



TERMS AND CONDITIONS

IMPORTANT NOTICE:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENTS (AS DEFINED BELOW). WE WILL NOT RETAIN OUR CONTRACT WITH YOU. YOU SHOULD PRINT THESE TERMS AND CONDITIONS AND STORE THEM ALONG WITH ALL CONFIRMATION EMAILS, ADDITIONAL TERMS, TRANSACTION DATA AND RECORDS, HOUSE RULES, AND PAYMENT METHODS RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR SERVICES (AS EACH SUCH TERM IS DEFINED BELOW). THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME (AS SET OUT BELOW). BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE AGREEMENTS WITHOUT MODIFICATION. IF YOU DO NOT ACCEPT THE AGREEMENTS WITHOUT MODIFICATION, DO NOT ACCEPT THESE TERMS AND CONDITIONS AND DO NOT ACCESS OR USE THE SERVICES (AS DEFINED BELOW). IF YOU HAVE ANY QUESTIONS ABOUT THE AGREEMENTS, PLEASE SEEK INDEPENDENT LEGAL COUNSEL BEFORE AGREEING TO THESE TERMS AND CONDITIONS OR ACCESSING OR USING THE SERVICES.

These Terms and Conditions is a legally binding contract between (a) You, the end user and/or cardholder (“You” or “Your” as applicable) and (b) Saracen Development, LLC d/b/a Saracen Casino Resort (“Saracen”, “BetSaracen”, “We”, “Us” or “Our” as appropriate). You accept to be bound by this contract by clicking on “Submit” or “I Agree” and/or by using the Services (as that term is hereinafter defined). The Services currently operate under and pursuant to the Casino Gaming License issued to Saracen by the Arkansas Racing Commission. These Agreements apply to the following (1) online gaming website: BetSaracen.com; (2) online gaming app: BetSaracen; and (3) any other online or mobile platform provided by Us (each individual site being a “Platform” and together the “Platforms”) on which You access Our betting and wagering services (“Services”). This Agreement governs the creation of and access to Your Account and Services, the use of Your Account and Services for online sports betting within the State of Arkansas, Your access and use of BetSaracen.com and the BetSaracen app, and Your ability to engage and wager in online sports betting on BetSaracen.com and the BetSaracen app and any and all other Services within the State of Arkansas. In the event that You have any complaints, claims or disputes with regard to any outcome regarding the Services or any other activity performed by Us, You should in the first instance contact Us in accordance with Section 30 below. These Terms and Conditions together with the [Privacy Policy](#) and any other additional rules and terms published on the Platform or otherwise notified to You that specifically relate to and govern any Service or particular event, game, software, promotion or tournament constitute a legally binding agreement between You and Us (collectively the “Agreements”). You should read all of these documents carefully as each one forms part of the legally binding agreement between You and Us. By clicking on “Submit” or “I Agree” and accepting these Terms and Conditions, or by using the Services, You are also acknowledging and accepting these Agreements. Access to and use of Your Account and the Services is governed by these Agreements. Please note the House Rules shall prevail in the event of any conflict between these Terms and Conditions and the House Rules. These Terms and Conditions shall prevail in the event of any conflict between these Terms and Conditions and any other documents referred to in these Terms and Conditions except for the House Rules. Your attention is drawn to Our Privacy Policy which describes how We deal with and protect Your personal information. By accepting these Terms and Conditions, You are also acknowledging and accepting the Privacy Policy. We reserve the right, and You authorize Us, to use information regarding Your use of the Services, account registration, and any other personal information provided by You in accordance with Our Privacy Policy. In the event of any conflict between the Agreements and the Privacy Policy, the Privacy Policy shall control.



1. APPLICABILITY OF AGREEMENTS

By using the Services and/or by acknowledging that You have read these Agreements when You sign up to join and/or by clicking on the “Submit” or “I Agree” button when You install any of the software relating to the Services provided via the Platforms or when You register for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (hereafter as defined in Section 21 and Section 22 below), forfeiture of funds and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Services immediately. As a consequence of this, if You accept these Agreements when sign up to join or register Your Account for the Services, You will not be able to cancel Your registration later, although You can terminate these Agreements and close Your Account in accordance with Section 22 below.

