This agreement contains all of the terms and conditions between Gifts Come and the individual player, herein referred to as the "Client." "Client" is defined as a person who has created a new Gifts Come account either online or via telephone with an Account Management representative. Gifts Come may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by notifying the Client via email, or by posting a notice or a new agreement on our website. Modifications may include, but are not limited to, changes in the scope of available wager types, schedules, banking center options, limits and procedures or referral program rules. If any modification is unacceptable to the client, they may terminate this agreement and close their account. Your continued activity in your account in the program following our posting of a change notice or new agreement on our website will constitute binding acceptance of that change.

**1. Signing Up - JOIN**

A Client may begin the sign-up process by submiting a complete application from Gifts Come website. It is required that the information provided by the Client at the time of signup be accurate and valid. Gifts Come reserves the right to reject or cancel any account created if it has been determined that the Client has already created an account, that the information is invalid or inaccurate, has been blacklisted, or for any other reason left to the sole discretion of management. By opening an account with Gifts Come, the Client agrees that all Gifts Come client rules, policies and operating procedures will apply to them. Gifts Come reserves the right to refuse Client's action or close their accounts if necessary to comply with any requirements that may be established. Clients shall not open more than one client account per household without prior written consent from Gifts Come. n the event of a violation, Gifts Come has the right to void all current and future play as well as the potential win/loss from that play.

**2. Choice/Opt-out**

We communicate with our clients on a regular basis to provide information regarding their account, exclusive offers and updates. We may contact our clients via email or phone, in accordance with their expressed wishes. We respect our clients’ privacy and will not rent, trade or release our clients’ information without their consent. All our clients may visit “My Profile’ section to manage their subscriptions at any time.

**3. Reporting Activity**

Gifts Come will keep periodic track of Clients' wagering activity at all times and will supply reports summarizing this activity. The format, content and frequency of the reports may vary from time to time at our sole discretion.

**4. Player Rights**

The client reserves the right to question or request clarification of rules, policies and procedures implemented by Gifts Come. Questions should be directed to an Account Management representative either through the phone or through our online ticket system.

**5. Terms & Termination**

The term of this Agreement will begin upon Gifts Come written confirmation of the creation of your account. Either Gifts Come or the client may terminate this Agreement at any time, with or without cause. Gifts Come has the right to terminate the agreement without prior notice if the client breaches any terms or conditions of this agreement.

Gifts Come may withhold final payment or release of gifts for a reasonable time to ensure that the correct amount is paid to the client.

**6. No Representation or Guarantee Regarding Profits or Income**

The client agrees, understands and acknowledges that Gifts Come officers, directors, employees, and/or accountants have made no representation of any nature whatsoever to the client regarding profits, income, or money which the client may obtain or generate from the Service; and/or from entering into this "Agreement"; and/or from marketing; and/or promoting any version of this Service; and/or from any other matter relating to this "Agreement"; and/or to the subject matter of this "Agreement." Any expression by Gifts Come in this regard is an expression of opinion only and the client agrees, understands and acknowledges that they have not been induced to, and/or persuaded thereby to, enter into this "Agreement" and that the Affiliate has entered into the Agreement of their own free will and choice, without any force or duress, and only after thorough, complete, full, and thoughtful investigation and after obtaining independent advice and counsel from their accountant, their attorney, and their financial advisors.

**7. Indemnity**

The client shall defend, indemnify, and hold our affiliates, directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach of warranty, representation, or agreement contained in this Agreement, (b) the performance of your duties and obligations under this Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions.

**8. Disclaimers**

Gifts Come makes no express or implied warranties or representations with respect to their services. In addition, we make no representation that the operation of our site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

**9. Limitation of Liability**

Gifts Come will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total commission fees paid or payable to clients under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. Our obligations under this Agreement do not constitute personal obligations of our directors, officers, or employees.

**10. Independent Investigation**

The client acknowledges that he/she has read this agreement and agrees to all its terms and conditions. The client has independently evaluated the desirability of participating in this Agreement and is not relying on any representation, guarantee or statement other than set forth in this Agreement.

**11. Assignability and Inurement**

The client may not assign this Agreement, by operation of law or otherwise, without prior written consent of Gifts Come. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the Client and Gifts Come.

**12. Non-Waiver**

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

**13. About**

IN WITNESS WHEREOF, the client expressly agrees to the terms and conditions of this agreement by clicking the "Submit" button on the sign-up page of Gifts Come or at the time that an account number is generated by an Account Management representative over the phone.