

TWINSPIRES PADDOCK PRO

Terms of Service

Last Modified: 02/20/2025

These Terms of Service (these “**Terms**”) describe the terms and conditions by which you may access and/or use our mobile application (“App”) and any and all related software, documentation, and online, mobile-enabled, and/or digital services (collectively, the “**Service**”) provided by Churchill Downs Technology Initiatives Company through TwinSpire.com (including its successors and assigns, “**TwinSpire,**” “**TwinSpire.com,**” “**we,**” “**our,**” or “**us**”). By accessing and/or using the Service, or by checking a box marked “I Agree”, you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read and understood our Privacy Policy and Data Policy, as further described in Section 7.1 (Privacy). We reserve the right to modify these Terms, and we will provide notice of material changes as described below. These Terms apply to all visitors and users of the Service, and to all others who access the Service (collectively, “**Users,**” and, as applicable to you, “**you**” or “**your**”). These Terms are subject to and supplement the TwinSpire.com Terms and Conditions (“**Terms and Conditions**”) located at <https://www.twinspires.com/terms/> which are hereby incorporated by reference. In the event of a conflict between the Terms and Conditions and these Terms, these Terms shall govern with respect to the Service. Any capitalized term used herein but not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

1. How We Administer the Service

1.1 **User Accounts**

(a) Your User Account. Your account with TwinSpire pursuant to the Terms and Conditions (your “**User Account**”) gives you access to certain services and functionalities, including the Service herein, that we may, in our sole discretion, establish and maintain from time to time. You acknowledge that, notwithstanding anything to the contrary herein, you do not own your User Account, nor do you possess any rights to data stored by or on behalf of TwinSpire on the servers running the Service. We may maintain different types of User Accounts for different types of Users.

1.2 **Changes, Suspension, and Termination.** We may, with or without prior notice, change the Service, stop providing the Service or features of the Service to you or to Users generally, or create usage limits for the Service. We may, with or without prior notice, permanently terminate or temporarily suspend your access to the Service without liability, with or without cause, and for any or no reason, including if, in our sole determination, you violate any provision of these Terms. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

1.3 **Your Interactions with Other Users.** YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS, INCLUDING SHARING OF INFORMATION, WITH OTHER USERS. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. WE EXPRESSLY DISCLAIM ALL LIABILITY ARISING FROM YOUR INTERACTIONS WITH OTHER USERS, AND FOR ANY USER’S ACTION OR INACTION, INCLUDING RELATING TO USER CONTENT (AS DEFINED BELOW).

2. Access to the Service; Service Restrictions

2.1 Access to the Service. Subject to your compliance with these Terms and any documentation we may make available to you, you are hereby granted a non-exclusive, limited, non-transferable, and freely revocable right to access and use the Service, solely for your personal use strictly as permitted by the features of the Service. We may terminate the license granted in this Section at any time, for any reason or no reason. We reserve all rights not expressly granted herein in and to the Service.

2.2 Restrictions and Acceptable Use. Except to the extent a restriction is prohibited by Applicable Law, you will not do, and will not assist, permit, or enable any third party to do, any of the following:

- (a) disassemble, reverse engineer, decode, or decompile any part of the Service;
- (b) use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Service in a manner that sends more request messages to the servers running the Service than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that TwinSpires grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of, but not caches or archives of, such materials, and only as specified in the applicable robots.txt file);
- (c) use any content available on or via the Service (including any caption information, keywords, or other metadata) for any machine learning and/or artificial intelligence training or development purposes, or for any technologies designed or intended for the identification of natural persons;
- (d) buy, sell or transfer API keys without our prior written consent in each case;
- (e) copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Service or any of our Intellectual Property (as defined below), including, without limitation by any automated or non-automated “scraping”;
- (f) use the Service in any manner that impacts (i) the stability of the servers running the Service, (ii) the operation or performance of the Service or any User’s use of the Service, or (iii) the behavior of other applications that use the Service;
- (g) take any action that imposes, or may impose (as determined by us, in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- (h) use the Service in any manner or for any purpose that (i) violates, or promotes the violation of, any Applicable Law, contractual obligation, or right of any person, including, but not limited to, Intellectual Property Rights (as defined below), privacy rights, and/or rights of personality, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against any individual or group, or (iv) otherwise may be harmful or objectionable (in our sole discretion) to us or to our providers, our suppliers, Users, or any other third party;
- (i) use or display the Service in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Service, or otherwise to our detriment or disadvantage;