2. LEGALITY OF USE OF THE SERVICES

2.1. You may only use the Services if You are 21 years of age or over, a United States resident or citizen or otherwise have a social security number or Individual Taxpayer Identification Number issued to You by the U.S. Internal Revenue Service, and it is legal for You to do so according to the laws of the State of Arkansas. You confirm that You are not accessing the Services from a state or foreign jurisdiction outside of the boundaries of the State of Arkansas at the time of placing a bet. You understand and accept that We are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with and know the laws concerning online sports betting in the country and state that govern You and that You have the complete legal right to use the Services. You acknowledge that underage gambling is illegal, and that it is a criminal offense to allow a person who is under the age of 21 to participate in Internet or mobile wagering. Any use of the Services is at Your sole option, discretion and risk. By using the Services, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or indecent in any way.

2.2. Federal Law prohibits and restricts wagering on the Internet (including, but not limited to, such prohibitions and restrictions set out in 18 U.S.C. §§ 1084 et seq. (“The Wire Act”) and 31 U.S.C. §§ 3163 through 3167 (“UIEGA”)). It is a Federal offense for persons physically located outside of Arkansas to engage in online wagering through an Arkansas casino.

2.3. Internet gambling may be unlawful in the jurisdiction in which you are located; if so, You are not authorized to use Your payment card to complete this transaction.



2.4. It is Your responsibility to know the laws concerning online gambling in Your country.

3. ACCOUNT/REGISTRATION AND ELECTRONIC AND TEXT NOTIFICATIONS

3.1. To use the Services, You will first need to register for an account with Us. You may access any of the Services from Your Account (as defined below). You are prohibited from allowing any other person to access or use Your Account.

3.2. You can open an account with Us by choosing a unique account name and password and entering other information that We ask for on Our registration form such as (but not limited to) Your first and last name, social security number, physical address, email, gender, birth date and telephone number (an "Account").

3.3. You shall ensure that the details provided at registration are accurate and kept up to date. You can change the details You provide at registration at any time by editing Your Account preferences. Please see Our Privacy Policy for further details regarding what information We collect, and how that information is used, shared and stored. Alternatively, You can contact Us for further information.

3.4. There are no set-up charges for opening Your Account. We are not a bank and funds are not insured by any government agency. All payments to and from Your Account must be paid in U.S. dollars and shall not bear interest and You shall ensure that all payments into Your Account are from a payment source for which You are the named account holder.

3.5. Use of certain Services may require You to be a member of a Saracen Rewards Program or other rewards club established by Saracen and such membership may impact Your ability to access, claim and/or use certain benefits associated with the Services. Your participation in any rewards club established by Saracen is subject to the program's applicable terms and conditions and to the terms of the privacy policy.

3.6. To place a bet, You will be required to pay "real money" funds into Your Account by any of the following methods: (i) a deposit account; (ii) a debit card, which has been registered and verified pursuant to the requirements of the issuer, (iii) a credit card, which has been registered



and verified pursuant to the requirements of the issuer; (iv) a reloadable prepaid card, which has been verified as being issued to You and is non-transferable; (v) cash complimentarys, promotional credits, or bonus credits; (vi) winnings during a gaming session; (vii) adjustments made by the licensee with documented notification to You; (viii) cash provided through Our agents, or (ix) any other means approved by the Arkansas Racing Commission.

Such funds will be deposited into Your Account upon actual receipt of funds by Us and/or Our agents. Minimum and maximum limits may be applied to the payments into Your Account, depending upon Your history with Us, the method of deposit, and other factors as determined solely by Us.

Deposits and withdrawals can be subject to review. In the case of suspected or fraudulent activity, We may suspend or terminate Your account and may refund or refuse to refund any monies contained in Your account in Our sole and absolute discretion. By depositing funds into Your account, You verify You are the account holder and/or authorized to use any debit card, credit card and/or any financial account.

3.7. You can request withdrawals from Your Account at any time provided all payments made have been received. We reserve the right to pay any requested withdrawal partly or in total via the same method of payment and in the same currency with which deposits were made with the exception of credit cards as we do not allow cashouts to credit cards. We reserve the right to confirm ownership and/or authorized use of all payment and withdrawal accounts. When account ownership or authorized use cannot be verified, We reserve the right to withhold withdrawals of account balances for clearance of the deposit through the deposit financial institution for up to forty-five (45) days.

