

Vegas Coins Terms of Use

Version 1.2

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These Terms of Use create a legal agreement between you and us, which applies to your use of our Games and Platform on any electronic device.

- YOU MUST CAREFULLY READ THESE TERMS OF USE IN THEIR ENTIRETY BEFORE CONFIRMING YOUR ACCEPTANCE DURING REGISTRATION OF YOUR CUSTOMER ACCOUNT ON THE PLATFORM OR ACCESSING THE GAMES. THE DEFINITIONS SECTION OF THESE TERMS OF USE CAN BE FOUND AT THE END OF THESE TERMS OF USE.
- By confirming your acceptance of these Terms of Use during the Customer Account registration process, accessing the Games or creating a Customer Account on the Platform, you confirm that you have read, understood and agree to be bound by the legal agreement between you and us, consisting of:
 - (a) these Terms of Use;
 - (b) the incorporated [Privacy Policy](#) and [Responsible Social Play Policy](#); and
 - (c) any other specific terms relevant to your Participation, for instance terms applying to promotions we run (“**Special Terms**”), (together, the “**Customer Agreement**”).
- If you disagree with any provision of these Terms of Use, you may not register a Customer Account on the Platform and you must not play the Games.
- The Platform and our Games do not involve real money gambling. No real money is required to play the Games.
- Only players located in the United States (excluding Alabama, Connecticut, Delaware, Idaho, Kentucky, Louisiana, Michigan, Montana, Nevada, New York, Tennessee, Washington and any outlying U.S. territories) are permitted to register a Customer Account on the Platform.
- THESE TERMS OF USE PROVIDE THAT YOU WAIVE THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AGAINST US AND THAT YOU MUST PURSUE ANY PAST, CURRENT, AND/OR FUTURE CLAIMS BETWEEN YOU AND US VIA INDIVIDUAL ARBITRATION, UNLESS YOU OPT OUT OF THIS ARBITRATION AGREEMENT IN ACCORDANCE WITH CLAUSE 14 (DISPUTE RESOLUTION AND ARBITRATION AGREEMENT).

1. Your Participation on the Platform

1.1. You warrant and represent that:

- (a) you are at least 18+ years of age;
- (b) you are at least of the legal age of majority in the jurisdiction in which you usually reside;
- (c) you do not reside in an Excluded Territory;
- (d) you will not access or use the Platform or play the Games from an Excluded Territory;
- (e) your Participation is personal and recreational, and not on behalf of any third party;
- (f) all information that you provide to us is true, complete, correct, accurate and not misleading, and you will promptly notify us if there is any change to that information;
- (g) the funds that you use to purchase Gold Coins have not been derived from, or tainted by, illegal activity;
- (h) you will not purchase Gold Coins using a business or corporate Payment Method;

- (i) you will not be involved in any fraud, collusion or other illegal activity in connection with your Participation;
 - (j) each purchase of Gold Coins will be made using a Payment Method held in your name; and
 - (k) you will not attempt to, and must not, sell, or trade for value, any Goods, Gold Coins and/or Customer Account.
- 1.2. It is your responsibility to ensure that your Participation is lawful. Any person who breaches this clause 1 of these Terms of Use will be in material breach of these Terms of Use. You may also be committing fraud and could be subject to criminal prosecution.
- 1.3. Our personnel and each of their respective immediate family members and household members, are not eligible to Participate. The personnel of our contractors, suppliers and service providers are also not eligible to Participate.

2. Managing your Customer Account

Single Customer Account

- 2.1. You may only register one (1) Customer Account on the Platform, including any Dormant Account.
- 2.2. If you attempt to register, or register, more than one Customer Account on the Platform, we may suspend or close all or some of those Customer Accounts and take any of the steps set out in clause 12 of these Terms of Use.
- 2.3. You must promptly notify us in writing if you become aware that you have registered more than one (1) Customer Account on the Platform.
- 2.4. Prior to being granted access to play the Games with Gold Coins on the Platform, you will be required to verify the email address registered on your Customer Account.

Changes to your Customer Account

- 2.4. Before you can purchase Gold Coins on the Platform, you must complete verification of your personal details for your Customer Account, including verifying your name, age and residential address. You will be prompted to complete the verification of your personal details via our third-party KYC service provider and then we will use that information to register the name, address and date of birth on your Customer Account.
- 2.5. You must ensure that all your details and information recorded on your Customer Account are correct and up to date at all times. For the avoidance of doubt, the name registered on your Customer Account must at all times be identical to the name that is listed on your government issued identification.
- 2.6. If your residential address, email address, cell phone number or any other information that we hold about you changes, then you must promptly notify us via Customer Support so that we can update your Customer Account accordingly.

Responsibility for your Customer Account

- 2.7. You are required to choose your password as part of the Customer Account registration process, unless you register your Customer Account using the Facebook® login functionality, in which case you will be able to login to the Platform using your Facebook® password.
- 2.8. It is solely your responsibility to ensure that your password and any other login credentials for the Platform are safe and kept secure and are only accessible by you.
- 2.9. You must not share your Customer Account, password or other login credentials for the Platform with any other person or permit any person access to them, or do anything that could jeopardize the security of your Customer Account.
- 2.10. You are solely responsible for any access and use of your Customer Account and any activity on the Platform in connection with your Customer Account, including any

purchase and/or gameplay, and irrespective of whether you personally undertook such activity.