(j) access any content available on or via the Service through any technology or means other than those provided by the Service or authorized by us;

(k) bypass the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or any portion thereof;

(l) attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Service;

(m) use the Service to transmit spam, chain letters, or other unsolicited email;

(n) use the Service for any commercial solicitation purposes;

(o) transmit invalid data, viruses, worms, or other software agents through the Service;

(p) impersonate another person or entity, misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Service for any invasive or fraudulent purpose;

(q) collect or harvest any personal information, including Users' names, from the Service; or

(r) identify or refer to us or to the Service in a manner that could reasonably imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our prior express written consent.

3. **User Grants, Covenants, Representations and Warranties**

3.1 As between us and you, you (or your licensors) will own any and all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from you (or on your behalf) by or through the Service ("**User Content**").

3.2 We have the right (but not the obligation) in our sole discretion to remove any of your User Content or Output that is shared via the Service. You further grant, and you represent and warrant that you have all rights necessary to grant, to us, under all of your Intellectual Property Rights, an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute, reproduce, publish, list information regarding, make derivative works of, and display your User Content and Output: (i) to maintain and provide the Service; (ii) to improve our products and the Service and for our other business purposes, such as data analysis, customer research, developing new products or features, and identifying usage trends; and (iii) to perform such other actions as described in our Privacy Notice or as authorized by you in connection with your use of the Service.

3.3 You affirm, represent, and warrant the following:

(a) you have the written consent of each and every identifiable natural person referred to or mentioned in the User Content, if any, to use such person's name, voice, and likeness in the manner

contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use;

(b) you have obtained, and are solely responsible for obtaining, all consents required by Applicable Law to provide User Content relating to third parties;

(c) your User Content and Output and our use thereof as contemplated by these Terms and the Service will not violate any Applicable Law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights;

(d) your User Content does not include any information or material that a governmental body deems to be sensitive or classified information, and your provision of User Content in connection with the Service is not violative of any confidentiality rights of any third party;

(e) we may exercise the rights to your User Content granted to us under these Terms without liability for payment of any guild or other fees, residuals, payments, or royalties payable under any collective bargaining agreement or otherwise;

(f) You will not upload or make available through the Service, either directly or by other means: any personal information of children under 13 or the applicable age of digital consent;

(g) your User Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; content that is abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person's personal information without such person's consent; spam, machine-generated content, or unsolicited messages; and/or otherwise objectionable content; and

(h) to the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

3.4 WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR USER CONTENT. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY USER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SERVICE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR USER CONTENT.

4. **Intellectual Property**

4.1 **Intellectual Property Rights Definition.** For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of personality, trademark, trade dress and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights and proprietary rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under Applicable Law.

4.2 TwinSpires Intellectual Property. You understand and acknowledge that we (or our licensors (including other Users), as applicable) own and will continue to own all rights (including Intellectual Property Rights), title, and interest in and to the Service, all materials and content displayed or otherwise made available on and/or through the Service (including, without limitation, images, text, graphics, illustrations, logos, photographs, audio, videos, music, and User Content belonging to other Users; but, excluding your User Content), and all software, algorithms, code, technology, and intellectual property underlying and/or included in or with the Service (collectively and individually, “**Intellectual Property**”). Except as may be explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not access, sell, license, rent, modify, distribute, copy, reproduce, transmit, display, perform, publish, adapt, edit, or create derivative works of any Intellectual Property. Use of any Intellectual Property for any purpose not expressly permitted by these Terms is strictly prohibited.