3.8. To use certain Services, You may first need to download and install software as provided on the relevant Platform.

3.9 Account statements are available to You, which detail Your account activity.

3.10 When registering for an account, We ask for Your phone number and email address. If You provide a phone number, including a cell phone number, You are expressly consenting to receive phone calls and mobile messaging to include, but not limited to, SMS messages, MMS messages, push notifications, and iMessages from Us or any Electronic Services Provider (as defined herein) including, but not limited to notifications of deposit and withdrawal information and instructions,



temporary and ID pins, help information and promotions. You also expressly consent to receive email messages from Us regarding such information by providing Your email address. By providing a cell phone number and consenting to receive mobile messaging which includes SMS messages, MMS messages, push notifications, and iMessages from Us, You warrant and represent that You are either the account owner of the cell phone number You provide to Us. Additional information for consent to contact You is provided in Section 18.

Although there is no fee associated with this service, Your carrier may charge You for each message You receive in accordance with your cell phone plan. You agree that We are not responsible in any way for such charges. You can stop receiving messages from Us at any time. Just reply "STOP" in response to any SMS message, MMS message, push notification, iMessage, or other such message You receive from Us. After You send the message "STOP" to Us, We will send You a single message to confirm that you have been unsubscribed. After this, You will no longer receive SMS messages, MMS messages, push notifications, iMessages, or other such messages from Us. If You stop any such messages, You will not receive certain notices as described herein.

4. TRUE IDENTITY AND ONE ACCOUNT

Before allowing or accepting any wagering communication from You to engage in a sports pool, You must be registered as an authorized player and create a wagering account. For You to register, We are required to obtain the following information from You to be obtained, recorded and verified: (1) Your identity; (2) Your date of birth; (3) Your physical address; (4) Your social security number, ITIN or equivalent means of identification acceptable to the Arkansas Racing Commission; and (5) any other verification required by the Arkansas Racing Commission. To verify Your identity, We reserve the right to request satisfactory proof of identity (including but not limited to copies of a valid passport/identity card and/or any payment cards used) and satisfactory proof of address (including but not limited to a recent utility bill or bank statement) at any time. You consent to have Your age and identity verified by Us, and You acknowledge verifications associated with Internet or mobile sports betting may result in a negative impact on Your credit report. The name on Your Account must match Your true and legal name and identity and the name on Your Account registration must match the name on the debit card(s), credit card(s) or other payment accounts used to deposit or receive monies into Your Account. Failure to supply such documentation may result in suspension of the Account. You may not hold more than one (1) Account in connection with Your use of any Platform. We reserve the right to close Your Account(s) if You open multiple Accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud Us, We reserve the right to cancel any transaction related to said fraud attempt. If You have lost Your Account name or password, please contact Us for a replacement.

You further affirm by registering Your Account: (1) that the information provided by You to Us to open Your Account is accurate; (2) that You have reviewed and acknowledged the rules and



procedures established by Us for use of Your Account; (3) that you have been informed of and acknowledged that You are prohibited from allowing any other person not assigned to Your Account access to or use of Your Account; and (4) that You consent to the monitoring and recording by Us and the Arkansas Racing Commission of the use of Your Account. You also further affirm that You are not on any list as an excluded person as well as any other disqualifying requirements implemented by the Arkansas Racing Commission.

5. PERSONS PROHIBITED FROM ESTABLISHING AN ACCOUNT; RESERVED RIGHT TO EXCLUDE PERSONS FROM ESTABLISHING AN ACCOUNT

The following persons (each an “Unauthorized Person”) are not permitted to establish an Internet or mobile gaming account, or to use directly or indirectly any of the Services other than as required in the course of their employment: (i) any employee of Saracen; (ii) an individual (a) that is prohibited from wagering pursuant to the Casino Gaming Rules of the Arkansas Racing Commission; (b) who is on any self-exclusion list or Arkansas Racing Commission exclusion list, (c) whose participation may undermine the integrity of the wagering on the Sporting Event, (d) who is excluded from wagering for any other good cause, (e) or any person who makes or attempts to make a Wager as an agent or proxy on behalf of another for compensation (i.e., messenger betting); (iii) any individual who is prohibited from gaming pursuant to any applicable Laws, including individuals who have been “self-limited” or listed on any self-exclusion, disassociated persons, or similar list in Arkansas or any state; (iv) “prohibited persons” that are government officials or residents of certain embargoed countries and/or whose names are included on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List or successor or similar lists; (v) persons who are under the age of 21; and (vi) persons who are not a legal resident or citizen of the United States that do not have a social security number or Individual Taxpayer Identification Number issued by the U.S. Internal Revenue Service. You may not attempt to create an Account if You are an Unauthorized Person or assist other Unauthorized Persons to use the Services.