No Customer Account transfers

- 2.11. You must not sell or otherwise transfer any Gold Coins to any person, including from your Customer Account to another Customer Account.
- 2.12. You must not sell or otherwise transfer any Customer Account to any person.
- 2.13. You must not acquire any Customer Account or Gold Coin from any person except from us.
- 2.14. Without prejudice to any other rights and remedies available to us, any breach or attempted breach of this section entitled "No Customer Account transfers" shall be grounds for the immediate closure of your Customer Account.

Dormant Accounts

- 2.15. We reserve the right to close your Customer Account if it becomes a Dormant Account.
- 2.16. Any Gold Coins held in a Dormant Account will be forfeited when a Dormant Account is closed.

Closure of Customer Account

- 2.17. If you wish to close your Customer Account, please contact us via Customer Support.
- 2.18. When you close your Customer Account, you will lose access to and use of any Gold Coins held in your Customer Account.
- 2.19. If you have closed your Customer Account, you may be able to reopen your Customer Account again. If you wish to reopen your Customer Account, please contact us via Customer Support.

Our Right to close your Customer Account

- 2.20. You agree that we have the right to suspend and/or close any Customer Account at any time in our sole discretion.
- 2.21. You agree that we may refuse or deny the opening of any Customer Account in our sole discretion.
- 2.22. If we close and/or suspend your Customer Account for any of the reasons set out in clause 12 of these Terms of Use, then the consequences set out in clause 12 of these Terms of Use will apply.
- 2.23. If we close your Customer Account for any reason, then the license granted under clause 4 of these Terms of Use will be deemed to have been terminated (unless and until we reopen your Customer Account, in our sole discretion).

3. Customer Support

- 3.1. You can contact our Customer Support team via email at support@vegascoins.com
- 3.2. All email messages between you and us must be via your email account registered on your Customer Account.
- 3.3. You must include the following information in any email message sent to our Customer Support:
 - (a) Your username registered on your Customer Account;
 - (b) Your full name registered on your Customer Account;
 - (c) The reason for your enquiry or complaint; and
 - (d) Any relevant dates, times and supporting materials relating to your enquiry or complaint (if any).

- 3.4. If you fail to comply with the requirements of this clause 3, our responses to you may be delayed.
- 3.5. Our Customer Support team endeavor to investigate and respond to customer enquiries and complaints within 10 days of receipt.
- 3.6. In limited circumstances, where we require additional time to investigate and respond to your enquiry or complaint, we will inform you of this within 10 days of receipt of your enquiry or complaint.

4. License

- 4.1. Provided that you have accepted and comply with the Customer Agreement, we hereby grant you a non-exclusive, personal, revocable, non-transferrable, non-sublicensable license to access and use the Platform, including the Content and our Games, on an electronic device solely for the purpose of your personal entertainment when you are located in a jurisdiction that is not an Excluded Territory.
- 4.2. Any access or use of the Platform, Content or Games in breach of the License, will be a material breach of the Customer Agreement between you and us.
- 4.3. The Customer Agreement does not grant you any ownership rights over the Platform, including the Content, or our Games, or any right, title or interest in the Intellectual Property Rights in them.

5. The Games

Game rules

- 5.1. Each Game offered on the Platform has its own rules, which are accessible via the Platform. It is your responsibility to ensure that you have read, and are familiar with, the rules of each Game that you play on the Platform.
- 5.2. We reserve the right to declare Participation in a Game void, either partially or in full, if we determine, in our sole discretion, that there was an error, mistake or technical error on the pay-table, win-table, minimum or maximum stakes, odds or the Game software.
- 5.3. In the event of a discrepancy between the result showing on your electronic device on the one hand, and our or the relevant third-party Game provider's software on the other hand, then the result showing on our or the relevant third-party Game provider's software will prevail and be the governing result.

Gold Coins

- 5.4. You can only play the Games if you hold sufficient Gold Coins in your Customer Account required for such Participation.
- 5.5. We do not and will not extend credit to any person for the purpose of purchasing Gold Coins or otherwise.
- 5.6. Gold Coins may only be purchased using US dollars and it is your responsibility to ensure that the Payment Method that you use to purchase Gold Coins is capable of transacting in US dollars.
- 5.7. You are responsible for any foreign exchange, transaction or other fees and charges that you may incur in connection with any Gold Coin purchases.
- 5.8. When you purchase Gold Coins on the Platform, we will promptly draw the corresponding funds from your Payment Method selected by you to fund such purchase.
- 5.9. When you submit Gold Coins for game play, those Gold Coins will be instantly drawn from the Gold Coin balance held in your Customer Account and the wager made using those Gold Coins cannot thereafter be changed, withdrawn or cancelled.
- 5.10. We may limit the maximum and minimum amounts of Gold Coins that may be purchased on the Platform at any time and from time to time.

- 5.11. The purchase of Gold Coins on the Platform is the purchase of a license that permits you to Participate in the Games using Gold Coins.
- 5.12. The purchase of Gold Coins does not constitute a deposit of funds with us, which can then be withdrawn.
- 5.13. Any funds used to purchase Gold Coins on the Platform are not refundable and will not be refunded to you.
- 5.14. Gold Coins do not have any real money value, are not transferrable and cannot be redeemed for value or otherwise.

No refunds

- 5.15. Each purchase of Gold Coins is final and is not refundable, exchangeable, redeemable or transferrable.
- 5.16. You are responsible for, and must indemnify us in respect of all reversals, chargebacks, claims, fees, fines, penalties and any other damage and loss suffered and incurred by us that was caused or contributed to by payments that were authorized or accepted using your Customer Account (irrespective of whether they were actually authorized by you).

