

# Casino World

## Terms and Conditions of Use

Updated June 1, 2019

The Terms and Conditions of Use ("Terms") govern each user's ("you," "your," or "user") access to and use of CasinoWorld.com and the services and features we offer on or in connection with it, including mobile applications, (the "Website"). The Website is provided by FlowPlay, Inc. dba Casino World, and its affiliates and subsidiaries (collectively referred to herein as "Casino World," "we," "us," or "our").

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

These Terms, together with our [Privacy Policy](#) and all other terms and conditions incorporated into these Terms by reference (together, the "User Agreement") form a legally binding contract between you and us. Please read it carefully as it contains important information about our Website and your permitted use of it. We reserve the right to change this User Agreement on a going-forward basis at any time upon 7 days' notice. Please check this User Agreement periodically for changes.

**Arbitration NOTICE.** Except for certain kinds of disputes described in Section 15, you agree that disputes arising under this User Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS USER AGREEMENT, YOU AND CASINO WORLD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 15.)

By using this Website, you represent and warrant to us that you are an Adult. "Adult" means that (a) you are at least 18 years old; and (b) you have reached the age of legal majority in the country, state, province or locality ("Jurisdiction") in which you reside. You also represent and warrant that you are permitted under the applicable rules, regulations, statutes, agency or court decisions or other acts of government ("Laws") to access this Website and the Content, and that you have not previously been removed or banned from the Website.

**PLEASE NOTE: YOUR ACCESS TO AND/OR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS USER AGREEMENT, THEN YOU MAY NOT USE THIS WEBSITE.**

YOUR REGISTRATION FOR A USER ACCOUNT, DISCUSSED IN SECTION 3 BELOW, CONSTITUTES YOUR AGREEMENT TO OUR COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION PURSUANT TO OUR PRIVACY & COOKIES POLICY. PLEASE READ THE PRIVACY & COOKIES POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT OUR COLLECTION, USE, STORAGE, DISCLOSURE, AND TRANSFER OF YOUR INFORMATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF OUR PRIVACY & COOKIES POLICY, THEN YOU MAY NOT REGISTER FOR A USER ACCOUNT.

## 1. The Website

The Website is a virtual world in which you can access and play many different single or multi-user casino-style computer games ("Games") for free, interact with other players in gaming and non-gaming virtual locations, win virtual Currency (as defined below), and acquire virtual items such as charms for use in-game. We may also offer contests or sweepstakes ("Promotions") via the Website, which will be subject to additional terms and conditions to which you must agree before entering ("Promotions Rules"). Those Promotions Rules are considered part of this User Agreement and therefore part of the binding legal agreement between you and us. Please read any Promotions Rules carefully before you enter one or more Promotions.

## 2. Website Intellectual Property

(a) Rights Grant to You. We grant you a limited, revocable, non-transferable right (subject to this User Agreement) to: (i) access, via the internet, file servers owned or operated by Casino World comprising the Website and exchange data with the Website solely for your own personal entertainment; (ii) play the Games available from the Website all solely for Your own personal entertainment; and (iii) access and use content, information or materials on the Site or relating to Casino World and its products and services owned or licensed by us (collectively, the "Casino World Content"), and similar items from our business partners and other third parties (collectively, the "Third-Party Content") available on the Website in accordance with this User Agreement. The Casino World and Third-Party Content may be in the form of text, data, images, graphics, Games, button icons, registered and unregistered trademarks, music, sounds, videos, software, or other forms and formats of content now known or later invented. Casino World Content, Third-Party Content and User Content (as defined below) are collectively referred to as "Content."

(b) Ownership. All Casino World Content and Third-Party Content are protected by copyright Laws, Trademark Laws or other intellectual property Laws and all such Content is owned or used with permission by Casino World. In addition, the Trademarks displayed on this Website are owned by Casino World and third parties, and this Website's trade dress is owned by Casino World. All Trademarks not owned by Casino World are the property of their respective owners, and are used by Casino World with permission. Nothing contained on the Website is intended or will be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark, Casino World or Third-Party Content, except as specifically set forth in this User Agreement or otherwise with the express written permission of Casino World or the third party rights holder.

