

AMPMPicks.Inc (d/b/a “AMPM_PICKS”) – Terms of Service

Effective Date: July 20, 2025
Last Updated: September 28, 2025

1) Agreement & Scope

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“you,” “user,” or “Subscriber”) and **AMPMPicks.Inc**, a Florida company, doing business as **“AMPM_PICKS”** (collectively, “Company,” “we,” “our,” or “us”), including any affiliated entities, owners, managers, contractors, agents, successors, brands, social media accounts, domains, subdomains, communication channels, or platforms controlled by or acting on behalf of Company (collectively the “AMPM_PICKS Properties”). By accessing or using our website, platforms, content, products, subscriptions, data, alerts, messages, posts, emails, or any other service we provide (collectively, the “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not access or use the Services.

2) Company Domicile; Where We Operate

AMPMPicks.Inc is formed and headquartered in **Florida, USA**. We distribute informational Services to subscribers throughout the United States and internationally, subject to the geo■eligibility and local■law compliance requirements below.

3) Important Risk & Non■Gambling Notice (Entertainment■Only)

AMPM_PICKS provides **sports information, opinion, entertainment, and educational content only**. We do **not** provide gambling services, accept wagers, facilitate betting, or guarantee outcomes. Any decisions you make based on our content are solely your responsibility and at your own risk. If you have or suspect a gambling problem, seek professional help immediately. **Past performance does not guarantee future results.**

4) Retroactive Application & Prior Users

These Terms take effect on **July 20, 2025** and, from that date forward, govern and supersede any prior terms, disclaimers, purchase conditions, or contracts previously used by AMPM_PICKS (including versions in effect during 2020–2025). All prior purchasers, subscribers, and users from earlier operations (including those who accessed earlier contracts in 2020) are deemed to have accepted these updated Terms by continuing to access any AMPM_PICKS content, platforms, communications, or Services on or after July 20, 2025.

5) Eligibility (Age, Jurisdiction, Capacity)

You represent and warrant that you are **21+** years of age (or the legal age of majority in your jurisdiction, if higher), are **legally permitted** to access sports■related informational content where you reside and where you are located at the time of access, have full legal capacity to enter into these Terms, and are not barred from using the Services under applicable law. Any misrepresentation of age, identity, or legal eligibility is a **material breach**.

6) Territorial Reach & Local■Law Compliance (US States & International)

a) **Your responsibility:** Laws vary by state and country. You are solely responsible for ensuring your access to sports■related informational content **complies with the laws of your state/country**, including age limits and any restrictions on receiving such content. If access would be unlawful for you, **do not use the Services**.

b) **No solicitation where prohibited:** Our Services are **not offered** and **should not be used** in jurisdictions where receipt of sports■outcome informational content is restricted or unlawful. We make no representation that the Services are appropriate or available in all locations.

c) **Geo■controls:** We may implement reasonable geolocation, IP, device, or payment checks and may

****deny, restrict, or revoke**** access if we believe a jurisdiction's rules prohibit or limit delivery. You agree not to circumvent geo■controls (e.g., by VPN, proxy, device spoofing).

d) ****Mandatory local rights:**** To the extent a jurisdiction's ****non■waivable consumer rights**** apply, we honor them ****to the minimal extent required by law****. Otherwise, these Terms govern.

7) Delivery Channels; Platform■Specific Terms (Telegram, Whop, Discord, Email, Website)

We may deliver content via any AMPM_PICKS Property or third■party platform at our discretion (including Telegram, Whop, Discord, email/SMS, or private dashboards). You must comply with those platforms' terms in addition to ours. Delivery methods may change without notice. Third■party outages are not our responsibility.

8) Nature of the Services; Package Content Expectations

All picks, opinions, projections, writeups, charts, historical performance snapshots, records, and any other materials or communications (including via email, direct messages, private groups, PDF documents, dashboards, spreadsheets, videos, voice notes, or social platforms) are informational/entertainment content. They:

- are ****not**** investment, financial, legal, tax, or gambling advice;
- do ****not**** constitute an offer, solicitation, or recommendation to place any wager or engage in gambling;
- may be incomplete, delayed, estimated, opinion■based, simplified, or contain human or technological error; and
- may differ from publicly posted records or third■party lines, odds, or statistics due to timing or data■source discrepancies.

****Package Content:**** Unless a product description ****explicitly guarantees**** a minimum number of plays, ****a package may consist of a single play**** for the period purchased (e.g., a 1■Day VIP package may include ****one VIP play****). Play counts, timing, markets (MLB/NFL/CFB/NHL/NBA), and format (moneylines, totals, props, etc.) are ****at our discretion**** based on analysis and market conditions.