6. Promotions we run

- 6.1. All promotions that we run are governed by the Customer Agreement. **Coin Packages purchased with a promotional code CAN ONLY BE WAGERED ON SLOTS.** Playing table games, crash games or any other game other than slots is prohibited and will result in any winnings being voided, account closed and purchases will not be refunded.
- 6.2. Each promotion may also be subject to additional Special Terms specified in the relevant promotion.
- 6.3. To the extent of any inconsistency between these Terms of Use and any Special Terms, these Terms of Use shall prevail.
- 6.4. We reserve the right to withdraw and/or modify any promotion that we offer without notice at our sole discretion.
- 6.5. If we have reasonable grounds to believe that you have or will abuse any promotion that we offer to derive any advantage (including any bonus) for yourself and/or any third party, then we may cancel, withhold or refuse such advantage at our sole discretion.
Promotional abuse is considered fraud on Vegas Coins and purchases will not be refunded if fraud has been committed. **Promotional abuse includes (but is not limited) to the following:**
 - (a) Placing opposing wagers on games like Roulette and Baccarat
 - (b) Playing low volatility games to meet rollover with promotional coins
 - (c) Any betting strategy meant to take advantage of a promotion
- 6.6. You hereby grant us and our suppliers a perpetual, irrevocable, worldwide, royalty-free license to use for any purpose, without any further acknowledgement of you as the author or otherwise, any content that you post or publish as part of any promotion, contest or competition that we run.
- 6.7. If we mistakenly credit Gold Coins to your Customer Account, whether due to technical or human error, such Gold Coins will remain our property and will be deducted from the balance held in your Customer Account.
- 6.8. If you discover that Gold Coins have been mistakenly credited to your Customer Account, you must promptly notify us via Customer Support.

7. Verification checks

- 7.1. You acknowledge and agree that we are entitled to conduct any identification, credit and other verification checks that we deem necessary. These checks may be required under applicable law or for the prevention of financial crime.
- 7.2. You acknowledge and agree that as part of our verification checks, we may use third party service providers to undertake verification checks in respect of you, using the information that has been registered on your Customer Account and the verification documents you provide to us.

8. Prohibited conduct

Acceptable Use

- 8.1. You must not, and you must not permit any person to, directly or indirectly:
- (a) access any other person's Customer Account on the Platform other than your allocated Customer Account;
 - (b) upload or input to the Platform any content about a person without the person's consent or use the Platform to violate all or any legal rights of any person or company or other entity in any jurisdiction;
 - (c) use the Platform (including by any intentional access, creation, modification, transmission, distribution or storage of information, data or material) in breach of Applicable Data Privacy Laws;
 - (d) use the Platform or any part of it in connection with crimes such as theft and fraud;
 - (e) provide us with false, misleading, counterfeit, doctored or otherwise fraudulent documents or information;
 - (f) chargeback Gold Coin purchases actually made by you, or made using your Customer Account, on the Platform;
 - (g) use the Platform in breach of any applicable laws, including but not limited to, Applicable Data Privacy Laws, laws relating to the protection of copyright, trade secrets, patents or other intellectual property and laws relating to spam;
 - (h) use the Platform or any part of it to make unauthorized copies of copyrighted material including, but not limited to, the download or installation of any copyrighted software for which you do not have an active license;
 - (i) use the Platform or any part of it in connection with the provision of negligent or unlawful services;
 - (j) use the Platform or any part of it for any form of computer hacking or introduction of malicious programs into our or any of our service provider's networks, computers or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, broadcast attacks or any other flooding techniques) or to otherwise violate the security or integrity any of our or our service providers' networks, computers or communications systems or software applications;
 - (k) reveal your Customer Account password to others or allow the use of your Customer Account by others who are not authorized to do so including by attempting to probe, scan or test the vulnerability of a Customer Account or the Platform;
 - (l) use the Platform or any part of it to actively engage in conduct that would make a person feel offended, humiliated, harassed or intimidated or procuring or transmitting material that is in violation of sexual harassment or workplace conduct laws;
 - (m) use the Platform to offer or distribute fraudulent goods or services;
 - (n) use the Platform or any part of it to upload, store, display, transmit content that is invasive, defamatory, obscene including content that constitutes children pornography, relates to bestiality, or depicts non-consensual sexual acts of any kind;
 - (o) use the Platform to carry out security breaches or disruptions of network communication is strictly prohibited. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access or corrupting any data, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
 - (p) use the Platform or any part of it to execute any form of network monitoring or crawling which will intercept data not intended for you without permission;

- (q) attempt to, or circumvent user authentication or security of any of our hosts, networks or accounts or those of our customers or suppliers;
- (r) use the Platform or any part of it to interfere with or deny service to anyone;
- (s) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any persons' use of the Platform;
- (t) send unsolicited email messages through or to users of the Platform in breach of the CAN-SPAM Act;
- (u) use the Platform or any part of it to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages;
- (v) use the Platform or any part of it in breach of any person's privacy (such as by way of identity theft or "phishing");
- (w) attempt to, or gain unauthorized access to the Games or the Platform or any part of them;
- (x) attempt to, or alter, reverse engineer, or reverse-assemble the Games or the Platform or any part of them; and/or
- (y) engage in any cheating, collusion, or any form of illegal money transfer.

Unlawful Activity

- 8.2. Neither the Platform nor any part of it may be used for any unlawful, fraudulent, or prohibited transactions or conduct under applicable laws.
- 8.3. We actively monitor all transactions conducted via the Platform to prevent money laundering and financial crime.