(c) Restrictions on Use. Except as set forth in this User Agreement or in the text of this Website, you may not reproduce, distribute, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, or otherwise use or exploit Casino World, Third-Party or User Content that is not your User Content. You may not interfere with or circumvent any feature of the Website, including any security or access control mechanism. If you are prohibited under applicable law from using the Website, you may not use it.

### 3. User Accounts and Registration

(a) Guest Accounts. You may play any Games and access and use a limited set of features of the Website (including certain Content) without creating a user account ("Account"); instead, you will automatically be assigned a temporary guest user name that will be yours for a single session of use on the Website. If you access the Website as a guest, you will still be required to select an on-screen character to represent you in Casino World ("Avatar") but you will not be required to provide any Personal Information in order to access certain features on the Website. For the purposes of this User Agreement "Personal Information" is defined as a user's name, email address, physical address, telephone number, any payment card or financial information and any other information that by itself or in connection with other information we collect and store is capable of identifying a natural human person. After you leave the Website, information associated with your guest account will be saved. However, no information, including any Currency, Game levels achieved or Content accessed or used, will be saved under this guest account if you do not consent to the placement of Cookies on your device(s).

(b) User Accounts. To create a user Account, you must:

i. Follow any on-screen instructions to download any software, if any is necessary, which permits you to set up an Account on the Website;

ii. Select an Avatar and a unique user name;

iii. Provide an email address. Please note that your email address will not be visible to any other users;

iv. Select an Account password ("Password") which, in addition to your email address, will constitute your logon credentials for your Account; and

v. For VIP Accounts, select the VIP Account level, select your payment method and provide the requested payment information (remember, our collection and use of your Personal Information is governed by our Privacy & Cookies Policy). Your VIP Account will be activated, and all applicable features of the Website available, when we receive and process your valid payment. Please also review Section 5 below for additional terms about paid memberships.

(c) Additional Terms and Restrictions.

i. You may make changes to your Account information, including privacy settings, via the "User Settings" function. You are responsible for maintaining the accuracy of all Account information.

ii. You may establish only one Account per e-mail address and, as a reminder, the Website is available only to individual, natural persons who are Adults.

iii. You may choose any unique user name you wish; however, we may reject any user names for any reason, including user names that we believe violate our User Content and Community Rules, set forth below.

iv. You are responsible for maintaining the confidentiality of your Password. You may not allow anyone to use your logon credentials to access the Website or your Account. You are solely responsible and liable for all activities conducted through your Account regardless who conducts them and for any damage that may result from the use of your Account or logon credentials.

#### 4. Casino World "Currency" and Virtual Items

(a) Currency. The Website includes a component of in-world fictional currency ("Currency" or "Coins" or "Gems"), which has no monetary or financial value outside of the Website. Currency may be used to obtain certain virtual items available in Casino World, such as avatars, buildings, and power-up charms ("Virtual Items"). The Currency and Virtual Items are Casino World Content which we distribute via the Website in our sole discretion and to which you are granted a limited, non-transferable, non-sublicensable, revocable, license to use in accordance with this User Agreement. The Website may include an opportunity for you to obtain Currency by completing actions or activities or downloading third-party applications ("Free Gem Offers"). Free Gem Offers may be subject to a separate third-party license or agreement. You obtain no property interest in Currency or Virtual Items. Any Currency balance shown in your account does not constitute a real-world balance or reflect any stored value, but rather constitutes a measurement of the extent of the license granted to you by us. Casino World may charge fees for the right to obtain Currency or Virtual Items, or may distribute Currency or Virtual Items without charge, in its sole discretion. While we may use terms like "buy", "purchase" in reference to Currency, we do so only for convenience and such terms in no way indicate that Currency has monetary value or is real money. Currency and Virtual Items are not redeemable for any sum of money or monetary value from Casino World at any time and does not constitute contractually binding consideration or payment of any kind, including in exchange for your agreement to the User Agreement or your Game play. You agree that Casino World has the absolute right to manage, regulate, control, modify and/or eliminate such Currency as it sees fit in its sole discretion, in any general or specific case, and that Casino World will have no liability to you based on its exercise of such right. In addition, we have no liability for hacking or loss of Currency and Virtual Items, and we have no obligation to reimburse you for any Currency and Virtual Items that are lost due to your violation of this User Agreement.