We reserve the right to exclude and prohibit the following persons to establish an Internet or mobile gaming account, or to use directly or indirectly any of the Services: (i) family members of a Saracen employee who live in the same household of that employee; (ii) an employee of a supplier or vendor of Saracen; and (iii) any individuals who have been banned from gaming activities at Saracen, Downstream Casino Resort or other gaming establishments of the Quapaw Nation.

6. YOUR USE OF THE SERVICES

6.1. In the interests of ensuring fairness, We may take any measures as We deem appropriate in order to create a fair and balanced sports betting and wagering environment of the Services.



6.2. We reserve the right to suspend, modify, remove and/or add to any of the Services (collectively, a “Change”) in Our sole discretion with immediate effect and without notice, so long as such Change does not affect pending play on the Services. We will not be liable for any such action. This right to Change includes any palpable, obvious or clear error (“Obvious Error” as described below) on any wager and We reserve the right to fully and unilaterally void, cancel or rescind any wager placed due to any Obvious Error (as described below).

6.3. We forbid the use of all unfair practices when using the Services. We do this to protect Our customers and the integrity of the Services. We reserve the right to discontinue the Services for any person deemed to be an advantage player and any person who violates Our Anti-Cheating Policy at section 36. If any customer is found to be participating in any form of collusion or other activities that We consider to constitute cheating his or her account may be permanently closed and any balance may be at risk of forfeiture or withholding as per Section 21 of these Terms of Service.

6.4. We forbid the posting of any prohibited Third Party Content (as that term is hereinafter defined) on Our Platforms. Please read Our Third Party Content Policy which is incorporated in these Agreements for further details.

6.5. We reserve the right to suspend Your use of certain of the Services, Platforms or any games on Our Platforms from time to time for any reason or no reason.

6.6. No communications or information published on the Services is intended to constitute legal or tax advice and We accept no liability for any reliance on such content.

6.7. For the purpose of any reference to time in connection with Your use of the Services, We use the Central Time Zone unless otherwise specified.

6.8. Your use of the Services (including, for the avoidance of doubt, any intellectual property and/or services We may license from third parties from time to time which forms part of the Services)



is for Your personal, entertainment use on a single computer or mobile application only. You may not use the Services or any intellectual property contained therein for any commercial purpose.

6.9. By accessing Our Platforms, or using, or attempting to use, Our Software or the Services, You represent and warrant to Us that: (i) You are 21 years of age or older; (ii) You are a legal resident or citizen of the United States or if not a resident or citizen of the United States You have a social security number or Individual Taxpayer Identification Number issued by the U.S. Internal Revenue Service, (iii) You are physically located in the state of Arkansas while wagering; (iv) all details provided by You to Us to setup Your Account or otherwise participate in the Services are true, current, correct and complete; and (v) You consent to the monitoring and recording by Us and/or the Arkansas Racing Commission of any wagering communications and geographic location information.

6.10. In order to use the wagering feature of the Services, You must be physically located in the State of Arkansas at the time of use. We may, at any time before or after You begin using the Services, require You to verify Your identity, age, or physical location, and We may terminate Your access to the Services if You fail to do so.

6.11. Use of certain Services require You to be physically located within the state of Arkansas at the time of use and may impact Your ability to access, claim and/or use certain benefits associated with the Services. If We or Our third-party providers are unable to precisely track Your location for any reason, You may be prevented from accessing or using the Services. We are not liable for Your inability to access or use the Services. We reserve the right to declare null and void any wagers or bets that were placed in violation of these Terms and Conditions, including but not limited to bets or wagers that were placed from a state or foreign jurisdiction outside of Arkansas and bets or wagers placed by Unauthorized Persons.