Suspected prohibited activity

- 8.4. If we suspect that you are or have been involved in any fraudulent, unlawful, or improper activity in connection with the Platform or the Games, we may immediately suspend, close or otherwise restrict your Customer Account.
- 8.5. In such cases, we:
 - (a) have no obligation to reverse any Gold Coin purchases; and
 - (b) we may share information about you and any suspected unlawful, fraudulent, or prohibited transactions or conduct, with any relevant regulator and/or law enforcement authority.
- 8.6. You must cooperate with us and any relevant regulator and/or law enforcement authority in respect of any investigation into any suspected unlawful, fraudulent, or prohibited activity.

Reporting suspected prohibited activity

- 8.7. If you suspect that any person is or has participated in any unlawful, fraudulent or improper activity in connection with the Platform or the Games, you must promptly notify us via Customer Support.

9. Responsible social play

- 9.1. We deeply care about our community of players and take steps to actively support responsible social Game play in accordance with our [Responsible Social Play Policy](#).
- 9.2. You can, at any time, request to take a break, self-exclude (for a set period or indefinitely) or permanently close, your Customer Account by using the self-exclusion tool in your profile or by contacting us at support@vegascoins.com.
- 9.3. We will use reasonable endeavors to apply any request to take a break, for selfexclusion or for permanent closure made via Customer Support in respect of your Customer

Account in accordance with your instructions within 24 hours of our confirmation of your request, however we do not accept responsibility or liability if you are nevertheless able to breach or circumvent those restrictions on your Customer Account.

- 9.4. Please note that any request to take a break, for self-exclusion or for permanent closure of your Customer Account may take a reasonable time for us to apply, in some instances this could be up to 48 hours or more after our confirmation of your request.

10. Errors, disruptions and changes to the Platform

Errors

- 10.1. If we mistakenly credit Gold Coins to your Customer Account, whether due to technical or human error, such Gold Coins will remain our property and will be deducted from the balance held in your Customer Account.
- 10.2. If you discover that Gold Coins have been mistakenly credited to your Customer Account, you must promptly notify us via Customer Support.
- 10.3. We make no warranties or representations, and expressly exclude all implied warranties, in respect of the Platform, including the Content and Games, to the fullest extent permitted by applicable law.
- 10.4. The Platform is provided "as is".

Malfunctions

- 10.5. We are not responsible or liable for any disruptions, downtime, delays, or technical disturbances in connection with the Platform during Game play or by your attempt to, or Participation using methods not intended by us.
- 10.6. We are not liable for damage or loss suffered or incurred by your or any third-party in connection with your or any third-party's use of the Platform or any part of it, including any delay, interruption, data loss, misuse, or errors in the Content.
- 10.7. If the Platform or any part of it experiences a system malfunction, all Game play on the Platform becomes void.
- 10.8. If you start playing a Game but it fails to conclude due to a system malfunction, we will use reasonable commercial endeavors to reinstate the lost Gold Coins to your Customer Account.
- 10.9. If, for any reason, your Gold Coins or winning Game play is confirmed by us to have been erroneously deleted, lost, corrupted or otherwise destroyed, your sole remedy is the replacement by us of an amount of Gold Coins equal to the amount that were erroneously destroyed.

Removal of Games and other changes to the Platform

10.10. You acknowledge and agree that:

- (a) we may update, add and/or remove any Game and/or Content from the Platform at any time without notice to you;
- (b) we may cease to make the Platform, any Game, any Content and/or any part of them available in your jurisdiction at any time without notice to you; and
- (c) we are not liable for any loss or damage suffered or incurred by you in connection with any update, addition, removal, suspension, unavailability, and/or cessation of the Platform, any Game, any Content and/or any part of them.

11. Privacy and marketing communications

- 11.1. We take our privacy obligations very seriously and are committed to complying with all Applicable Data Privacy Laws.
- 11.2. Our [Privacy Policy](#) forms part of the Customer Agreement and by accepting, and agreeing to be bound by, these Terms of Use, you acknowledge and agree that you have also accepted our Privacy Policy.
- 11.3. You consent to receiving marketing communications from us in respect of our products and services by email, post, SMS and push notification, however you can update your marketing communication preferences at any time by unsubscribing using the link contained in such communications or by sending a request via email to support@vegascoins.com.

12. Customer Account closure and suspension

- 12.1. You acknowledge and agree that notwithstanding any other provision of the Customer Agreement between you and us, we have the right to suspend and/or close your Customer Account if we have reason to believe, in our sole discretion, that:
 - (a) you have breached the Customer Agreement, including our Privacy Policy, Responsible Social Play Policy and any Special Terms;
 - (b) you have assisted another person to breach the Customer Agreement, including our Privacy Policy, Responsible Social Play Policy and any Special Terms;
 - (c) you have registered more than one (1) Customer Account on the Platform, including any Dormant Account;
 - (d) you have provided us with incorrect, false, fraudulent and/or misleading documents or information;
 - (e) you have failed to satisfactorily complete our Customer Account verification or other due diligence procedures;
 - (f) your age, identity, residential address and/or source of funds cannot be verified;
 - (g) you have participated, or attempted to participate, in any fraud, cheating, collusion, money laundering or financial crime;
 - (h) the name registered on your Customer Account does not match the name that any Payment Method that you use, or attempt to use, to purchase Gold Coins, is held in;
 - (i) you use or attempt to use any technology that masks your real location at any time you Participate, or attempt to Participate, including a VPN or proxy;
 - (j) you Participate, or attempt to participate, from an Excluded Territory or other jurisdiction where Participation is unlawful;
 - (k) you are not at least 18 years old and of the legal age of majority in the jurisdiction in which you usually reside;
 - (l) we receive a chargeback, claim, dispute or return notification via the provider of your Payment Method;
 - (m) you have permitted (whether knowingly or unknowingly) another person to Participate using your Customer Account;
 - (n) you have used, or attempted to use, any system or technology that gives you an unfair advantage on the Platform or any part of it;
 - (o) you have colluded, or played in tandem, with one (1) or more other individuals in a coordinated manner to gain an advantage on the Platform or any part of it;
 - (p) any email communication with us includes racist, sexist, explicit and/or derogatory language, or any other form of offensive content or behavior; (q) your Customer Account becomes a Dormant Account; and/or (r) you become bankrupt.

