

Avo Terms of Service

1. Introduction & Acceptance of Terms

1.1 Introduction: Welcome to AVO (hereinafter referred to as the "Platform"). The Platform is owned, operated, and provided by AVO ("we", "us", or "our"). These Terms of Service, along with any other policies or guidelines posted on the Platform, collectively referred to as the "ToS", govern your access to, and use of, our website, tools, applications, and services (collectively referred to as the "Services").

1.2 Acceptance: By accessing, registering for, or using the Services, you acknowledge that you have read, understood, and agree to be legally bound by, and comply with, these ToS. If at any time you do not agree with any part of the current version of our ToS, you must cease your use of the Services immediately.

1.3 Amendments: We reserve the right, at our sole discretion, to modify, add, or delete portions of or otherwise change these ToS at any time without prior notice. It is your responsibility to review the ToS periodically. Your continued use of the Services following the posting of changes constitutes your acceptance of the revised ToS.

1.4 Scope & Application: This ToS applies universally to all users, visitors, and others who access or use our Services. In the event you enter into other agreements with AVO, those agreements shall prevail in the event of a conflict with these ToS.

2. Description of Services

2.1 General Overview: AVO is a specialized platform designed to provide users with a dashboard interface showcasing live arbitrage opportunities detected by our proprietary Arbitrage Algorithm. These opportunities are presented in the form of cards, offering users a streamlined and efficient method to identify and capitalize on discrepancies in sportsbook odds.

2.2 Service Functionality: When a user selects a card, they are presented with detailed information about the arbitrage opportunity, including potential profit

calculations and direct links to relevant sportsbook websites. The platform is live and dynamic, constantly updating to reflect the most current arbitrage opportunities.

2.3 Limitations & Assumptions: It is incumbent upon the user to have the requisite knowledge and expertise to utilize the information provided effectively. The platform is intended to assist users in identifying opportunities, but it does not, in any capacity, guarantee profits. Users must act promptly and judiciously to capitalize on the information provided.

2.4 Third-party Integrations: While our platform aggregates and presents data from various sportsbook sites, AVO does not have any control over, affiliation with, or endorsement from these third-party sites. The odds and data we present are for entertainment purposes only, and users are advised to verify any information before making decisions.

2.5 Continuous Improvement: We are committed to enhancing the user experience and regularly update our algorithms and interface based on user feedback and technological advancements. This may lead to periodic changes in the platform's functionality and interface.

2.6 Entertainment Purpose: While our platform provides tools that can aid in financial decisions related to sports betting, all information and services are offered for entertainment purposes only. Users are advised to exercise discretion and consult with professionals before making any financial decisions.

3. Eligibility and User Account

3.1 Minimum Age Requirement: To use the AVO platform, users must be at least 18 years old or the age of majority in their jurisdiction, whichever is greater. It is the user's responsibility to ensure they comply with their local age-related regulations when accessing our services.

3.2 Legal Compliance: Additionally, users must reside in jurisdictions where sports betting is legally permitted. By using our services, users represent and warrant that they are not violating any local, state, or national laws or regulations.

3.3 Account Creation: Users are required to create an account to access the full suite of features offered by AVO. This account is personal to the user and cannot be transferred or assigned to another individual.

3.4 Account Security: Users are responsible for maintaining the confidentiality of their account credentials and ensuring that unauthorized individuals do not gain access. Any actions taken under a user's account will be deemed to have been performed by the user, and they will be held responsible.

3.5 Account Limitations: Each AVO account supports up to three concurrent device logins. If an attempt to log in from a fourth device is made, access will be denied until one of the other devices is logged out.

3.6 Account Termination: AVO reserves the right to terminate or suspend any user's account without notice if we believe there has been a violation of our Terms of Service or if we deem such action is in the best interest of our community or platform's integrity.

3.7 Profile Updates: Users can update or modify their account information through the designated account settings section on the platform. It's the user's responsibility to keep their account details current and accurate.

4. Use of the Service

4.1 Service Provision: AVO offers users a dashboard interface that highlights arbitrage opportunities in sports betting, detected by our proprietary algorithm. Users can access detailed information about these opportunities and utilize tools to calculate potential profits.

4.2 Information Accuracy: While AVO strives to provide accurate and up-to-date data, we rely on third-party sportsbook websites for the odds we display. As such, we cannot guarantee the absolute accuracy or timeliness of every piece of data. Users are advised to cross-check data before placing bets.

4.3 Not a Betting Platform: AVO is an informational and computational tool. We do not facilitate or process bets directly. Users are redirected to third-party sportsbook websites to place their bets.

4.4 User Responsibilities: Users are responsible for placing bets on third-party sportsbook websites in a timely manner to take advantage of detected arbitrage opportunities. AVO is not responsible for missed opportunities or potential losses incurred due to delays or errors in placing bets.

