

## Terms & Conditions for Use of DRFai

**Effective Date:** [July 10, 2025]

Welcome to DRFai, an AI-powered chatbot developed by **Sports Information Group, LLC d/b/a Daily Racing Form** (“DRF,” “we,” or “us”), designed to assist users in exploring and understanding horse racing through intuitive interaction. By accessing or using DRFai, you agree to these Terms and Conditions (“Terms”). If you do not agree, do not use DRFai.

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### 1. Purpose of DRFai

DRFai is an AI assistant for **informational, entertainment, and educational purposes only**. It is not a substitute for professional gambling advice, and DRF makes no guarantees regarding betting outcomes. Use of DRFai does not establish a fiduciary or advisory relationship.

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### 2. Beta Disclaimer

DRFai is offered in **beta** and may contain bugs, limitations, or unexpected behaviors. Features, responses, and performance are subject to change without notice. DRFai may be suspended or discontinued at DRF’s sole discretion.

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### 3. Data Sources

Responses generated by DRFai are powered by:

- Proprietary **DRF data** (e.g., past performances, speed figures, results).
- **Human-generated editorial content** and expert handicapping.
- **AI-generated content** based on predictive models and natural language synthesis.

DRF strives for accuracy but does not guarantee that DRFai’s responses are current, complete, or error-free. **Users are responsible for verifying any information or recommendations before relying on them.**

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### 4. Predictive and Advisory Disclaimer

Insights from DRFai are **probabilistic** and should not be construed as betting advice. Past performance does not predict future results. All wagering decisions are solely your responsibility. DRF disclaims any liability for financial losses.

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## 5. User Input and Interaction Data

We may log and analyze interactions with DRFai to improve quality, personalization, and user experience. Data is anonymized, and no personally identifiable information is stored or shared without consent. By using DRFai, you agree to this data usage.

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## 6. Age & Legal Use Requirements

You must be at least **18 years old** (or the legal gambling age in your jurisdiction) to use DRFai. You agree to use DRFai in accordance with all applicable laws and regulations.

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## 7. Intellectual Property

All content from or related to DRFai—including data, code, trademarks, branding, responses, and UI elements—is the property of DRF or its licensors. You may not reproduce, distribute, modify, or create derivative works without written consent.

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## 8. Limitation of Liability

DRFai is provided “**as is**” without warranties. DRF disclaims all liability for damages arising from use or inability to use DRFai, including but not limited to:

- Direct or indirect financial loss;
- Errors, inaccuracies, or omissions in output;
- Misinterpretation of data or advice;
- Betting outcomes based on AI recommendations;
- Damages for loss of goodwill or other intangible losses.

Each user releases and discharges DRF and its affiliates, officers, directors, contractors, and agents from any and all liability in connection with DRFai

To the fullest extent allowed by law, DRF disclaims all warranties and will not be liable for any incidental, consequential, or punitive damages.

To the fullest extent permitted by law, you will defend, indemnify, and hold DRF 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 or related to your use of DRFai or any violation of these Terms.

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## 9. Rate Limiting and Throttling

DRF reserves the right to **rate-limit, throttle, or restrict** usage of DRFai at any time, including for maintenance, misuse, abuse, or high-demand traffic events, without prior notice.

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## 10. Third-Party Links and Affiliate Content

DRFai may include links to third-party websites, sportsbooks, or partners, including affiliate promotions. DRF **is not responsible** for the content, terms, or actions of those third parties. Users engage with such links at their own discretion and risk.

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## 11. Termination

You are free to stop using DRFai at any time. We reserve the right to suspend or terminate your access to DRFai at any time for violations of these Terms, for system maintenance, or at DRF's discretion. Our failure to enforce a provision is not a waiver of our right to do so later.

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## 12. Changes to Terms

DRF may modify these Terms at any time. Continued use of DRFai after changes constitutes your acceptance of the updated Terms.

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## 13. Prohibited Uses

To protect the integrity of DRFai and our data, users may not:

- Use DRFai for any unlawful, harmful, fraudulent, or misleading activity.
- Infringe upon or violate any intellectual property, privacy, or legal rights of others.
- Upload, input, or generate content that is obscene, hateful, threatening, or violent.
- Attempt to reverse engineer, decompile, or extract underlying models or data.
- Harvest, scrape, or use automated tools to collect DRFai outputs for commercial gain.
- Disseminate betting content intended to mislead, defraud, or manipulate.
- Misrepresent your identity, affiliation, or intent.
- Use DRFai to train or develop competing AI, ML, or data products.
- Interfere with the performance, availability, or security of the DRFai platform.

Violations may result in termination of access and possible legal consequences.

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#### **14. Microsoft Azure OpenAI Service Terms**

DRFai is powered in part by Microsoft-hosted OpenAI services. Use is subject to:

- [Azure AI Privacy Terms](#)
  - [Microsoft AI Code of Conduct](#)
  - [Microsoft Data Services Agreement](#)
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#### **15. Class Action and Jury Trial Waivers**

You and DRF agree that disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available.

**16. Governing Law.** These Terms and all claims and disputes arising under or relating to these Terms shall be governed by the laws of Nevada without regard to conflict of law principles. In the event any action is filed arising or concerning these Terms & Conditions and/or DRFai, the appropriate forum for such action shall be solely in Las Vegas, Nevada.

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#### **17. Entire Agreement and Severability.**

These Terms, together with any amendments and any additional written agreements you may enter into with us in connection with DRFai, will constitute the entire agreement between you and us concerning DRFai. 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 DRFai. 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.

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#### **18. Contact Us**

For questions regarding these Terms or DRFai, please contact:

[cservice2@drf.com](mailto:cservice2@drf.com) or visit [drf.com/help](https://drf.com/help)