- 12.2. You acknowledge and agree that without prejudice to any other rights we may have under the Customer Agreement or otherwise, if we close and/or suspend your Customer Account in accordance with this clause 12 of these Terms of Use:
- (a) you will be liable for, and must indemnify us in respect of, any loss and damage that we may suffer and incur in connection with your conduct that gave rise to the closure and/or suspension of your Customer Account in accordance with this clause 12;
 - (b) we may withhold any Gold Coins then held in your Customer Account when the Customer Account is suspended and/or closed.

13. Indemnity and Liability

- 13.1. YOU ACKNOWLEDGE AND AGREE THAT YOU MUST INDEMNIFY AND HOLD HARMLESS US, OUR AFFILIATES, OUR LICENSORS, OUR DISTRIBUTORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS (INCLUDING BUT NOT LIMITED TO ANY APPLICATION STORE OR PLATFORM FROM WHICH THE PLATFORM (AS DEFINED BELOW) IS ACCESSED OR DOWNLOADED) (TOGETHER, THE “**VEGAS COINS PARTIES**”) FROM AND AGAINST ALL DAMAGE AND LOSS OF ANY KIND SUFFERED OR INCURRED BY THE INDEMNIFIED PARTIES ARISING FROM OR IN CONNECTION WITH:
- (a) YOUR ACCESS AND/OR USE OF THE PLATFORM OR ANY PART OF IT;
 - (b) THE ELECTRONIC DEVICES YOU USE TO PARTICIPATE (AS DEFINED BELOW);
 - (c) YOUR PURCHASE OR RECEIPT OF GOLD COINS (AS DEFINED BELOW);
 - (d) ANY USE OF THE CONTENT (AS DEFINED BELOW) IN BREACH OF THESE TERMS OF USE; AND
 - (e) YOUR BREACH OF OUR (OR OUR LICENSORS’) INTELLECTUAL PROPERTY RIGHTS (AS DEFINED BELOW).
- 13.2. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE OR THE VEGAS COINS PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING FOR THE AVOIDANCE OF DOUBT, FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF GOODWILL, IN EACH CASE THAT ARISES FROM OR IN CONNECTION WITH THE CUSTOMER AGREEMENT (AS DEFINED BELOW), OUR ACTS OR OMISSIONS, THE PLATFORM (AS DEFINED BELOW) OR ANY PART OF IT.
- 13.3. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR AND THE VEGAS COINS PARTIES’ MAXIMUM AGGREGATE LIABILITY UNDER THE CUSTOMER AGREEMENT (AS DEFINED BELOW) IS LIMITED TO AN AMOUNT EQUAL TO THE VALUE OF THE GOLD COINS THAT YOU HAVE PURCHASED FROM US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEEDING YOUR FIRST CLAIM MADE AGAINST ANY OF THEM. IF YOU HAVE NOT PURCHASED ANY GOLD COINS FROM US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEEDING YOUR FIRST CLAIM MADE AGAINST ANY OF US OR THE VEGAS COINS PARTIES THEN YOU AGREE AND ACKOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY CLAIM MADE AGAINST US OR THE VEGAS COINS PARTIES IS TO CLOSE YOUR CUSTOMER ACCOUNT AND CEASE YOUR PARTICIPATION (AS DEFINED BELOW).
- 13.4. YOU ACKNOWLEDGE AND AGREE THAT THE INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THIS CLAUSE 13 ARE REASONABLE AND NECESSARY TO PROTECT OUR AND THE VEGAS COINS PARTIES’ RESPECTIVE

LEGITIMATE INTERESTS, AND THAT YOU HAVE CONSIDERED THEM AND TAKEN THEM INTO ACCOUNT WHEN YOU ACCEPTED, AND AGREED TO BE BOUND BY, THE CUSTOMER AGREEMENT (AS DEFINED BELOW).

- 13.5. THIS CLAUSE 13 WILL SURVIVE THE EXPIRY OR TERMINATION OF THE CUSTOMER AGREEMENT (AS DEFINED BELOW).

14. Dispute Resolution and Arbitration Agreement

General

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND WE CAN SEEK RELIEF FROM THE OTHER.

By agreeing to these Terms of Use, you and Vegas Coins agree that any and all past, present and future disputes, claims or causes of action between you and Vegas Coins arising out of or relating to these Terms of Use, the Platform, the formation of these Terms of Use, our relationship or any other dispute between you and Vegas Coins or any of Vegas Coins Parties, and whether arising prior to or after your agreement to this Clause, (collectively, "**Dispute(s)**") will be governed by the procedure outlined below. You and Vegas Coins further agree that, except solely as set out in clause 14.7 below, any arbitration pursuant to this clause 14 shall not proceed as a class, group, mass or representative action.

If your Country of Residence is in the European Economic Area, no provision in this clause 14 shall exclude or restrict any of your statutory rights you may have as a consumer.