4.5 Restrictions: Users are strictly prohibited from:

- Sharing or reproducing information from our dashboard publicly or for commercial gain.
- Using automated systems or software to extract data from our website, commonly known as scraping.
- Engaging in any activity that interferes with, disrupts, or imposes an unreasonable load on our servers or infrastructure.

4.6 Service Modifications: AVO reserves the right to modify, suspend, or discontinue any part of our service at any time, with or without notice. While we aim to provide a consistent service, there may be instances where updates, maintenance, or other factors may impact service availability.

5. Account Registration and Use

5.1 Account Creation: To access and use the AVO dashboard and its features, users must create an account by providing accurate and current information as prompted during the registration process.

5.2 Account Security: Users are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account. Any unauthorized use of an account or any other security breaches must be reported to AVO immediately.

5.3 Account Limitations: Each AVO account is intended for use by up to three individuals, facilitating team-based use of our service. If an attempt to access the service exceeds the limit of three simultaneous users, access will be denied for additional users.

5.4 Account Responsibilities: Users are responsible for ensuring the information associated with their account remains accurate and up-to-date. AVO reserves the right to suspend or terminate accounts that provide false or misleading information.

5.5 Subscription Management: Users can manage their subscriptions, including starting or stopping services, through their account settings. Subscription renewals are automatic, and users will be billed accordingly unless they opt to cancel their subscription.

5.6 Account Termination: AVO reserves the right to suspend or terminate user accounts for violations of these Terms of Service or any other policies that AVO may establish. Users may also choose to deactivate or delete their account at their discretion.

6. User Conduct and Obligations

6.1 Lawful Use: Users shall use the AVO service in a lawful manner, in compliance with all applicable laws, regulations, and the terms set forth in this agreement. Any use of the service for illegal activities is strictly prohibited.

6.2 Fair Usage: Users are not permitted to scrape, duplicate, redistribute, or publicly display any information or data from the AVO dashboard without express written permission from AVO.

6.3 No Misrepresentation: Users shall not misrepresent or impersonate any person or entity, or make false claims or statements while using the service.

6.4 No Interference: Users agree not to interfere with the proper functioning of the AVO service, its servers, or networks connected to the AVO service, including attempting to breach security measures.

6.5 Shared Responsibility: Users sharing their account with others remain responsible for all actions taken by individuals accessing the AVO service through their account.

6.6 No Harmful Actions: Users shall not introduce malware, viruses, or any other harmful code or undertake actions that could harm AVO's infrastructure or the user community.

6.7 Intellectual Property: All content available on the AVO dashboard, including but not limited to, designs, text, graphics, images, video, information, logos, software, and audio, are the intellectual property of AVO. Users shall respect all copyright and other proprietary notices.

7. Payment, Renewals, and Cancellations

7.1 Subscription: Access to the AVO service is contingent upon the successful payment of subscription fees. AVO offers a trial period, after which users will be required to choose a subscription plan to continue accessing the service.

7.2 Automatic Renewals: Unless explicitly canceled by the user, subscriptions to AVO will automatically renew at the end of each billing period, ensuring uninterrupted service. The user's payment method on file will be charged for the renewal.

7.3 Cancellations: Users can cancel their subscription at any time through their account settings. Cancellations will take effect at the end of the current billing period. No prorated refunds will be issued for partial month usage.

7.4 Payment Methods: All payments made to AVO are processed securely through our third-party payment gateway, Stripe. AVO does not store or have access to users' full credit card details.

7.5 Service Interruptions: In the event of prolonged service interruptions, AVO reserves the right to adjust subscription dates or offer compensation as deemed appropriate.

7.6 Changes to Subscription Fees: AVO reserves the right to modify its subscription fees. Users will be provided notice of any fee changes and have the opportunity to cancel their subscription before such changes come into effect.

7.7 Non-payment: Failure to successfully process renewal payments will result in the suspension or termination of the user's access to the AVO service.

8. Content and Services

8.1 Ownership of Content: All content, features, and functionality, including but not limited to the design, text, graphics, images, software, audio, video, documentation, and the selection and arrangement thereof, are the exclusive property of AVO or its licensors and are protected by international copyright, trademark, patent, and other intellectual property or proprietary rights laws.

8.2 Use of the Service: The service provided by AVO is intended for personal, non-commercial use. Users agree not to reproduce, redistribute, transmit, assign, sell,

broadcast, rent, share, lend, modify, adapt, edit, or license any part of the service or content.

8.3 Accuracy of Content: While AVO strives to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. AVO does not guarantee the accuracy, completeness, or timeliness of the information available on its platform.

8.4 Third-party Links: AVO may provide links to third-party websites or resources for convenience. Users acknowledge and agree that AVO is not responsible or liable for the content, products, or services on or available from those websites or resources. Links do not imply endorsement by AVO of those websites or resources.

8.5 Modifications to the Service: AVO reserves the right to modify, suspend, or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. Users agree that AVO shall not be liable to them or any third party for any such modifications, suspensions, or discontinuance of the service.