(b) Transfer of Currency and Virtual Items. Currency and Virtual Items may be transferred to other users solely as described on the Website and subject to this User Agreement. Because Currency has no monetary value, you may not transfer, sell, purchase, auction, offer or resell Currency or Virtual Items in any manner, including, without limitation, by means of any direct sale, auction service, or other means, outside of the tools provided by Casino World developed for these transactions, if any.

(c) Automatic Termination of Currency. Currency must be used by you within one (1) year of the date of acquisition. If you do not use your Currency to acquire Virtual Items within one (1) year of the date of acquisition, and you still have an active Account, we may (but are not required to) offer you the chance to convert any unused Currency into Virtual Items, or we may convert unused Currency into Virtual Items for you as determined by Casino World in its sole discretion.

(d) Forfeiting Currency and Virtual Items. All Currency and Virtual Items may be forfeited if (i) your Account or access to the Website is terminated or suspended for any reason, in Casino World's sole and absolute discretion; (ii) if Casino World discontinues availability of the Website or (iii) if you fail to login to Casino World for any ninety (90) day period.

(e) Erroneous Credits. You may be granted Currency through mechanisms created by Casino World. Casino World reserves the right to remove Currency from your Account if it determines that said grants of Currency were inaccurately awarded or for any other reasons it deems necessary. Casino World also assumes no responsibility for any malfunction of the Website, which might result in the loss of Currency.

(f) Discontinuing Operations. Should Casino World find it necessary to discontinue operations and/or take down the Website, it is under no obligation to offer any type of compensation for Currency or other Virtual Items that have been acquired through the Website.

Currency and Virtual Items are Casino World Content to which users receive a limited license right in Casino World's discretion. Currency and Virtual Items ARE NOT redeemable for money or any other form of value or consideration from Casino World. We reserve the right to suspend or terminate the account of any user who sells or transfers Currency or Virtual Items in violation of this User Agreement.

## 5. Online Shopping and Additional Payment Terms

(a) General Payment Terms. Certain features of the Website may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars. Casino World uses Adyen in order to process payments. Your payment information is stored by Adyen, not Casino World, and Casino World is not responsible for any fees associated with your use of Adyen other than as set forth in this User Agreement.

(b) Price. Casino World reserves the right to determine pricing for the Website. Casino World will make reasonable efforts to keep pricing information published on the Website up to date. We encourage you to check our website periodically for current pricing information. Casino World may change the fees for any feature of the Website, including additional fees or charges, if Casino World gives you advance notice of changes before they apply. Casino World, at its sole discretion, may make promotional offers with different features and different pricing to any of Casino World's customers. These promotional offers, unless made to you, will not apply to your offer or this User Agreement.

(c) Authorization. You authorize Casino World to charge all sums for the orders that you make or select as described in this User Agreement or published by Casino World, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, Casino World may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

(d) Subscriptions. The Website may include automatically recurring payments for periodic charges (“Subscription”). If you activate a Subscription, then the following terms apply:

i. Automatically Renewable Subscriptions. BY PURCHASING A MONTHLY SUBSCRIPTION, YOU AGREE THAT, ONCE YOUR SUBSCRIPTION EXPIRES, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE MONTHLY PERIODS, UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION.

ii. Cancellation. YOU MAY CANCEL YOUR SUBSCRIPTION AT LEAST 24 HOURS PRIOR TO THE NEXT DATE OF SUBSCRIPTION RENEWAL, AFTER WHICH CASINO WORLD WILL NOT RENEW YOUR SUBSCRIPTION. SUBSCRIPTION PAYMENTS ARE NON-REFUNDABLE. YOU MAY CANCEL YOUR SUBSCRIPTION BY CLICKING THE “CANCEL BILLING” BUTTON IN YOUR USER SETTINGS WHICH WILL SEND YOU AN EMAIL WITH A LINK TO CONFIRM YOU CANCELLATION. YOU MAY ALSO CANCEL YOUR SUBSCRIPTION BY CONTACTING US AT SUPPORT@CASINOWORLD.COM OR BY CALLING OUR TOLL FREE NUMBER 877-FLOWPLA.