If your Country of Residence is the United States, the agreement to arbitrate contained in this clause 14, its scope and enforcement shall be governed by the Federal Arbitration Act.

Informal Dispute Resolution

- 14.1. We are committed to providing a positive experience on our Platform. As such, the parties shall first attempt to resolve any Dispute informally for at least 60 days before initiating arbitration. The informal negotiations begin upon the sending of a properly addressed written notice from one party to the other ("**Notice of Dispute**"). The Notice of Dispute must:
- (a) include the full name and contact information of the complaining party;
 - (b) include additional information to identify the complaining party and the relevant player's Customer Account(s), including email address(es) used to establish your Customer Account(s);
 - (c) describe the nature and basis of the Dispute; and (d) set forth the specific relief sought.

We will send our Notice of Dispute to your postal or email address. Any Notice of Dispute to Vegas Coins shall be sent to legal@vegascoins.company.

If a Dispute is not resolved within sixty (60) days after the Notice of Dispute is sent, you or Vegas Coins may initiate formal action as described below. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

We Both Agree to Arbitrate

- 14.2. By agreeing to these Terms of Use, you and Vegas Coins each and both agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth under "Exceptions to Agreement To Arbitrate" below.

Opt Out of Arbitration Agreement

- 14.3. You may decline this agreement to arbitrate by notifying us at legal@vegascoins.company within thirty (30) days of first accepting these Terms of Use and stating that you decline this arbitration agreement. You must include your name, email address and postal address and you must personally hand-sign and date your notice. You can attach the notice to your email as a PDF, photograph or by any other means that clearly displays the required information and demonstrates that you have complied with these requirements. By opting out of the agreement to arbitrate, you will not be prohibited from accessing or using the Platform, but you and we will not be able to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein. For avoidance of doubt, in the event you exercise your right to opt out of the agreement to arbitrate, clause 14.1 and those limitations and restrictions applicable to litigation that are set out in clauses 14.8 of this clause 14 (and the judicial forum selection provision set out in clauses 18.12 and 18.13) shall continue to apply to you. In addition, if you opt out of this agreement to arbitrate and at the time of your receipt of these Terms of Use you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of or access to the Platform, that existing arbitration agreement will remain in full force and effect. In other words, if you are bound by an agreement to arbitrate at the time you opt out of this one, that prior agreement to arbitrate will continue to apply to you. The remainder of these Terms of Use (aside from any opted-out provisions of this clause 14) shall supersede the prior version.

Arbitration Procedures and Fees

- 14.4. If your Country of Residence is the United States, you and Vegas Coins agree that JAMS (www.jamsadr.com) (**JAMS**) will administer the arbitration under its Streamlined Rules in effect at the time the arbitration is sought (**JAMS Rules and Procedures**). Those rules are available at <http://www.jamsadr.com>. The arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules; provided that the parties shall be presented with a list of five potential arbitrators and shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference (e.g., if both parties select a potential arbitrator as their top preference, that arbitrator will be selected). Any arbitration will be held in the state of Virginia, or, at your election, will be conducted telephonically or via other remote electronic means. The payment of any arbitration fees will be governed by the JAMS Rules and Procedures, and the arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law.
- 14.5. All arbitration proceedings and resulting awards conducted pursuant to clause 14 shall be confidential. Any such award may not be disclosed to third parties other than to a party's legal, accounting or financial advisors (each of whom shall be subject to that same confidentiality obligation) except (i) by either party in support of its pursuit or defense of its legal rights or obligations in another litigation or arbitration (whether involving the same or different parties), (ii) to the extent disclosed in connection with a petition or motion to confirm, enforce or recognize the award or (iii) otherwise as required or permitted by applicable law.

Appeals

- 14.6. You and Vegas Coins agree that any award issued by an arbitrator appointed by JAMS pursuant to this clause 14 may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election.

Mass Arbitration

- 14.7. To increase efficiency of resolution, in the event 25 or more similar arbitration demands against Vegas Coins (including its subsidiaries or affiliates), presented by or with the assistance of the same law firm or organization or group of law firms or organizations acting together, are submitted to JAMS, the JAMS Mass Arbitration Procedures and Guidelines (**JAMS Mass Rules**) shall apply. In such event, the JAMS Process Administrator (as described in the JAMS Mass Rules) shall have the authority to implement the procedures set forth in the JAMS Mass Rules, including the authority to batch together individual arbitration demands into a single coordinated proceeding. Arbitrators and the JAMS Process Administrator appointed in accordance with this clause 14.7 must be retired judges with experience arbitrating or mediating disputes. All provisions of this clause 14 that are not in conflict with the JAMS Mass Rules, including the appointment process for the arbitrators, shall continue to apply.

Waiver of Class Action and Collective Arbitration.

- 14.8. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW (AND EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 14.7), NEITHER YOU NOR VEGAS COINS SHALL BE ENTITLED:
- (a) TO CONSOLIDATE, COORDINATE OR JOIN ANY DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES;
 - (b) TO PARTICIPATE IN ANY GROUP, CLASS, MASS OR COLLECTIVE ARBITRATION;
 - (c) TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS;
 - (d) TO ARBITRATE OR LITIGATE ANY DISPUTE IN A PRIVATE ATTORNEY GENERAL CAPACITY; OR
 - (e) OTHERWISE TO SEEK RECOVERY OF LOSSES OR DAMAGES (WHETHER FOR YOURSELF OR OTHERS) INCURRED BY A THIRD PARTY,

IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OR ENFORCEABILITY OF THIS CLAUSE 14.8 SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS, IN THE EVENT ALL OR ANY PORTION OF CLAUSES 14.6, 14.7 OR 14.8 OF THIS CLAUSE 14 IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE IN A PARTICULAR DISPUTE, THEN THE PARTIES' AGREEMENT TO ARBITRATE (BUT NOT THOSE LIMITATIONS AND RESTRICTIONS APPLICABLE TO LITIGATION THAT ARE SET OUT IN CLAUSES 14.1 AND 14.8) MAY BE DEEMED VOID AND AS HAVING NO EFFECT FOR PURPOSES OF THAT DISPUTE, UPON EITHER PARTY'S ELECTION.