4.3 Output. Subject to your compliance with these Terms, you may use your output of the Service (“**Output**”) for any lawful purpose (except as described below), on a royalty-free basis, provided that you acknowledge and agree: (i) that your use of the Service and the Output does not transfer to you ownership of any Intellectual Property Rights in the Service and that (ii) we may, by notice to you at any time, limit your use of the Output or require you to cease using them (and delete any copies of them) if we form the view, in our sole and absolute discretion, that your use of the Output may infringe the rights of any third party. You shall not represent that Output was human-generated or use the Output to train your own machine learning models.

4.4 Usage Data. We may collect, or you may provide to us, diagnostic, technical, usage, and/or related information, including information about your computers, mobile devices, systems, and software (collectively, “**Usage Data**”). All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to same. Accordingly, we may use, maintain, and/or process the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Service; (b) to improve our products and services (including the Service), and to develop new products, services, and/or features; (c) to monitor your usage of the Service; (d) for research and analytics, including, without limitation, data analysis, identifying usage trends, and/or customer research; and (e) to share analytics and other derived Usage Data with third parties, solely in de-identified or aggregated form. The Service may contain technological measures designed to prevent unauthorized or illegal use of the Service; you understand and acknowledge that we may use these and other lawful measures to verify your compliance with these Terms and to enforce our rights, including Intellectual Property Rights, in and to the Service.

4.5 Feedback. To the extent you provide us any suggestions, recommendations, or other feedback relating to the Service or to any other TwinSpires products or services (collectively, “**Feedback**”), you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to the Feedback. Accordingly, we are free to use the Feedback and any ideas, know-how, concepts, techniques, and/or other intellectual property contained in the Feedback, without providing any attribution or compensation to you or to any third party, for any purpose whatsoever, although we are not required to use any Feedback. Feedback is deemed our Confidential Information (as defined below). You acknowledge that, by acceptance of your submission of Feedback, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

5. **Confidential Information**

The Service may include non-public, proprietary, or confidential information of TwinSpires and/or of other Users (“**Confidential Information**”). Confidential Information includes any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology, and marketing information. You will: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as you would use protect your own highly sensitive confidential information, but in no event with less than a reasonable degree of care; (b) not use any Confidential Information for any purpose other than to exercise your rights, or to perform your obligations, under these Terms; and (c) not disclose any Confidential Information to any person or entity, except your service providers or financial or legal advisors who/that (i) need to know the Confidential Information and (ii) are bound by non-use and non-disclosure restrictions at least as restrictive as those set forth in this Section.

6. **DMCA Notice**

We respect artists and content owner rights, and it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (as it may be amended, “**DMCA**”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide all of the following information in writing: (a) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work that you claim has been infringed; (c) identification of the material that is claimed to be infringing and its location on the Service; (d) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (f) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to our DMCA Agent, using the following contact information:

Attn: DMCA Notice
Churchill Downs Technology Initiatives Company
Address: PO Box 8510
Lexington, Kentucky 40533
Tel.: 1-877-SPIRES-1
Email: DMCA@twinspires.com

UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please note that the procedure outlined herein is exclusively for notifying TwinSpires and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with TwinSpires’ rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal

advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other Applicable Law. In accordance with the DMCA and other Applicable Law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Service and/or terminate the User Accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.]

7. **Privacy; Data Security**

7.1 **Privacy.** For information about how we collect, use, and disclose personal information, please review our Privacy Policy available at <https://www.churchilldownsincorporated.com/privacy-policy/>.