9) Fulfillment, Time Zone, Posting Windows (Digital Goods)

a) ****Time Zone:**** All times are ****Eastern Time (ET)**** unless otherwise specified.

b) ****Fulfillment Upon Posting:**** Digital content is ****deemed delivered**** when posted to the designated channel (e.g., Telegram/Whop portal/email/dashboard) within your access window, whether or not you personally view it.

c) ****In■Progress Events:**** If you purchase while an event is already in progress or after a play is posted, we are ****not obligated**** to re■issue, backfill, or replace that play. Access purchased mid■card is ****still considered fulfilled**** if content was made available during the access window.

d) ****Missed Plays:**** Missed notifications, muted chats, email filters, or delayed viewing ****do not**** constitute non■delivery or "not as described." Enable notifications and check channels before game times.

e) ****Proof of Delivery:**** We may rely on platform logs, timestamps, message IDs, screenshots, email headers, and access records as ****proof of delivery**** and fulfillment. You agree these electronic records are admissible and sufficient to establish delivery and access.

f) ****Make■Goods:**** Any courtesy substitutions (e.g., an extra day or additional play) are at our ****sole discretion**** and do not modify these Terms.

10) Account Registration & Security

You must provide accurate, current, and complete information when creating an account or purchasing a package and promptly update it (including email and payment details). You are solely responsible for safeguarding login credentials. Unauthorized account sharing, resale, sublicensing, or multi■user access under a single subscription is prohibited and may result in immediate termination without refund. We may deploy technical measures (tracking links, watermarking, device limits, IP checks) to enforce access rules.

11) Subscriptions, Billing & Pricing

We may offer one-time purchases, recurring subscriptions, tiers (e.g., Daily, Weekly, Monthly, VIP), bundles, promotional trials, or limited-time offers. Prices may change prospectively.

- **Auto-Renewal:** Recurring plans renew automatically at the then-current rate until canceled.
- **Cancellation:** Cancel future renewals any time before the renewal billing date. Canceling does **not** retroactively refund past charges.
- **Trials / Promotions:** We may revoke, modify, or terminate promotional access at our discretion.
- **Taxes / Fees / Currency:** You are responsible for applicable taxes (including **VAT/GST** where applicable), currency conversion, bank, platform, or processing fees. Unless stated otherwise, currency is USD.
- **Chargebacks:** Initiating a chargeback for validly delivered Services is a **breach**. We may submit delivery evidence and pursue collection or legal remedies.

12) All Sales Final; No Refund Policy (Digital Products)

All sales are **final**. We do not issue refunds or credits (full or partial) for any reason, including—without limitation—perceived performance, lack of usage, schedule changes, injury news, account termination for breach, dissatisfaction, technical interruptions, **in-progress purchases**, missed plays, or failure to access content that was otherwise made available. If a mandatory consumer right applies in your jurisdiction, it will be honored to the **minimal extent required by law**.

13) Intellectual Property

All trademarks (registered or unregistered), names, logos, service marks, designs, compilations, layouts, user interfaces, text, graphics, audio, video, data, and other materials (collectively, "Content") on the AMPM_PICKS Properties are owned by or licensed to us and protected by intellectual property laws. Except for limited, personal, non-transferable, non-sublicensable, revocable permission to view Content for your individual informational use, no license or rights are granted. You may not copy, mirror, archive, **train ML models on**, distribute, publicly display, publish, create derivative works from, or commercially exploit any Content without prior written authorization.

14) User Submissions & Feedback

Any feedback, suggestions, testimonials, endorsements, or ideas you submit are non-confidential and become our property. You grant us a perpetual, worldwide, irrevocable, royalty-free license to use, reproduce, adapt, publish, translate, distribute, display, and otherwise exploit such submissions in any media for any lawful purpose without compensation.

15) Data; Communications Consent

By creating an account or purchasing a package, you expressly consent to receiving emails, platform messages, push notifications, or other communications (including marketing) from AMPM_PICKS. You may opt out of non-operational marketing emails via the included unsubscribe mechanism, but we may still send transactional or service notices.

16) Performance Records & Disclaimers

Any win-rate, streak, historical record, sample ticket, chart, or performance snapshot we display or reference (including on social media) may be illustrative and not inclusive of every play issued. Records may exclude certain categories (e.g., live plays, halftime adjustments, alternate lines, props, partial units) and may be updated retrospectively for corrections. Such representations are **not guarantees** and may differ from your personal results.

17) Technology & Availability

We do not warrant that the Services will be uninterrupted, timely, secure, virus-free, or error-free, nor that defects will be corrected. Temporary access suspensions may occur for maintenance, updates, security

patches, third-party outages, or force majeure events. Content delivery methods may change without notice.