iii. Recurring Charges. YOU AUTHORIZE CASINO WORLD TO CHARGE THE PAYMENT METHOD THAT OUR PAYMENT PROCESSOR HAS ON FILE FOR YOU TO PAY FOR ANY RENEWAL SUBSCRIPTION. YOU WILL BE BILLED FOR THE SAME SUBSCRIPTION PLAN (OR THE MOST SIMILAR SUBSCRIPTION PLAN, IF YOUR PRIOR PLAN IS NO LONGER AVAILABLE) AT THE THEN-CURRENT MONTHLY SUBSCRIPTION PRICE PLUS ANY APPLICABLE TAXES. WE WILL PROCESS YOUR PAYMENTS FOR ANY RENEWAL SUBSCRIPTION USING THE SAME BILLING CYCLE AS YOUR CURRENT SUBSCRIPTION. IN OTHER WORDS, IF WE PROCESS YOUR PAYMENT FOR YOUR CURRENT SUBSCRIPTION ON THE 20TH OF EACH MONTH, THEN WE WILL CONTINUE TO PROCESS YOUR PAYMENT ON THAT DAY FOR ANY RENEWAL SUBSCRIPTION. ADDITIONAL TERMS AND CONDITIONS MAY APPLY UPON RENEWAL, AND SUBSCRIPTION FEES MAY CHANGE AT ANY TIME, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

(e) Delinquent Accounts. Casino World may suspend or terminate access to the Website, including fee-based portions of the Website, for any account for which any amount is due but unpaid. In addition to the amount due to Casino World, a delinquent account will be charged with

fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

(f) Refunds. If you are unhappy with your purchase, we may, at our sole discretion, refund your payment if you have not used any portion of the features that you purchased. However, Subscriptions and memberships are always non-refundable.(g) Additional Terms. Please remember that you must be an Adult to access and use this Website, which includes buying any products, services or VIP Accounts. We may, but are not required to, issue refunds for any goods, services or Accounts bought by an individual who is not an Adult. In addition:

i. We may include additional terms with your purchase, which we will be displayed to you at or near the point of purchase ("Sales Terms"). Any Sales Terms are incorporated into this User Agreement by reference and constitute part of the agreement between us.

ii. Please note that we make every effort to display as accurately as possible any products and services we offer for sale. However, the colors, dimensions, and details that you see on your computer monitor may vary depending on your equipment, so we cannot guarantee that your equipment will accurately display the details of our products and services.

iii. At any time and in our sole discretion, we may add new products and services for additional fees and charges, or amend fees and charges for existing services if we give you advance notice of changes before they apply.

iv. Accounts may be cancelled by you at any time by sending an email requesting cancellation to support@casinoworld.com. We will cancel your Account within 24 hours of our receipt of your request, at which time you will no longer be able to use certain features of the Website, but if you have a VIP Account and have paid for a period in advance (i.e. a monthly subscription fee) you will be allowed to use the remaining time according to this User Agreement unless your Account or this User Agreement or the Website is suspended or terminated in accordance with this User Agreement. Account cancellation is permanent.

v. Casino World has the right at any time for any reason or no reason to suspend or terminate your Account, terminate this User Agreement, and/or refuse any and all current or future use of the Website without notice or liability to you. If we suspend or terminate your Account or this User Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees, any content or data associated with your Account, or for anything else.

## 6. User Content and Community Rules

Your use of this Website is also subject to the terms, conditions and restrictions set forth in this Section.

### (a) Warranty Disclaimer; Our Rights to Remove

i. We may offer certain features on the Website, such as in-game chat rooms, bulletin boards or similar multi-user communication features, that allow you and other users to upload, post

or otherwise submit or transmit Content via the Website (all such Content, "User Content"). Please note that, unless otherwise indicated by us, we are not required to monitor, filter, censor, edit, or regulate User Content (although we may do so, in our sole discretion). We do not endorse, warrant the accuracy or reliability of, or assume any liability in connection with any User Content.

ii. We may, at any time and in our sole discretion, permanently or temporarily delete, remove, or modify any User Content, including any User Content that we determine violates this User Agreement.