6.12. In the event You are employed, associated or professionally connected with any sports team, league or governing body, You are prohibited by law, regulation and/or this Agreement from wagering on any event governed by the league(s) or sports governing body(ies) with which You are affiliated (“Insider Wagering”). Without limiting the generality of the foregoing prohibition, “Insider Wagering” includes – and You are expressly prohibited from engaging in – any wagering that may undermine the integrity of wagering or the sports event that is the subject of the wager, including but not limited to the following: (i) any person with access to non-public information related to sports events may not place wagers on such sports events as well as sports events governed by the same league(s) or governing body(ies); (ii) any person who may impact the outcome of sports events may not place wagers on such sports event as well as sports events governed by the same league(s) or governing body(ies); (iii) any person who is an athlete or competitor may not place wagers on sports event of the type in which the athlete or competitor



participates as well as sports events governed by the same league(s) or governing body(ies); (iv) any person who is an owner or employee of a sports team, league or governing body may not place wagers on sports events governed by that same league(s) or governing body(ies); (v) any person who holds a position of authority or influence over the participants in or outcome of a sports event, including any person employed, associated or professionally connected to a sports event or governing body, (such as referees, officials, umpires, judges, coaches, managers, handlers, medical professionals, athletic trainers whether employed or contracted by a sports team, league or governing body), may not wager on any sports events in which the person exerts influence or with respect to which the person is employed, associated or professionally connected and any other sports events governed by the same league(s) or governing body(ies); (vi) any person who by virtue of the person's employment, association or professional connection with any sports team, league or governing body has access to certain types of exclusive information may not wager on any sports event overseen by that person's sports league(s) or governing body(ies); and (vii) any person identified by any sports team, league or governing body to the Commission as being prohibited from sports wagering by the sports team, league or governing body.

By entering into this Agreement, You acknowledge and agree that You may not and will refrain from engaging in any Insider Wagering prohibited by law, regulation and/or this Agreement.

We reserve the right to verify Your compliance with these eligibility and Insider Wagering requirements at any time. In the event that You have violated any of these eligibility or Insider Wagering requirements, (i) We may cancel any wager that You have placed in violation of these requirements; (ii) We shall not be obliged to pay any winnings which might otherwise have been payable in respect of any such wager; (iii) We shall be authorized to deduct any winnings that may have been deposited in Your Account prior to determining Your wager was in violation (or recover such improper winnings from You through any other lawful means); and (iv) We may refer the matter to the police, sports team, league, governing or any other appropriate regulatory authority.

7. COPYRIGHT AND TRADEMARKS

The terms BetSaracen.com, BetSaracen, Saracen Development, LLC, Saracen Casino Resort, and any other marks used by Us are the trademarks, service marks and/or trade names belonging to Us, and/or Our licensors. Further, all other material used by Us, including but not limited to the software, images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by Us, and/or Our licensors and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without the Our written permission.

8. ELECTRONIC SERVICES PROVIDER

In order to use the Services, You will be required to send money to and may be required to receive money from Us. We may use third-party electronic payment processors and/or financial institutions ("ESPs") to process such financial transactions. You irrevocably authorize Us, as



necessary, to instruct such ESPs to handle Account deposits and withdrawals from Your Account and You irrevocably agree that We may give such instructions on Your behalf in accordance with Your requests as submitted using the relevant feature on Our Platforms. You agree to be bound by the terms and conditions of use of each applicable ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, then these Agreements shall prevail. In the event We use such ESPs and/or financial institutions to process payments made by and to You, or otherwise accept Your use of any particular payment method, in connection with Your use of the Services, We shall have no responsibility for the acts or omissions of the third party providing such payment processing or payment method prior to Our receipt of funds or after We initiate a transfer of funds (as applicable). You agree that You shall look exclusively to the ESP or financial institution in the event of any payment processing or other payment method related disputes and not to Us.

9. BONUSES

We may from time to time offer You complimentary or bonus amounts to be credited by Us into Your Account (“Bonus(es)”). Such Bonuses may only be used in relation to such Services as may be specified when the Bonus is offered to You. Acceptance of any Bonus shall be in accordance with additional terms and conditions We may make available to You in respect of each such Bonus offering and bonus release restrictions contained in the relevant offer. Offers may be used only ONCE unless otherwise specified. You are not entitled to withdraw any Bonus amounts and You may not remove any cash obtained via a Bonus from Your Account without first complying with the applicable terms including, without limitation, in respect of any qualifiers or restrictions.

10. PAYMENT FOR WINNING WAGERS

10.1. Your account balance is the amount of real money held in Your Account (if any), plus any winnings and/or minus any losses accrued from using the Services, less any entry or other fees, if applicable, and less any amounts previously withdrawn by You or amounts forfeited or reclaimed by Us due to any known or suspected fraud or due to deposits or other transactions rejected or cancelled by Your bank or any relevant third-party bank (whether as a result of insufficient funds, charge-backs or otherwise), or any sums which are otherwise deductible or forfeited under these Agreements (“Account Balance”).

