legislation requires any business that discloses a Customer's personal information (as defined by the Act) to any third-party, for direct marketing purposes, to provide the Customer a method for obtaining the names, addresses and certain other specified details of anyone who might have received that personal information. If you are a California resident you may request this information from SportsX DFS Inc. “playbook”, by writing to:

SportsX DFS Inc. “playbook”

186 Alewife PKWY, Cambridge, MA, 02138

Attn: California Privacy Rights

or by sending an e-mail, with California Privacy Rights in the Subject line, to support@playbooksports.us. SportsX DFS Inc. “playbook” is not obligated to respond to more than one (1) such request from Customer, per calendar year.

XVII. Section Titles

The section titles used in these Policies are purely for convenience and carry with them no legal or contractual effect.

XVIII. What is the Effective Date of These Policies?

This Policy was last updated on September 1st, 2021.