(b) Your License to Us. If you transmit any User Content to or via the Website (including, without limitation, in any chat rooms), you grant us a non-exclusive, unrestricted, fully-paid, royalty-free, worldwide, perpetual, irrevocable, and fully transferable, assignable and sublicensable right and license to copy, reproduce, distribute, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, and otherwise use or exploit your User Content throughout the world in any and all media for any purpose. Please note that this license to your User Content does not include a license to your Personal Information.

(c) Submissions to Casino World. We like to hear from you. However, if you email, fax or contact us, we will consider any information or materials included in such submissions as User Content and subject to the terms, conditions and restrictions set forth for User Content transmitted via the Website, even if the User Content contains ideas for improvements to the Website, system designs, plans, techniques or similar User Content. In particular, please note that unless Casino World specifically requests them, Casino World does not solicit or wish to receive any User Content containing confidential, secret or proprietary information and we do not accept or consider any ideas or suggestions relating to products, services, marketing plans, or any other matters. Also, our receipt of User Content is not an admission by Casino World of its novelty, priority, or originality, and it does not impair Casino World's right to contest existing or future intellectual property rights relating to User Content.

(d) Your User Content Warranty. You represent and warrant to us that you own or otherwise possess all necessary rights to all User Content you transmit to the Website or to us.

(e) Use and Content Restrictions. You agree that you will not use the Website or transmit User Content to or for:

- i. Any commercial or income-seeking purpose, or for any purpose other than your personal entertainment;
- ii. The transfer, sale, purchase or auction, or offers or acceptance of offer therefor, of any Content, including (without limitation) Avatars, character attributes, Virtual Items, Currency, objects, or encourage or induce any other user to participate in such a prohibited transaction outside of the tools provided by Casino World developed for these transactions, if any;



- iii. Transmit any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of commercial or political solicitation, except in those areas of the Website that we may expressly designate for such purposes;
- iv. Violate any Laws, including Laws applicable to online gaming, and including posting User Content that infringes any other person or entity's intellectual property rights, such as copyrights and trademark rights;
- v. Post, transmit or submit User Content that is obscene, defamatory, violent (or inciting others to violence), racist, pornographic, vulgar, offensive, profane, threatening, abusive, that violates any applicable domestic or international Laws or that constitutes hate speech, or that encourages or instructs users as to how to commit any of the foregoing. This includes, but is not limited to, providing instructions on how to assemble bombs and any other weapons, and creating "crush" websites;
- vi. Monitor, gather, obtain, use, access or copy the Website and any Content (whether yours, ours or a third-party's) by using any robot, "bot", spider, crawler, spyware, engine, device, software, extraction tool, or any other automatic or manual process of any kind. Content includes lists of users and their Personal Information;
- vii. Transmit any User Content that contains software viruses, worms, disabling code, worms, time bombs, "clear GIFs", cancelbots, or other computer programming, code or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept, or expropriate any data, information, packets, or Personal Information, or interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications or other equipment;
- viii. Frame or utilize framing techniques to enclose any Content on the Website (including, without limitation, any images, text, or page layout);
- ix. Use any meta tags or any other "hidden text" utilizing any trademarks, logos, taglines, trade names or similar terms ("Trademarks");
- x. Use the Website or the services or features made available on the Website in any manner with the intent to interrupt, damage, disable, overburden, or impair the Website or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
- xi. Reverse engineer, disassemble or decompile or otherwise attempt to derive code from any information accessible through the Website or permit any third party to do so;
- xii. Create or provide any other means through which the Website may be accessed and/or the Games may be played by others, as, for example, through server emulators, whether for profit or not;
- xiii. Engage in any conduct that results in an Account containing Virtual Items, Currency, Avatar or user attributes, rank, or status that are inappropriate for the level or rank of the