10.2. Acceptance of a payment request is subject to any deposit method restrictions, bonus restrictions and/or Security Reviews (see Section 20 below) and any other terms of these Agreements. All amounts You withdraw are subject to the transaction limits and any processing fees for deposits and withdrawal methods that We notify You of before payment.



10.3. We may report and withhold any amount from Your winnings in order to comply with any applicable law. All taxes due in connection with any winnings awarded to You are Your sole liability. Account balances cannot be transferred, substituted or redeemed for any other prize. Payment of funds which You withdraw shall be made by the withdrawal options available by Us, an ESP and/or any other manner which We select in Our sole discretion, although We will try to accommodate Your preferences as indicated by You when You register.

10.4. Payments will be made as soon as reasonably possible (subject to up to five business days internal processing time), although there may be delays due to any Security Review (see Section 20 below) undertaken by Us and except where We hold any such payments in accordance with these Agreements. Under penalties of perjury, You declare that, to the best of Your knowledge and belief, the name, address, and Social Security Number or ITIN that You have furnished correctly identify You as the recipient of any sports wagering payments and any payments from identical wagers, and that no other person is entitled to any part of these payments. You acknowledge the Form W-2G and/or 1099-Misc may be issued by Us by January 31 following the year of the payment. By accepting these Agreements, You acknowledge that any winnings that You win by using the Services are subject to the IRS regulations and You permit Your acceptance of these Agreements to serve as an electronic signature and to suffice any acceptance and signature on any tax documents incurred during the sports wagering activity.

10.5 Your acceptance of these Agreements serves as acknowledgement that the Form W-2G and/or 1099-Misc may be issued by Us by January 31 following the year of the receipt of winnings consisting of cash or merchandise for which a twelve (12) month accumulated value of six hundred US dollars (\$600) or more won by using the Services are subject to the IRS regulations.

11. INACTIVE AND DORMANT ACCOUNTS

11.1. If You do not access Your Account by “logging on” to Your Account using Your Account name and password and either (i) place a wager or bet via the Services, or (ii) make a deposit as applicable, for any consecutive period of 180 days, then after those 180 days (the “Grace Period”) Your Account (and any related account with any ESP) will be deemed “Inactive”.

11.2. Dormant accounts will be subject to the Unclaimed Property Act at A.C.A. §18-28-201 et seq. and the Unclaimed Property Rules and Time Limits for Arkansas.

12. THIRD PARTY CONTENT



12.1. Abusive or offensive language will not be tolerated on Our chat boards, or otherwise by You on the Platforms, Services, or with Our staff. In addition, You are not entitled to make untrue and/or malicious and/or damaging comments with regard to the Our operation in any media or forum.

12.2. We may reject or delete any text, files, images, photos, video, sounds, or any other materials ("Third Party Content") posted by You on the Platforms which in Our sole opinion breaches the terms of these Agreements.

12.3. Any violation of this policy may result in removal of the Third Party Content, a suspension of Your use of the Services and/or such other action as may be reasonably required by Us to ensure compliance.

13. DISCLOSURE OF ACCOUNT NAME AND PASSWORD

The Account name and password selected when You register for an Account should not be disclosed to any third party. You are solely responsible for the security of Your Account name and password, and all activities that occur under Your Account name and password.

You agree to keep Your Account name and password secret and confidential and not to allow anyone else to use it. As an authorized player, You are prohibited from allowing any other person access to or use of Your Account. Every person who identifies themselves by entering a correct username and password is assumed by Us to be the rightful Account holder and all transactions where the username and password have been entered correctly will be regarded as valid. In no event will We be liable for any loss You suffer as a result of any unauthorized use or misuse of Your login details. We shall not be required to maintain Account names or passwords. If You have lost Your Account name, username or password, please contact Us for a replacement. If You misplace, forget, or lose Your Account name, username or password as a result of anything other than Our error, We shall not be liable.

14. FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED DEPOSITS

We have a zero tolerance policy towards inappropriate play and fraudulent activity. If, in Our sole determination, You are found to have cheated or attempted to defraud Us or any other user of any



of the Services in any way, including but not limited to game manipulation or payment fraud, manipulation of the multi-currency facilities, betting on all possible outcomes of a game or event or if We suspect You of fraudulent payment, including use of stolen debit and/or credit cards, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment) or prohibited transaction (including but not limited to money laundering) or if Your deposits failed to be honored by Your bank for any reason, We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (i) debiting the amount owed by You from Your Account; and (ii) instructing third party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any criminal or suspicious activities to the appropriate authorities.