7.2 **Security.** We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

8. **Additional Terms for Apps**

8.1 **General.** To use any App, you must have a mobile device that is compatible with such App. TwinSpires does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider in connection with such App. You understand and acknowledge that you are solely responsible for any such charges. We hereby grant you a non-exclusive, limited, non-transferable, and freely revocable license to use a compiled code copy of the App(s) under your User Account on one (1) or more mobile devices owned or controlled solely by you (except to the extent Apple or Google permits any shared access and/or use of the iOS App or Android App (as each of those terms is defined below), respectively), solely in accordance with these Terms. The foregoing license grant is not a sale of any App or of any copy thereof. You may not: (a) modify, disassemble, decompile, or reverse engineer any App, except to the extent that such restriction is expressly prohibited by Applicable Law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any App to any third party, or use any App to provide time sharing or similar services for any third party; (c) make any copies of any App; (d) remove, circumvent, disable, damage, or otherwise interfere with security-related features of any App, features that prevent or restrict use or copying of any content accessible through any App, or features that enforce limitations on use of the Apps; or (e) delete the copyright or other proprietary rights notices on any App. You acknowledge that we may, from time to time, issue upgraded versions of the Apps, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and you understand and acknowledge that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated into an App is covered by the applicable open source or third-party license, if any, authorizing use of such code. We or our third-party partners or suppliers retain all right, title, and interest in and to the Apps (and any copies thereof). Any attempt by you to transfer or delegate any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

8.2 **iOS App.** This Section 8.2 (iOS App) applies to any App you acquire from the Apple App Store (such App, “**iOS App**”). You and TwinSpires understand and acknowledge that these Terms are solely between you and TwinSpires, not Apple, Inc. (“**Apple**”), and that Apple has no responsibility for the iOS App or content thereof. Your access to and use of the iOS App must comply with the usage rules set forth in Apple’s then-current [Apple Media Services Terms and Conditions](#) and with the applicable [Volume](#)

[Content Terms](#). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to TwinSpires as provider of the iOS App. You and TwinSpires acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the iOS App, or your possession and use of that iOS App, infringes that third party's intellectual property rights, TwinSpires, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and TwinSpires acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your license of the iOS App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iOS App against you as a third-party beneficiary thereof.

8.3 **Android App.** The following applies to any App you acquire from the Google Play Store (such App, "**Android App**"): (a) you acknowledge that these Terms are between you and TwinSpires only, and not Google LLC or any affiliate thereof (collectively, "**Google**"); (b) your access to and use of the Android App must comply with Google's then-current [Google Play Terms of Service](#); (c) Google is only a provider of the Google Play Store where you obtained the Android App; (d) TwinSpires, and not Google, is solely responsible for the Android App; (e) Google has no obligation or liability to you with respect to the Android App or these Terms; and (f) you understand and acknowledge that Google is a third-party beneficiary to these Terms as they relate to the Android App.

9. **Your Use of Third-Party Services**

THE SERVICE MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, "**THIRD-PARTY SERVICES**") THAT ARE NOT OWNED OR CONTROLLED BY US, AND CERTAIN FUNCTIONALITIES OF THE SERVICE MAY REQUIRE YOUR USE OF THIRD-PARTY SERVICES. IF YOU USE A THIRD-PARTY SERVICE IN CONNECTION WITH THE SERVICE, YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, THE THIRD PARTY'S TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE SERVICE OR SHARE YOUR USER CONTENT OR OUTPUT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF ANY THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE SERVICE, INCLUDING AS RELATES TO PAYMENT AND DELIVERY OF GOODS, AND ANY OTHER TERMS (SUCH AS WARRANTIES) ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE

FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

10. **Release**

You hereby release us from all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses, in each case of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any other User) in connection with the Service. In addition, you waive any Applicable Law that says, in substance: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY.”

11. **Indemnity**

You will defend, indemnify, and hold us and our subsidiaries and affiliates, and our and their respective agents, suppliers, licensors, employees, contractors, officers, and directors (collectively, including TwinSpires, the “**TwinSpires Indemnitees**”) harmless from and against any and all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, legal fees) arising from: (a) your access to and/or use of the Service, including your use of Output; (b) your violation of any term of these Terms, including, without limitation, your breach of any of your representations and warranties set forth in these Terms; (c) your violation of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (d) your violation of any Applicable Law; (e) User Content or any content that is submitted via your User Account, including, without limitation, any misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any third party’s access to and/or use of the Service with your username(s), password(s), or other authentication credential(s).