Avatar or Account, including without limitation to rewrite or modify the user interface or otherwise manipulate data in such a way as to use the Website to acquire, any of the foregoing without playing or performing in the Games or on the Website. This includes the use of macros or other stored rapid keystrokes, "dupes," "cheats" or other patterns of play that facilitate acquisition of any of the foregoing at an accelerated rate when compared with ordinary Game play;

xiv. Run or participate in raffles, lotteries, contests, sweepstakes, or chain letters or other pyramid schemes;

xv. Disguise the origin of any Content, including, without limitation, by forging headers;

xvi. Impersonate any person or entity, whether actual or fictitious, including, without limitation, a Casino World representative, or falsely state or otherwise misrepresent your affiliation or association with, sponsorship by, or connection to, any person or entity, including, without limitation, by using Trademarks that you do not have the legal right to use;

xvii. Modify, obscure, or eliminate the Casino World frame set, banner advertising, or any other content or information that originates from Casino World;

xviii. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

xix. Provide links to websites, networks, content, or resources that themselves violate the letter or spirit of this User Agreement, or promote the violation of this User Agreement or make available tools or information whose primary use constitutes a violation of the letter or spirit of this User Agreement; or

xx. Interfere with the operation or design of any elements that Casino World may add to users' pages or other personal features or areas of the Website, including, without limitation, toolbars, advertising banners, watermarks, logos, or other messages of any kind.

(f) Protecting Yourself. It is important to remember that User Content submitted to the Website, including any multi-user communication features, may be recorded and stored in multiple places, both on our Website and elsewhere on the Internet, which are likely to be accessible for a long time and to which you may not be able to control such access. If you elect to participate in Website feature that enables you to communicate with other users, some of your Account information and Content may be shared with other users. Because of the anonymity provided by usernames, you may not know at all times who you are interacting with on the Website. Please be careful and selective about the information that you disclose about yourself and others, and in particular, do not disclose any Personal Information in your messages, comments or posts to our public forums and community features.

(g) Additional Terms. You understand and agree that you may be exposed to other users' User Content with which you may disagree or that you may find offensive, indecent, or

objectionable, or that is inaccurate, misleading, or illegal. You expressly assume and agree to bear any and all risks associated with the use of or access to any such User Content and your exposure to it, including any reliance by you on the accuracy, integrity, usefulness, or completeness of such User Content. We do not warrant or guarantee that Content will not offend you.

(h) Contact Us. We encourage you to report to us, at [support@casinoworld.com](mailto:support@casinoworld.com), any suspected violations of this User Agreement or any other additional rules posted in connection with such activity or service, in particular as they relate to inappropriate behavior or activity in our chat services and other community features.

## 7. Investigations; Cooperation with Law Enforcement; Termination

You agree that we may, without any limitation whatsoever: (a) investigate any suspected breaches of the Website security or our information technology or other systems or networks, (b) investigate any suspected breaches of this User Agreement or violations of any additional terms, conditions and rules posted in connection with a particular service or feature on the Website, (c) involve and cooperate with law enforcement authorities in investigating any such matters, (d) prosecute violators of this User Agreement to the full extent of the Law, (e) delete or modify any Content on the site, including any User Content, Currency or Virtual Items you may have acquired or submitted through your use of this Website, and (f) discontinue this Website or terminate your access to it at any time, without notice, for any reason and without any obligation to you whatsoever.

## 8. Note to International Visitors

This Website and the servers that make this Website available are located in the United States of America. If you reside in another country, this User Agreement (or certain terms of it, including in the Privacy & Cookies Policy) may conflict with the laws of your country. Casino World makes no representation that this Website is appropriate or available for use beyond the United States of America. If you use this Website from other locations, you are responsible for compliance with applicable local laws. Although Casino World products and services are available in many parts of the world, this Website may describe products and services that are available only in the United States of America (or only parts of it) and are not available worldwide. In the event of such a conflict, this User Agreement will govern to the extent that it is valid and enforceable under applicable United States laws.

