

## WilliesPicks.com Terms and Conditions

Welcome to WilliesPicks.com, an online computer generated handicapping system operated by WilliesPicks.com, By subscribing to the WilliesPicks.com web site you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a subscriber. If you wish to become a subscriber and use the WilliesPicks.com handicapping system, read these Terms and Conditions indicate your acceptance of them by following the instructions in the subscription process.

This Agreement sets out the legally binding terms of your use of the web site and your subscription to this handicapping system and may be modified by WilliesPicks.com from time to time, such modifications to be effective upon posting by WilliesPicks.com on the web site. This Agreement includes WilliesPicks.com's Acceptable Use Policy for Content Posted on the web site, WilliesPicks.com's Privacy Policy, and any notices regarding the web site. You may also print a copy of this Agreement or emailing us at: [webmaster@WilliesPicks.com](mailto:webmaster@WilliesPicks.com), Subject: Terms and Conditions.

1. **Eligibility.** You must be eighteen or over to register as a subscriber of WilliesPicks.com or use the web site. Subscription to the handicapping system is void where prohibited. By using the web site, you represent and warrant that you have the right, authority, and capacity to enter into this agreement and to abide by all of the terms and conditions of this agreement.
2. **Term.** This Agreement will remain in full force and effect while you use the web site and/or you are a subscriber. You may terminate your subscription at any time, for any reason by following the instructions on the resign pages in edit profile section, or upon receipt by WilliesPicks.com of your written or email notice of termination. WilliesPicks.com may terminate your subscription for any reason, effective upon sending notice to you at the email address you provide in your application for subscription, or such other email address as you may later provide to WilliesPicks.com. If WilliesPicks.com terminates your subscription to the handicapping system because you have breached the agreement, you will not be entitled to any refund of unused subscription fees. Even after subscription is terminated, this agreement will remain in effect. Even after this agreement is terminated, certain provisions will remain in effect, including sections 4, 5, 7 and 9-14 of this agreement.
3. **Non Commercial Use by Subscribers.** The web site is for the personal use of Individual subscribers only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become subscribers and should not use the handicapping system or the Web site for any purpose. Illegal and/or unauthorized uses of the web site, including collecting usernames and/or email addresses of subscribers by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the web site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

4. Proprietary Rights in Content on WilliesPicks.com. WilliesPicks.com owns and retains all proprietary rights in the web site and the handicapping system. The web site contains the copyrighted material, trademarks, and other proprietary information of WilliesPicks.com, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
5. Content Posted on the Site.
  - a) You understand and agree that WilliesPicks.com may review and delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of WilliesPicks.com violate this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of subscribers.
  - b) You are solely responsible for the content that you publish or display (hereinafter, "post") on the web site, or transmit to other subscribers.
  - c) By posting content to any public area of WilliesPicks.com, you automatically grant, and you represent and warrant that you have the right to grant, to WilliesPicks.com an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.
  - d) The following is a partial list of the kind of Content that is illegal or prohibited on the web site. WilliesPicks.com reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the web site and terminating the subscription of such violators. It includes content that: is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page); provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and

pyramid schemes.

- e) You must use the handicapping system in a manner consistent with any and all applicable laws and regulations.
  - f) You may not engage in advertising to, or solicitation of, other subscribers buy or sell any products or services through the web site. You may not transmit any chain letters or junk email to other subscribers. Although WilliesPicks.com cannot monitor the conduct of its subscribers off the web site, it is also a violation of these rules to use any information obtained from the web site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any subscriber without their prior explicit consent.
6. Copyright Policy. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the web site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the web site.; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. WilliesPicks.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: General Counsel, WilliesPicks.com c/o Will Gill enterprises P.O.Box 152373 San Diego, Ca. 92115-2373.
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8. Privacy. Use of the web site and/or the handicapping system is also governed by our Privacy Policy below.
9. Disclaimers. WilliesPicks.com is not responsible for any incorrect or inaccurate content posted on the web site or in connection with the handicapping system, whether caused by users of the web site, subscribers or by any of the equipment or programming associated with or utilized in the handicapping system. WilliesPicks.com is not responsible for the conduct, whether online or offline, of user of the web siteany or subscriber of the handicapping system. WilliesPicks.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or subscriber communications. WilliesPicks.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or

subscribers or to any other person's computer related to or resulting from participating or downloading materials in connection with the web and/or in connection with the handicapping system. Under no circumstances will WilliesPicks.com be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the web site or the handicapping system, any content posted on the web site or transmitted to subscribers, or any interactions between users of the web site, whether online or offline. The Web site and the handicapping system are provided "AS-IS" and WilliesPicks.com expressly disclaims any warranty of fitness for a particular purpose or noninfringement. WilliesPicks.com cannot guarantee and does not promise any specific results from use of the web site and/or the handicapping system.