Exceptions to Agreement to Arbitrate

- 14.9. Notwithstanding the other provisions of this clause 14, either you or 14, either you or Vegas Coins may bring an action in a court authorized by clauses 18.12 and 18.13 for

temporary injunctive relief until an arbitrator has been empaneled and can determine whether to continue, terminate or modify such relief.

- 14.10. Additionally, if your Country of Residence is the United Kingdom or in the European Economic Area, notwithstanding your and Vegas Coins' agreement to arbitrate Disputes, either you or Vegas Coins also may assert claims, if they qualify, through the small claims process in the courts of your Country of Residence. If your Country of Residence is in the European Economic Area, you may also use the Online Dispute Resolution platform offered by the European Commission <https://ec.europa.eu/consumers/odr/>. Please note that Vegas Coins shall not be required to use this or any other alternative dispute resolution platform.

15. Intellectual Property Rights

- 15.1. You acknowledge and agree that all rights, title and interest in the Intellectual Property Rights in the Platform, including in the Content and the Games, and any modifications thereto, including in any updates, upgrades, derivative works, adaptations and enhancements in and/or to the Platform or any part of it ("Modifications"), are owned by us (or our licensors).
- 15.2. To the extent that you may own any of the Intellectual Property Rights referred to in clause 15.1, you hereby assign all such Intellectual Property Rights to us, including any future copyright in the Platform, any part of it and/or in any Modifications.
- 15.3. You must not use, reproduce, copy or modify the Platform or any part of it, including the Games and the Content.
- 15.4. You must not directly or indirectly do anything that would or might invalidate or put in dispute our (or our licensors') title in the Platform, any part of it and/or in any Modifications.
- 15.5. You acknowledge and agree that nothing in the Customer Agreement between you and us constitutes an assignment of any Intellectual Property Rights to you.
- 15.6. You hereby assign to us all and any Intellectual Property Rights in all and any comments made in connection with the Platform or any part of it and any requests for new features, that you and/or your personnel may make or suggest regarding them (each, an "Improvement Suggestion"). Each such comment and Improvement Suggestion becomes our sole and exclusive property. This assignment is effective when you make the comment or disclose the Improvement Suggestion to us. You must upon request provide an irrevocable and freely given written consent for the infringement of any Moral Rights that you may have in any such Improvement Suggestions by us, our licensors and any third party that we authorize.
- 15.7. You hereby grant us an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use any words, images, videos and/or audio that you post, publish, input or upload to any social media page controlled by us or on our behalf, for any purpose.

16. Third-Party Links

- 16.1. Our websites and/or Platform may include links to third-party websites, plug-ins and applications ("Third-Party Links"). Clicking on Third-Party Links may allow third parties to collect or share data about you. We do not control or endorse these Third-Party Links and we are not responsible for their privacy practices.
- 16.2. We encourage you to read such third-parties' privacy policies so that you understand how they may collect and process your Personal Data.
- 16.3. We are not responsible or liable for any words, images, videos and/or audio that you post, publish, input or upload to any social media page controlled by us or on our behalf.
- 16.4. We do not authorize any third-party to offer Gold Coins and you acknowledge and agree that some third-party websites may offer Gold Coins, any such offers should be

considered as fraudulent, and we are not responsible for any Gold Coins not offered by us.

17. Notices

- 17.1. Any notice to be given under the Customer Agreement shall be in writing and shall be sent by email to:
 - (a) in the case of notices to you, your email address then registered on your Customer Account; and
 - (b) in the case of notices to us, by email to support@vegascoins.com and including the information specified at clause 2.3 of these Terms of Use.
 - (c) Notices sent as above shall be deemed received at 9am on the next Business Day following the day of sending, provided that an automated response that the email transmission failed shall be treated as proof that the notice was not received.

18. General Force majeure

- 18.1. We are not liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Customer Agreement between you and us that is caused by events outside of our reasonable control.

Relationship of the parties

- 18.2. Nothing contained in the Customer Agreement shall in any way constitute any association, partnership, joint venture or agency between the parties, or be construed to evidence the intention of the parties to establish any such relationship.
- 18.3. No party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of any other, or to bind any other party in any manner whatsoever.

Entire agreement and amendments

- 18.4. To the extent of any inconsistency between these Terms of Use and any information or document provided to you by Customer Support or otherwise, these Terms of Use shall prevail.
- 18.5. The Customer Agreement, including these Terms of Use, our Privacy Policy, Responsible Social Play Policy and any Special Terms constitute the entire agreement between you and us with respect to your Participation and supersedes all previous written or oral commitments and undertakings.
- 18.6. We reserve the right to update and supplement the Customer Agreement at any time. The updated document comprising part of the Customer Agreement will be published on the Platform and shall take effect immediately.
- 18.7. If we update the Customer Agreement in any way that impacts on your rights or obligations under the Customer Agreement, we will notify you when you next visit the Platform and you will be required to re-confirm your acceptance of the Customer Agreement. If, at any time, you do not accept the updated Customer Agreement, then you must cease using the Platform.