8.6 Usage Data: AVO may collect and analyze data pertaining to the use of the service for purposes of improving the platform and providing a better user experience.

9. Subscription and Payments

9.1 Subscription Plans: AVO offers different subscription plans, including but not limited to monthly subscriptions. The specifics of each plan, including features and pricing, are detailed on our website.

9.2 Free Trial: New users may be eligible for a one-week free trial. Once the trial period expires, users will be automatically converted to a paid subscription unless they cancel prior to the end of the trial.

9.3 Automatic Renewal: Subscriptions to AVO services are automatically renewed at the end of each subscription period. Users will be billed for the subsequent subscription period unless they cancel their subscription before the renewal date.

9.4 Payment Information: All payments made to AVO are processed through a third-party payment processor, Stripe. AVO does not store or manage users' payment information directly.

9.5 Cancellation: Users can cancel their subscription at any time through their account settings. No refunds or credits will be provided for partial months or unused periods.

9.6 Changes to Pricing: AVO reserves the right to modify the subscription prices, introduce new charges, or amend the existing pricing structure. Users will be notified of any pricing changes and will have the option to terminate their subscription if they do not agree with the changes.

9.7 Failed Payments: In the event of a failed payment, users may lose access to the AVO services until outstanding balances are settled.

9.8 Taxes: Users are responsible for any taxes, levies, or duties imposed by taxing authorities in their respective jurisdictions related to the purchase of AVO services.

10. Usage Restrictions and Acceptable Use

10.1 Acceptable Use: Users are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the AVO service for personal, non-commercial use and as expressly permitted by these Terms.

10.2 Prohibited Activities: Users may not:

(a) Use, display, mirror, or frame the AVO service or any individual element within the AVO service, AVO's name, any AVO trademark, logo, or other proprietary information, without AVO's express written consent.

(b) Use the AVO service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the service, or that could damage, disable, overburden, or impair the functioning of the service.

(c) Engage in any data mining, scraping, crawling, or using any process or processes that send automated queries to the AVO service. Automated scripts or bots are strictly prohibited.

(d) Circumvent or attempt to circumvent any filtering, security measures, rate limits, or other features designed to protect the AVO service, users of the service, or third parties.

10.3 Account Sharing: Each AVO account is intended for use by up to three individual users. Exceeding this limit may result in suspension or termination of the account.

10.4 Intellectual Property: All content available on the AVO platform, including but not limited to, the dashboard, arbitrage cards, algorithms, design, text, graphics, images, and other files, is the proprietary property of AVO. Users may not modify, distribute, reproduce, or use any content in any way for any public or commercial purpose without AVO's express permission.

10.5 Content Streaming or Sharing: Users are expressly prohibited from streaming, broadcasting, or sharing the information, data, or content from the AVO dashboard on any public platforms or media.

10.6 Service Updates: AVO continuously strives to improve and enhance its services. This may result in periodic updates to the service, which may happen automatically. Users may need to update their device software to continue using the service.

11. Disclaimers and Limitations

11.1 Service Provided "As Is": The AVO service is provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

11.2 No Guarantee on Accuracy: While AVO endeavors to provide accurate and up-to-date information regarding arbitrage opportunities, there are no guarantees, express or implied, regarding the accuracy, reliability, or completeness of the content or data provided. Users rely on the service at their own risk.

11.3 No Financial Advice: AVO is a tool designed to highlight potential arbitrage opportunities in sports betting markets. It does not offer financial, legal, or betting advice. Users should seek the advice of professionals regarding any financial decisions.

11.4 Limitation of Liability: To the maximum extent permitted by law, AVO shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) the user's access to or use of or inability to access or use the service; (b) any unauthorized access to or use of AVO's servers and/or any personal information stored therein; or (c) any other matter relating to the service.

12. Indemnification

12.1 User's Agreement to Indemnify: Users agree to indemnify, defend, and hold harmless AVO, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to their account (including negligent or wrongful conduct) by the user or any other person accessing the service using the user's account.

13. Termination of Service

13.1 Right to Terminate: AVO reserves the right to suspend or terminate a user's access to the service, without notice, for conduct that AVO believes violates these Terms or is harmful to other users of the service, AVO, or third parties, or for any other reason in AVO's sole discretion.

13.2 User's Right to Terminate: Users may terminate their access to the service at any time by ceasing to use the service. All provisions of these Terms which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13.3 Effects of Termination: Upon termination or suspension, regardless of the reasons, the user's right to utilize the service immediately ceases, and the user acknowledges and agrees that AVO may immediately deactivate or delete the user's account and all related information.

14. General Provisions

14.1 Entire Agreement: These Terms, along with any policies incorporated herein by reference, constitute the entire agreement between the user and AVO and govern the use of the service, superseding any prior agreements between the user and AVO.

14.2 Waiver and Severability: The failure of AVO to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

14.3 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of law rules. Any legal action or proceeding related to the user's access to or use of the service or these Terms shall be instituted in a state or federal court located in Maryland.