

FantasyX Terms of Service

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1. Agreement to these terms

These Terms of Service ("Terms") are a binding agreement between you and FantasyX, Inc. ("FantasyX," "we," "us," or "our") governing your use of the FantasyX mobile application, the web application at app.fantasyx.net, and the website at fantasyx.net (together, the "Service").

By creating an account, or by accessing or using the Service, you agree to these Terms and to our Privacy Policy, which is incorporated here by reference. If you do not agree, do not use the Service.

Section 20 contains an agreement to try to resolve disputes informally before going to court, and Section 21 requires that any lawsuit be brought in New York. Please read them.

2. Eligibility

- You must be at least 13 years old to create an account. This matches the age minimum in our Privacy Policy and our app store age ratings.
- If you are between 13 and 17, you may use the Service only with the consent and supervision of a parent or legal guardian who agrees to these Terms on your behalf and accepts responsibility for your use of the Service.
- The Service is offered to users in the United States. We do not currently offer it elsewhere, and we make no representation that the Service is appropriate or available in other jurisdictions.
- You may hold one account. Creating additional accounts to gain an advantage in a league is prohibited (Section 7).
- You may not use the Service if we have previously terminated your account, or if you are barred from doing so under applicable law.

3. Your account

You can create an account with an email address, a phone number, or by signing in with Google or Apple. You are responsible for the information you provide being accurate, and for keeping it current.

You are responsible for everything that happens under your account, and for keeping your sign-in credentials and any device you stay signed in on secure. Tell us at help@fantasyx.net if you believe your account has been accessed without your permission.

You may link and unlink sign-in methods from Settings ► Linked Accounts, except that you cannot remove your last remaining sign-in method — doing so would lock you out of your own account.

You may delete your account at any time from Settings ► Account ► Delete Account. Deletion is immediate and cannot be undone. Section 7.1 of the Privacy Policy explains exactly what is deleted, what is retained in de-identified form so your league-mates' records stay intact, and what happens to your team in a league that is still in progress.

4. The Service

FantasyX is a fantasy football platform built around a weekly re-draft format. Every week, each team drafts a new lineup from a shared player pool. Once you start a player and their game is played, that player is locked out of your draft pool for the rest of the season and moves to your team's graveyard. Managers may earn or be granted a limited number of revives to bring a buried player back.

The Service is provided for entertainment. We may add, change, suspend, or remove features, game mechanics, scoring rules, and league settings at any time. We will try to make significant gameplay changes between seasons rather than during one, but we do not promise this, and some changes — bug fixes, scoring corrections, and changes required by our data providers — have to happen mid-season.

We do not guarantee that the Service will be available without interruption, that drafts will run without delay, or that scores, projections, and statistics will be accurate or timely. See Section 12 for more on sports data, and Sections 17 and 18 for the disclaimers that apply.

5. No entry fees, no wagering

FantasyX is free to play. We do not charge entry fees, we do not accept wagers, and we do not award cash prizes. Nothing in the Service is a contest of chance, a lottery, or a gambling activity, and no consideration is required to participate.

We may occasionally run promotions, giveaways, or seasonal contests offering non-cash prizes such as merchandise or account perks. Any promotion of this kind will be governed by its own official rules, published at the time, which will control if they conflict with these Terms. Where required by law, no purchase or payment will be necessary to enter or win.

Leagues on FantasyX are operated by their commissioners and members. If members of a league arrange any payment, buy-in, or prize among themselves outside the Service, that arrangement is entirely their own. We are not a party to it, we do not process it, we take no responsibility for it, and we will not adjudicate disputes about it. You are responsible for ensuring any such arrangement is legal where you live.

6. Leagues and commissioners

Leagues are created and run by users. The commissioner of a league controls that league's settings — scoring rules, roster requirements, draft timing, revive allotments, waiver behavior, playoff structure, and league membership — and can change them, including during a season.

Commissioners can invite and remove managers, approve or deny revive requests, grant bonus revives, adjust rosters, and delete the league entirely. By joining a league you accept that its commissioner has these powers over your experience in that league.

6.1 We do not referee leagues

Disputes within a league — a contested trade, a suspected act of collusion, a commissioner accused of favoring their own team, a manager who stops setting lineups — are for that league's commissioner and members to resolve. FantasyX does not mediate, reverse, or adjudicate league decisions, and we have no obligation to intervene, restore a deleted league, undo a commissioner's action, or compensate you for one.

This is a deliberate limit on what we do, not an oversight. We have no way to know what your league agreed to among themselves, and stepping into private disputes would make us the arbiter of arrangements we cannot see.