## 9. Disclaimers of Warranties

**YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND YOU AGREE TO ASSUME ALL SUCH RISK. THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (A) THIS WEBSITE WILL MEET YOUR REQUIREMENTS, (B) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) YOUR USE OF THE WEBSITE WILL ACHIEVE ANY PARTICULAR RESULT, OR (D) THE QUALITY OF ANY PRODUCTS,**

SERVICES, CONTENT, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY CONTENT) WILL COMPLY WITH ANY LAW OR MEET YOUR REQUIREMENTS. ANY CONTENT DOWNLOADED AND ANY CONTENT, PRODUCT, OR SERVICE OBTAINED THROUGH THE USE OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY CONTENT) IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA AND DAMAGE TO YOUR COMPUTER SYSTEM AND ANY OTHER ITEM THAT RESULTS FROM ANY SUCH ACTIVITY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CASINO WORLD OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY. THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THE WEBSITE TO YOU. SOME JURISDICTIONS MAY NOT PERMIT THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH, SO SOME OF THE DISCLAIMERS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

#### 10. Limitation of Liability

WE WILL NOT BE LIABLE, AND WE DISCLAIM ALL LIABILITY, IN CONNECTION WITH ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) ANY USE OR INABILITY TO USE THE WEBSITE OR ANY COMPONENT THEREOF; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY CONTENT GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR USER CONTENT; (D) STATEMENTS OR CONDUCT OF THE SERVICES OF ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY MODERATOR WHO IS NOT EMPLOYED BY CASINO WORLD); OR (E) ANY OTHER MATTER RELATING TO THE WEBSITE OR ANY USER CONTENT, USERS, THIRD PARTY CONTENT, OR THIRD PARTIES.

THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THE WEBSITE TO YOU.

SOME JURISDICTIONS MAY NOT PERMIT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH, SO SOME OF THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

#### 11. Links by You to the Website

We grant you a limited, non-exclusive, revocable right to create hyperlinks to this Website, so long as: (a) the links are only to the home page of this Website, (b) the links only incorporate text, and do not use any Casino World Content or other Content to which you do not have rights,

including any Trademarks, (c) the links and related content on your site do not suggest any affiliation with Casino World or cause confusion among consumers, (d) the links and related content on your site do not portray Casino World or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and (e) the links and related content on your site are not operated for any commercial purposes.

#### 12. Links on this Website to and from Other Sites

This Website may contain links to or from third-party sites ("Linked Sites"), including, without limitation, sites operated by advertisers, licensors, licensees, and promotional and business partners of Casino World. Casino World has no control over the content of Linked Sites, and Casino World does not assume any obligation to review any Linked Sites. Casino World does not endorse, approve, or sponsor any Linked Sites, or any content, advertising, information, materials, products, services, or other items on or available on or from them, and Casino World disclaims all liability in connection therewith. Any activities you engage in connection with a Linked Site is subject to the Privacy & Cookies Policy, conditions of use, and other terms imposed by the operator of the Linked Site and Casino World disclaims all liability in connection therewith.

#### 13. Banners, Advertisements, and Promotions

We may post banners, advertisements, promotions, and similar content throughout this Website. Any interactions, correspondence, and business dealings that you have with any advertisers and other third parties found on or through this Website (including via Linked Sites) are solely between you and the third party (including, without limitation, issues related to the content of third party advertisements, payments, delivery of goods, warranties, and the like). Casino World disclaims all liability in connection with therewith.

#### 14. Procedure for Alleging Copyright Infringement

Casino World will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Website, then send us a written notice that includes all of the following:

- (a) A legend or subject line that says: "DMCA Copyright Infringement Notice;"
- (b) Description of the copyrighted work that you claim has been infringed;
- (c) The URL of the Website and a description of where the material that you claim is infringing is located on the Website;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;

(f) A statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(g) Your electronic or physical signature.

Casino World will only receive DMCA notices by mail, e-mail, or facsimile at the addresses below:

By Mail: FlowPlay, Inc. dba Casino World, 1008 Western Ave #300, Seattle, WA 98104

Attention: Legal & Business Affairs

By E-Mail:

Casino World may elect to not respond to DMCA notices that do not comply with all of the foregoing requirements, and Casino World may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA. If you have additional questions you may telephone Casino World at 206-219-0537.

Repeat Infringers. Our intellectual property policy is to (i) remove or disable access to material that we believe in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Website; (ii) remove any content posted to the Website by “repeat infringers”; and (iii) promptly terminate the accounts of users who are determined to be “repeat infringers.” We currently consider a “repeat infringer” to be any user for whom we have received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to content submitted by such user. We have discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon our own determination.