Waiver and severability

- 18.8. Any waiver by a party of any breach or default by another party performing its obligations

under the Customer Agreement must be in writing and signed by the party purporting to give the same and shall not be deemed or construed to be a waiver of any other breach or default hereunder.

- 18.9. If any provision of the Customer Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from the Customer Agreement in that jurisdiction and all remaining terms and conditions will continue to be valid to the fullest extent permitted by law.

Assignment and novation

- 18.10. The Customer Agreement is personal to you and may not be assigned, novated or transferred by you except with our prior written consent.
- 18.11. We may assign, novate or transfer our rights and/or obligations under the Customer Agreement to a third party without your consent, including in the event of a change of control, merger, acquisition or sale of assets by us.

Governing law

- 18.12. The Customer Agreement, your access and use of the Platform and the parties' relationship, is governed by and construed in accordance with the laws in the state of Virginia, without regard to its conflict of laws principles. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 18.13. Subject to clause 14, the parties acknowledge and agree that the courts of the state of Virginia shall have exclusive jurisdiction to hear and decide any claim, dispute, action or proceedings that may arise out of or in connection with the Customer Agreement, your access and use of the Platform and/or the parties' relationship.

19. Definitions and interpretation

- 19.1. In these Terms of Use, the following words have the following meaning, unless the context indicates otherwise:

affiliate means any company that, whether directly or indirectly, controls, is controlled by, or under common control with another company.

Applicable Data Privacy Laws means applicable laws governing data privacy and the protection of personal data.

Business Day means a day that is not a Saturday, Sunday or public holiday in the state of Delaware.

CAN-SPAM Act means the *Controlling the Assault of Non-Solicited Pornography and Marketing Act 2003*.

Content means text, graphics, user interfaces, visual interfaces, images, trade marks, logos, sounds, music, artwork, source code and other materials used, displayed or made available as part of the Games and/or Platform. Content includes Gold Coins and any other virtual currency made available on the Platform.

Customer Account means an account on the Platform held by a Registered Customer.

Customer Agreement has the meaning given in the introduction to these Terms of Use.

Customer Support means our player support function, contactable at support@vegascoins.com

Dispute has the meaning given in clause 14 of these Terms of Use.

Dormant Account means a Customer Account that has not recorded any login for a period of 12 consecutive months or more.

Excluded Territory means, the U.S states of Alabama, Connecticut, Delaware, Idaho, Kentucky, Louisiana, Michigan, Montana, Nevada, Tennessee, Washington and any outlying U.S. territories or possessions (including Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Atoll, Palmyra Atoll, Wake Island and Navassa Island) and any other jurisdiction outside of the USA.

Game means any game made available on the.

Gold Coin means the virtual social gameplay credit that enables you to play the Standard Play Games. Gold Coins have no monetary value and cannot be redeemed for value under any circumstances.

Goods means any physical goods provided to you by or on behalf of us.

Improvement Suggestion has the meaning given at clause 15.6 of these Terms of Use.

Intellectual Property Rights means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under Article 2 of the *Convention Establishing the World Intellectual Property Organisation*, and all rights to enforce any of the foregoing rights.

JAMS has the meaning given in clause 14.4 of these Terms of Use.

JAMS Mass Rules has the meaning given in clause 14.7 of these Terms of Service.

JAMS Optional Arbitration Appeal Procedure means the appeal procedure set by JAMS that is then in place at the time of the appeal.

JAMS Rules and Procedures has the meaning given in clause 14.4 of these Terms of Use.

License means the license granted to you under clause 4 of these Terms of Use.

Modifications has the meaning given at clause 15.1 of these Terms of Use.

Notice of Dispute has the meaning given in clause 14.1 of these Terms of Use.

Participate means to access or use any of the Platform, Content, or any Game for any purpose. **Participation** has a corresponding meaning.

Payment Method means any debit or credit card, online wallet, financial account, bank account or other payment method used to purchase Gold Coins. **Personal Data** has the meaning given under Applicable Data Privacy Laws. **Platform**

means the service offering provided via the website located at www.vegascoins.com, and all subdomains, including all Games, Content, features, tools and services made available there.

Registered Customer means an individual who has successfully registered a Customer Account on the Platform, whether the Customer Account is then active or not.

Special Terms has the meaning given in the introduction to these Terms of Use.

Standard Play means Participating on the Platform using Gold Coins.

Streamlined Rules means the arbitration rules and procedures set by JAMS.

Terms of Use means these terms and conditions, as updated from time to time.

Third-Party Links has the meaning given in clause 16.1 of these Terms of Use.

Vegas Coins Parties has the meaning given in clause 13.1 of these Terms of Use.

You, Your or Player means any person who Participates, including Registered Customers.

We, Us, Our, Vegas Coins means Vegas Coins Inc. of 8 The Grn, Ste 18927, Dover, DE, USA 19901.

19.2. In these Terms of Use:

- (a) Headings and underlinings are for convenience only and do not affect the construction of these Terms of Use.

- (b) Where a word or phrase is given a defined meaning in these Terms of Use, any other grammatical form in respect of such word or phrase shall, unless the context indicates otherwise, have a corresponding meaning.
- (c) A provision of these Terms of Use will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.
- (d) Unless specified expressly to the contrary, all references to currency or "\$" refers to US dollars.
- (e) A reference to a statute or regulation includes amendments thereto.
- (f) A reference to time is to time in Delaware i.e. EST/EDT.
- (g) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.
- (h) The words "includes", "including" and similar expressions are not words of limitation.