It does not limit our own enforcement rights. Conduct that violates these Terms — harassment, cheating that reaches across leagues, automated play, account sharing, exploiting a bug — is separately actionable by us under Sections 7, 8, and 16, regardless of what any commissioner decides.

7. Fair play

The weekly re-draft format only works if everyone is playing the same game. You agree not to:

- Collude with another manager to arrange a lopsided trade, a deliberate loss, a coordinated draft, or any other outcome not reached through ordinary competition.
- Operate more than one account, share an account, or manage more than one team in the same league, whether directly or through another person.
- Use bots, scripts, automation, or any tool that drafts, claims, trades, or otherwise acts on your behalf faster or more often than a person using the app could.
- Exploit a bug, scoring error, or defect. If you discover one, tell us at help@fantasyx.net rather than using it. We would much rather hear about it.
- Deliberately abandon a team, tank a matchup, or otherwise sabotage a league's competitive integrity.
- Interfere with another manager's ability to play — including denial of service, spamming a draft room, or attempting to access another user's account.

We may reverse transactions, adjust results, suspend accounts, or remove users from leagues where we determine in good faith that this section has been violated.

8. Acceptable use

You agree not to use the Service to:

- Post or transmit content that is unlawful, harassing, threatening, defamatory, hateful, sexually explicit, or that targets a person or group on the basis of race, ethnicity, religion, disability, sex, sexual orientation, gender identity, or national origin.
- Bully, stalk, threaten, or impersonate anyone, including another user, a FantasyX employee, or a real athlete.
- Post another person's private information, or content you do not have the right to post.
- Advertise, solicit, or run any commercial promotion, including gambling or sports betting promotion of any kind.
- Scrape, crawl, mirror, or systematically extract data from the Service, or use it to build a competing product or a data set.
- Reverse engineer, decompile, or attempt to derive source code from the app, except where that restriction is prohibited by law.
- Probe, scan, or test the security of the Service, or circumvent any authentication, rate limit, or access control.

- Upload malware, or use the Service to distribute spam or phishing content.
- Violate any applicable law, or these Terms, or help anyone else do either.

9. Your content

"Your Content" means anything you post or upload to the Service: chat messages, reactions, polls, team names, league names, display names, avatars, and support attachments.

You keep ownership of Your Content. You grant us a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, display, adapt, and distribute Your Content solely to operate, maintain, and improve the Service — for example, showing your chat message to your league-mates, displaying your avatar on your profile, or including your team name in a league's history. This license ends when you delete the content or your account, except for copies retained in backups as described in the Privacy Policy, and except for content your league-mates have already received.

You are responsible for Your Content, and you represent that you have the rights necessary to post it and that it does not violate Section 8.

We do not pre-screen content, and we are not obligated to monitor it. We may remove content and suspend accounts at our discretion where we believe these Terms have been violated, but we have no obligation to remove any particular content, and we are not responsible for content posted by other users.

10. Feedback

If you send us suggestions, feature requests, or bug reports — through the in-app support form or otherwise — you grant us an unrestricted, perpetual, royalty-free right to use them without obligation or compensation to you. We are glad to receive them, and we would rather not have to negotiate over an idea before we can act on it.

11. Our intellectual property

The Service, including its software, design, graphics, text, the FantasyX name and logo, and the weekly re-draft and graveyard mechanics as expressed in the app, is owned by us or our licensors and is protected by intellectual property law. We grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the Service for its intended purpose. All rights not expressly granted are reserved.

12. Sports data and third-party content

Player statistics, projections, schedules, game odds, injury reports, and news shown in the Service are licensed from third-party sports data providers, or served by third parties such as our GIF provider. We do not control this content, we do not warrant that it is accurate, complete, or timely, and we are not liable for decisions you make in reliance on it. Statistics may be corrected retroactively by the provider, which can change a matchup result after it appeared final.

FantasyX is not affiliated with, endorsed by, or sponsored by the National Football League, any NFL club, the NFL Players Association, or any player. Team names, player names, and league marks are the property of their respective owners and are used for identification purposes only.

13. Beta and early access

Parts of the Service may be offered as beta, preview, or early access. Beta features are provided as-is for testing, may be unstable or incomplete, may be changed or withdrawn without notice, and may result in the loss of leagues, teams, or gameplay data. Do not rely on a beta feature for anything you would be upset to lose. We may ask beta participants for feedback, which is covered by Section 10.

14. Third-party services and app stores

The Service depends on third parties — Apple and Google for sign-in, push notifications, and app distribution, and the providers listed in the Privacy Policy for hosting, analytics, and email. Your use of those services is governed by their own terms.