18) Third-Party Links & Advertisers

We may reference third-party platforms, odds sources, news feeds, APIs, payment processors, or advertisers. We do not control and are not responsible for third-party content, accuracy, compliance, legality, or practices. Your interactions with third parties are solely between you and the third party.

19) Prohibited Conduct

You agree not to: (a) use the Services for unlawful purposes or violations of any applicable law or regulation; (b) harass, threaten, abuse, defame, impersonate, or harm others; (c) interfere with security, integrity, rate limits, or infrastructure; (d) scrape, crawl, spider, index, mine, archive, or systematically download Content; (e) attempt to bypass authentication, encryption, paywalls, or access controls; (f) upload or transmit malware, malicious code, or automated scripts; (g) misrepresent affiliation with AMPM_PICKS; (h) use bots or automation to access paid materials; (i) frame, mirror, or deep-link to restricted areas; (j) resell, redistribute, sublicense, broadcast, or repackage Content or picks; (k) manipulate records, falsify performance claims, or misquote our data; (l) engage in conduct that, in our sole judgment, harms or attempts to harm AMPM_PICKS, other users, our reputation, or operations. Violation may result in immediate termination without refund and potential legal action.

20) Suspension & Termination

We may suspend or terminate access (with or without notice) for any breach, suspected fraud, chargebacks, legal compliance, security threat, inactivity abuse, or misuse. Upon termination, all rights granted under these Terms cease immediately, but sections intended to survive shall remain in effect.

21) Indemnification

You agree to indemnify, defend, and hold harmless the Company and its owners, affiliates, officers, employees, contractors, and agents ("Protected Parties") from and against any and all claims, demands, actions, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) breach of these Terms; (c) alleged infringement or misappropriation arising from your submissions; (d) violation of law or third-party rights; or (e) misuse, redistribution, or unauthorized disclosure of Content or Confidential Information.

22) Disclaimers of Warranties; Entertainment-Only; No Reliance

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND ALL CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." WE EXPRESSLY DISCLAIM ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, OR RESULTS. **THE SERVICES ARE FOR ENTERTAINMENT ONLY.** ANY RELIANCE ON OUR CONTENT IS VOLUNTARY AND AT YOUR SOLE RISK.

23) Limitation of Liability; Broad Non-Liability for Harms

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) NO PROTECTED PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLIED, RELIANCE, OR PUNITIVE DAMAGES; LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OPPORTUNITY, OR OTHER INTANGIBLE LOSSES; OR **ANY PERSONAL, FINANCIAL, EMOTIONAL, MENTAL, OR OPERATIONAL DAMAGES**, EVEN IF FORESEEABLE OR ADVISED; (b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ALL PROTECTED PARTIES FOR ALL CLAIMS EXCEED THE LESSER OF (i) TOTAL AMOUNTS YOU PAID US FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT; OR (ii) **USD \$25**. MULTIPLE CLAIMS DO NOT ENLARGE THIS CAP. THESE LIMITATIONS FORM AN

ESSENTIAL BASIS OF THE BARGAIN. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS; WHERE PROHIBITED, SUCH LIMITATIONS APPLY TO THE FULLEST EXTENT LAWFULLY PERMITTED.

24) Release

To the fullest extent permitted, you release AMPM_PICKS and the Protected Parties from any and all claims, demands, and damages arising out of disputes with other users or third parties arising from your use of the Services.

25) Privacy & Data Processing; Security; Aggregated Data

Use of the Services is also governed by our Privacy Policy (as amended). By using the Services you consent to data practices described therein, including: (a) processing of account data; (b) storage on servers (which may be located in the U.S. or other jurisdictions); and (c) transfer across borders as needed. We implement commercially reasonable safeguards but cannot guarantee absolute security; you are responsible for safeguarding your credentials and promptly notifying us of suspected compromise. We may create and use anonymized/aggregated data derived from your usage for analytics, improvement, benchmarking, or marketing, provided such data does not personally identify you.

26) Changes to the Terms

We may update these Terms at any time by posting the revised version with a new "Last Updated" date. Unless a different effective date is stated, changes are effective upon posting. We may (but are not obligated to) provide notice of material changes via email or account notice. Continued access or use after the effective date constitutes acceptance. If you do not agree, you must cease using the Services before changes take effect.

27) Severability; No Waiver

If any provision is held invalid or unenforceable, that portion will be enforced to the maximum extent permissible, and the remaining provisions continue in full force and effect. Our failure to enforce any provision is not a waiver of future enforcement.

28) Assignment

You may not assign, transfer, or sublicense these Terms or any rights hereunder without our prior written consent. We may assign or transfer these Terms without restriction.