12. **No Warranty; Disclaimers**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. **DUE TO THE NATURE OF MACHINE LEARNING AND LARGE LANGUAGE MODELS, THE OUTPUT MAY NOT BE UNIQUE ACROSS USERS AND THE SERVICE MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR OTHER USERS. USE OF THE SERVICE MAY RESULT IN INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT REALITY. YOU MUST EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR YOUR USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE OUTPUT. YOU UNDERSTAND AND AGREE THAT THE OUTPUT MAY CONTAIN “HALLUCINATIONS” AND MAY BE INACCURATE, OBJECTIONABLE, INAPPROPRIATE, OR OTHERWISE UNSUITED TO YOUR PURPOSE, AND YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY THIRD PARTY ALLEGES TO INCUR AS A RESULT OF OR RELATING TO ANY OUTPUT OR OTHER CONTENT GENERATED BY OR ACCESSED ON OR THROUGH THE SERVICE. THE OUTPUT MAY NOT BE APPROPRIATE, ACCURATE OR RELIABLE FOR WAGERING ACTIVITIES OR HANDICAPPING PURPOSES. NO GUARANTEES OF ANY KIND ARE MADE, AND WE DISCLAIM ALL LIABILITY, WITH RESPECT TO WAGERING RESULTS FROM USE OF THE OUTPUT.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE INTELLECTUAL PROPERTY, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF THE TWINSPIRES INDEMNITEES WARRANTS THAT ANY CONTENT OR ANY OTHER INFORMATION CONTAINED IN, OR AVAILABLE VIA, THE SERVICE IS ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS SO OBTAINED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR MOBILE DEVICE(S) AND/OR FOR LOSS OF DATA THAT RESULTS FROM SAME OR FROM YOUR ACCESS TO AND/OR USE OF THE SERVICE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW.

FURTHER, TWINSPIRES DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TWINSPIRES WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY TWINSPIRES INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE OR ANY PORTION THEREOF. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF OUTPUT OR OTHER CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) YOUR DATA, ANY USER CONTENT, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT WILL ANY TWINSPIRES INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR ONE HUNDRED U.S. DOLLARS (\$100.00), WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. **Export Controls**

You understand and acknowledge that the Service may be subject to export control laws and regulations. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Service available or that is acting on your behalf, or, if you are an Organization, that no person or entity owning 50% or more of your equity securities or other equivalent voting interests, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region.

15. **General Provisions**

15.1 **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior express written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

15.2 **Notification Procedures and Changes to these Terms.** We may provide notifications, whether such notifications are required by Applicable Law or are for marketing or other business-related purposes, to you via email notice or written or hard copy notice, or through posting of such notice on the Service, as we determine, in our sole discretion. We reserve the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification, as required under Applicable Law or as described in these Terms. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. These Terms apply to and govern your access to and use of the Service effective as of the start of your access to the Service, even if such access began before publication of these Terms. Your continued use of the Service after any change to these Terms constitutes your acceptance of the new Terms of Service. If you do not agree to any part of these Terms or to any future Terms of Service, do not access or use (or continue to access or use) the Service.

15.3 **Entire Agreement; Severability.** These Terms, together with the Terms and Conditions, and any amendments and any additional agreements you may enter into with us in connection with the Service, will constitute the entire agreement between you and us concerning the Service. Any statements or comments made between you and any of our employees or representatives are expressly excluded from these Terms and will not apply to you or us, or to your access to or use of the Service. Except as otherwise stated in the Arbitration Provision, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

15.4 **No Waiver.** No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

15.5 **California Residents.** The provider of the Service is Churchill Downs Technology Initiatives Company, PO Box 8510, Lexington, Kentucky 40533; telephone number 1-877-SPIRES-1. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

15.6 **Contact.** If you have any questions about these Terms and/or the Service, please contact us at player.services@twinspires.com.