If you downloaded the app from the Apple App Store, the following also applies, as Apple requires:

- These Terms are between you and FantasyX only, not Apple. Apple is not responsible for the app or its content.
- Apple has no obligation to provide maintenance or support for the app.
- If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any). To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the app.
- Apple is not responsible for addressing any claim by you or a third party relating to the app, including product liability claims, claims that the app fails to conform to a legal requirement, and claims arising under consumer protection or privacy law.
- If a third party claims the app infringes their intellectual property rights, FantasyX, not Apple, is solely responsible for the investigation, defense, settlement, and discharge of that claim.
- You represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

15. Privacy

Our Privacy Policy explains what we collect, how we use it, what your league-mates can see, and the choices available to you — including the analytics consent card shown on first use, the public profile setting, marketing email preferences, data access requests, and account deletion. By using the Service you agree to the practices it describes.

16. Suspension and termination

You may stop using the Service at any time and may delete your account from Settings ► Account ► Delete Account.

We may suspend or terminate your account, remove you from a league, or restrict your access to the Service, with or without notice, if we believe in good faith that you have violated these Terms, that your conduct exposes us or another user to legal risk or harm, or that your account has been compromised. Where the circumstances allow, we will tell you why and give you a chance to respond.

We may also discontinue the Service, or any league, feature, or season, in whole or in part. If we discontinue the Service entirely we will give reasonable advance notice where we can.

Sections 5, 9 (as to the license granted), 10, 11, 12, and 17 through 23 survive termination.

17. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Service will be uninterrupted, secure, or error-free; that drafts, waivers, or scoring will run on schedule or without defect; that sports data will be accurate; or that any defect will be corrected. Some jurisdictions do not allow the exclusion of certain warranties, so parts of this section may not apply to you.

18. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FANTASYX AND ITS OFFICERS, EMPLOYEES, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, LEAGUES, TEAMS, OR GAMEPLAY RECORDS, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE MONTHS BEFORE THE CLAIM AROSE, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages, so these limits may not fully apply to you. Nothing in these Terms limits liability that cannot be limited by law.

19. Indemnification

You agree to indemnify and hold harmless FantasyX and its officers, employees, and agents from any claim, demand, loss, or expense (including reasonable attorneys' fees) arising out of your use of the Service, Your Content, your violation of these Terms, your violation of any law, or your violation of the rights of another person. We may assume the exclusive defense of any matter subject to indemnification by you, in which case you agree to cooperate with us.

20. Resolving disputes

20.1 Talk to us first

Most problems can be sorted out quickly, and we would rather fix something than litigate it. Before filing any lawsuit, you agree to first send a written notice describing the dispute and the relief you want to help@fantasyx.net, or to FantasyX, Inc., 110 E 35th St, New York, NY 10016. We will do the same before filing against you, using the contact information on your account.

Both parties agree to try in good faith to resolve the dispute for 30 days after that notice is received. Neither party may file suit before the 30 days have passed. This waiting period does not apply to a request for emergency injunctive relief, or to a claim brought in small claims court.

20.2 Small claims

Either party may bring an individual claim in small claims court if it qualifies, instead of following the process above.

21. Governing law and venue

These Terms are governed by the laws of the State of New York, without regard to its conflict of laws rules. Any lawsuit arising out of or relating to these Terms or the Service must be brought exclusively in the state or federal courts located in New York County, New York, and you consent to the personal jurisdiction of those courts.

If you are a consumer residing outside New York, this section does not deprive you of the protection of any mandatory consumer protection law of the state where you live.

22. Changes to these Terms

We may update these Terms. When we do, we will revise the "Last updated" date above and, for material changes, give notice through the app or by email to the address on your account before the change takes effect. Material changes will not apply retroactively to a dispute that arose before they took effect.

Your continued use of the Service after the effective date of a change means you accept the updated Terms. If you do not accept them, stop using the Service and delete your account.

23. General

- Entire agreement. These Terms and the Privacy Policy are the entire agreement between you and FantasyX about the Service, and replace any earlier agreement on the subject.
- Severability. If any provision is found unenforceable, it will be limited or removed to the minimum extent necessary and the rest of the Terms will remain in effect.
- No waiver. Our failure to enforce a provision is not a waiver of our right to enforce it later.
- Assignment. You may not assign these Terms. We may assign them in connection with a merger, acquisition, or sale of assets, on notice to you.
- No third-party beneficiaries, except Apple as described in Section 14.
- Force majeure. Neither party is liable for a failure to perform caused by events beyond its reasonable control.
- Notices. We may give you notice through the app, or by email to the address on your account. You can reach us at help@fantasyx.net.
- Relationship. These Terms do not create a partnership, joint venture, agency, or employment relationship between you and us.

24. Contact

Questions about these Terms:

- Email: help@fantasyx.net, or the in-app support form
- Postal: FantasyX, Inc., 110 E 35th St, New York, NY 10016