29) Dispute Resolution; Governing Law; Venue; Arbitration; Class Waiver

****Governing Law:**** The laws of the ****State of Florida****, U.S.A., without regard to conflict of law principles.

****Venue / Jurisdiction:**** Subject to arbitration, exclusive venue for any permitted court proceeding (including to compel arbitration or enforce an arbitral award) shall be the ****state courts of Miami-Dade County, Florida**** or the ****U.S. District Court for the Southern District of Florida (Miami Division)****. You irrevocably consent to personal jurisdiction there and waive any inconvenient forum objections.

****Binding Arbitration & Class Action Waiver:**** EXCEPT FOR (i) QUALIFYING SMALL CLAIMS ACTIONS INDIVIDUALLY FILED; OR (ii) CLAIMS FOR INJUNCTIVE / EQUITABLE RELIEF TO PROTECT INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES ("DISPUTE") SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING, CONFIDENTIAL ARBITRATION ADMINISTERED BY ****JAMS**** (OR, IF JAMS IS UNAVAILABLE, ****AAA****) UNDER ITS STREAMLINED RULES. ONE (1) ARBITRATOR, ENGLISH LANGUAGE, ****MIAMI, FLORIDA**** SEAT (REMOTE APPEARANCES PERMITTED). THE ****FEDERAL ARBITRATION ACT**** GOVERNS. THE ARBITRATOR MAY AWARD ANY RELIEF AVAILABLE IN COURT (CONSISTENT WITH THESE TERMS) BUT MAY NOT AWARD PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF ANY LIMITATION HEREIN. ****YOU AND AMPM_PICKS WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION.**** INDIVIDUAL

CLAIMS ONLY. IF THIS CLASS WAIVER IS FOUND UNENFORCEABLE AS TO A PARTICULAR CLAIM, THAT CLAIM (ONLY) MUST BE LITIGATED IN COURT AND NOT ARBITRATED.

****Informal Resolution:**** You must first provide a written Notice of Dispute to our Contact Address describing the claim and relief sought. If unresolved after 30 days, either party may commence arbitration.

****Time Limit:**** Any Dispute must be filed within one (1) year after it arose or it is permanently barred.

****Opt Out:**** You may opt out of arbitration (not class waiver) within 30 days of your first acceptance of these Terms by sending a written, signed opt out (with your account email) to the Contact Address.

30) Export & Sanctions Compliance

You represent you are not: (a) located in, ordinarily resident in, or organized under the laws of any embargoed/restricted jurisdiction; (b) on any U.S., U.K., E.U., or U.N. sanctions or restricted parties list; or (c) using the Services for, or on behalf of, any prohibited end user or end use under applicable export, re-export, or sanctions laws. You agree not to export, re-export, or transfer any portion of the Services in violation of such laws.

31) Confidentiality & Anti-Scraping (Paid Areas)

Except for publicly available marketing pages, the paid/subscriber only portions of the Services (including proprietary performance tracking, private picks, strategies, unit sizing methodologies, and unpublished data) are ****Confidential Information****. You agree not to disclose, publish, screenshot, bulk copy, systematically extract, scrape, or provide automated access to Confidential Information. Limited, incidental, personal viewing is permitted. Any unauthorized disclosure or redistribution constitutes material breach and may result in immediate termination and injunctive relief.

32) Force Majeure

We are not liable for delay or failure beyond our reasonable control, including but not limited to: acts of God, natural disasters, epidemics, pandemics, public health emergencies, war, terrorism, civil unrest, labor disputes, power or Internet failures, hosting or CDN outages, denial of service attacks, supply chain disruption, governmental orders, regulatory changes, or third party platform/API failures.

33) Entire Agreement; Headings

These Terms, together with incorporated policies (including the Privacy Policy, any supplemental product terms, pricing or plan descriptions, and posted legal notices), constitute the ****entire agreement**** between you and AMPM_PICKS and supersede all prior or contemporaneous oral or written understandings. Headings are for convenience only and do not affect interpretation.

34) Contact Information

Questions about the Terms should be sent to: ****ampmpicks@gmail.com****

Mailing Address / Service of Process: ****AMPMPicks.Inc (d/b/a AMPM_PICKS), Attn: Legal Dept., Miami, Florida, USA**** (insert full street address when available).

ACKNOWLEDGMENT

BY ACCESSING OR USING ANY AMPM_PICKS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

By creating an account / purchasing a package, you affirm you are ****21+**** and you agree to the AMPM_PICKS Terms of Service & Privacy Policy. You understand ****all sales are final**** and AMPM_PICKS provides ****informational entertainment content only****—****not gambling advice****.