10. **Limitation on Liability.** Except in jurisdictions where such provisions are restricted, in no event will WilliesPicks.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the web site or the handicapping system, even if WilliesPicks.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, WilliesPicks.com's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to WilliesPicks.com for the handicapping system during the term of subscription.
11. **U.S. Export Controls.** Software from this web site (the "Software") is further subject to United States export controls. No Software may be downloaded from the web site or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
12. **Disputes.** If there is any dispute about or involving the web site and/or the handicapping system, by using the web site, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of California, City of Los Angeles.
13. **Indemnity.** You agree to indemnify and hold WilliesPicks.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the handicapping system in violation of this agreement and/or arising from a breach of this agreement and/or any breach of your representations and warranties set forth above.
14. **Other.** This agreement, accepted upon use of the web site and further affirmed by becoming a subscriber of the handicapping system, contains the entire agreement between you and WilliesPicks.com regarding the use of the web site and/or the handicapping system. If any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect.

## **OUR PRIVACY PLEDGE TO YOU**

WilliesPicks.com recognize our customers' expectations of financial privacy, and preserving our customers' trust is one of the core values of our institutions. We therefore resolve to abide by the following guidelines for the responsible use and protection of our customers' information.

- We will always value the trust of our customers and the importance of keeping their personal financial information personal.
- We will provide our customers with our policy on using their personal financial information responsibly and protecting it.
- We will hold our employees to the highest standard of conduct in ensuring the confidentiality of customer information.
- We will use information responsibly in order to provide our customers with significant benefits, including fraud prevention, improved products and services and to comply with the laws.
- We will establish procedures to maintain accurate information and respond in a timely manner to our customers' request to change or correct information.
- We will use a combination of safeguards to protect our customers against the criminal use of their information and to prevent unauthorized access to it.
- We will require the companies we do business with to abide by our privacy policy to maintain the confidentiality of our customers' information.

## **OUR PRIVACY POLICY**

Protecting the privacy of our customers' is important to our institutions and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for our institutions' employees for collection, use, retention, and security of nonpublic information.

### **What Information We Collect**

We may collect "nonpublic personal information" about our customers from the following sources:

- Information we receive from customers on applications or other forms;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from third parties such as credit bureaus.

**"Nonpublic personal information" is nonpublic information about a customer that we obtain in connection with providing a product or service to you. For example,**

- Nonpublic personal information includes information regarding your processing history or credit profile.

### **What Information We Disclose**

We are permitted under law to share information about our experiences or transactions with you or your account with companies related to us by common control or ownership ("affiliates"). We also may share additional information about you or your account (such as information we receive from you in applications and information from credit reporting agencies) with our affiliates. You may direct us not to disclose to our affiliates information that does not relate solely to our or our affiliates' experiences or transactions

with you or your account (such as application information and credit bureau information) by completing and mailing the detachable section at the end of this disclosure statement. We also are permitted under law to disclose nonpublic personal information about you to "nonaffiliated third parties" (i.e. third parties that are not members of our corporate family) in certain circumstances. For example, we may disclose nonpublic personal information about you to such third parties to assist us in servicing your processing with us; to government entities in response to subpoenas; to credit card associations such as Visa and MasterCard, and to credit bureaus. We do not disclose any nonpublic personal information about you to any other third parties except as permitted by law.

If you decide to discontinue your processing relationship with us, we will continue to adhere to the privacy policies and practices described in this notice.

### **Our Security Procedures**

We also take steps to safeguard customer information. We restrict access to your personal information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

### **Tips to Help You Protect Your Customer Information**

If you suspect that someone has had unauthorized access to your account with us, or access to your personal identifying information such as your Social Security number, please notify an institution employee immediately so we can take action to protect you. In addition, you should also report the crime to your local law enforcement agency and to the Federal Trade Commission (FTC). To speak with a trained FTC telephone counselor, call toll-free 1-877-IDTHEFT (1-877-438-4338). Or to enter information about your complaint into a secure FTC online database, sign on to <http://www.consumer.gov/idtheft>. The site also provides links to numerous consumer education materials.

### **How to Notify Us**

If you opt not to have your nonpublic personal information shared with our affiliates, please print this page, and complete the information below. Then detach this response form and mail it to us at the following address:

Will Gill enterprises  
Privacy Disclosure Response  
P.O.Box 152373  
San Diego, CA. 92115-2373  
Account holder

Name \_\_\_\_\_ (Please  
Print)

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security Number/Tax Identification  
Number \_\_\_\_\_ (Required)

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