## 15. Dispute Resolution and Arbitration

(a) Generally. In the interest of resolving disputes between you and Casino World in the most expedient and cost effective manner, and except as described in Section 15(b), you and Casino World agree that every dispute arising in connection with this User Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this User Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this User Agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CASINO WORLD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

(b) Exceptions. Despite the provisions of Section 15(a), nothing in this User Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

(c) Arbitrator. Any arbitration between you and Casino World will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this User Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Casino World. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

(d) Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Casino World’s address for Notice is: FlowPlay, Inc., 1008 Western Ave #300, Seattle, WA 98104. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Casino World may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Casino World must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Casino World in settlement of the dispute prior to the award, Casino World will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

(e) Fees. If you commence arbitration in accordance with this User Agreement, Casino World will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in King County, Washington, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Casino World for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees

or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(f) No Class Actions. YOU AND CASINO WORLD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Casino World agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(g) Modifications to this Arbitration Provision. If Casino World makes any future change to this arbitration provision, other than a change to Casino World's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Casino World's address for Notice of Arbitration, in which case your account with Casino World will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

(h) Enforceability. If Section 15(f) is found to be unenforceable or if the entirety of this Section 0 is found to be unenforceable, then the entirety of this Section 15 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 16(c) will govern any action arising out of or related to this User Agreement.

## 16. Additional Provisions

(a) Indemnity You agree to indemnify, defend, and hold harmless Casino World (which includes Casino World's affiliates and subsidiaries) and its officers, employees, agents, business partners, licensors, and licensees from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your use of this Website.

(b) Revisions to this Website and this User Agreement Casino World may, in its sole discretion, make changes to any aspect of this Website, including, without limitation, any Content, any activities available on this Website, and any products or services offered through this Website. Casino World may also, in its sole discretion, revise this User Agreement by updating or revising this document, with the revised terms taking effect after 7 days from the date of its posting, unless otherwise stated. Continued use of this Website following the effective date of any such changes constitutes your acceptance of those changes.

(c) Applicable Law; Disputes This User Agreement, and any and all disputes, issues, controversies or matters arising herefrom or related hereto or otherwise arising from or related to the Website, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Washington, without giving effect to its choice of law or conflict of law provisions. You agree that the state and federal courts sitting in Seattle, Washington shall be the exclusive forum and situs for the resolution of any and all disputes, issues, controversies or matters arising herefrom or related hereto or otherwise arising from or related to the Website, and that any such disputes,



issues, controversies or matters shall be resolved individually, without resort to any form of class action. You hereby consent to personal jurisdiction and venue in Seattle, Washington and service of process by certified mail. If any part of this Paragraph is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the User Agreement, and the remaining portions shall remain in full force and effect.

(d) Other

i. This User Agreement, accepted by your use of the Website and further affirmed by creating an Account or submitting Content to the Website, contains the entire agreement between you and Casino World regarding the use of the Website and supersedes all prior understandings related to the Website.

ii. By using this Website or by e-mailing us, you consent to receive communications from us electronically, provided such communications are otherwise in accordance with the User Agreement. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via the Website or otherwise, satisfy any legal requirement that such communications be in writing.

17. Contact Us.

The Website is offered by FlowPlay, Inc., located at 1008 Western Ave #300, Seattle, WA 98104. You may contact us by sending to that address or by emailing us at support@casinoworld.com.

18. Notice to California Residents.

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Website or to receive further information regarding use of the Website.

19. No Support.

We are under no obligation to provide support for the Website. In instances where we may offer support, the support will be subject to published policies.

20. Notice Regarding Apple.

This Section 19 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that this User Agreement are between you and FlowPlay, Inc. only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Website or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Website. If the Website fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent

permitted by applicable law, Apple has no other warranty obligation with respect to the Website. Apple is not responsible for addressing any claims by you or any third party relating to the Website or your possession and/or use of the Website, including: (a) product liability claims; (b) any claim that the Website fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Website and/or your possession and use of the Website infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Website. Apple and Apple's subsidiaries are third party beneficiaries of this User Agreement, and upon your acceptance of this User Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this User Agreement against you as a third party beneficiary of this User Agreement. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.]