We reserve the right to void and withhold any or all winnings made by any person or group of persons where We have reasonable grounds to believe that said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage Us and/or the Services and/or the Platforms in any way.

In the interests of data protection, security and avoidance of fraud We do not permit use of any communication channels included within the Services and/or the Platforms to offer or promote any offers, products and services (whether Yours or a third party's). You are expressly prohibited from posting information or contacting Our customers to offer or promote any offers, products or services.

15. LIMITED LICENSE

We hereby grant You the limited, non-exclusive, non-transferable, non-sublicensable right to install and use the software we make available from the Platforms used to provide the Services (the "Software") and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. You may install and use the Software on a hard disk or other storage device and make backup copies of the Software, provided that such use and backup copying is only for Your own personal use in using the Services in accordance with these Agreements, and further, that such installation and use is made through a computer or other device of which You are the primary user. The Software is the valuable intellectual property of Us and/or associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Software; (c) make the Software available to any third party



through a computer network or otherwise; d) export the Software to any country (whether by physical or electronic means); or (e) use the Software in a manner prohibited by applicable laws, regulations and/or this Agreement (together the “Prohibited Activities”).

You will be solely liable for any damages, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify Us immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide Us with reasonable assistance with any investigations it may conduct in light of the information provided by You in this respect.

16. LOCATION SERVICES

16.1 In connection with Our Privacy Policy and as an addition thereto, You agree that certain services, including those provided by a third party including GeoComply Solutions, Inc. (“GeoComply”), will make use of Your location data. If You use such services, You consent to Us and GeoComply transmitting, collecting, maintaining, processing and using Your location data in order to provide and improve location-based services. You may withdraw this consent at any time by turning off the location settings or by notifying us in writing that You would like to withdraw such consent. However, if You turn off the location settings or We or a third party provider are unable to precisely track Your location for any reason, You may be prevented from accessing or using the Services.

16.2 The placing of wagers and bets on the Platforms is restricted by the Arkansas Racing Commission to users who are physically located within the State of Arkansas. To confirm Your desktop/laptop location, We use a third-party method using IP address and WiFi signal. If one of the two is not confirmed, You will not be allowed to use the Services. To confirm Your mobile device location, We use a third-party method using carrier cell tower and WiFi signal. If Your mobile device location is not confirmed, You will not be allowed to use the Services. We cannot guarantee that Your device will be able to successfully use the Location Services. If We or Our third party providers are unable to precisely track Your location for any reason, You may be prevented from accessing or using the Services. We are not liable for Your inability to access or use the Services.

16.3 By registering to use the Services, You consent to the monitoring and recording by us (or Our service providers) and/or by the Arkansas Racing Commission of any wagering communications and geographic location information for the purpose of determining compliance with the Casino Gaming Rules of the Arkansas Racing Commission. We will handle all information collected through the Location Services in accordance with Our Privacy Policy.



17. SARACEN MARKETPLACE/BETSWAP MARKETPLACE

17.1. All sales: Please note that any and all sales and/or purchases made using the BetSwap marketplace on the BetSaracen sportsbook are final, and neither BetSaracen nor BetSwap Limited (“BetSwap”) offer any money-back guarantees. You recognize and agree that You shall not be entitled to a refund or any other form of reimbursement for any purchase under any circumstances when using the BetSwap marketplace on the BetSaracen sportsbook. You recognize and agree that You shall not be entitled to a refund or any other form of reimbursement for any sale under any circumstances when using the BetSwap marketplace on the BetSaracen sportsbook.

17.2. No warranties: Neither BetSaracen nor BetSwap makes any warranties regarding the performance or operation of the BetSwap marketplace on the BetSaracen sportsbook. Neither BetSaracen nor BetSwap makes any further representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included on or through the BetSwap marketplace on the BetSaracen sportsbook. To the fullest extent permissible under the law, both BetSaracen and BetSwap disclaim all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

17.3. Limitation of liability: You agree to absolve BetSaracen and BetSwap of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the BetSwap marketplace on the BetSaracen sportsbook. You agree that neither BetSaracen nor BetSwap shall be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the BetSwap marketplace on the BetSaracen sportsbook. The information, software, products, and services included in or available through the BetSwap marketplace on the BetSaracen sportsbook may include inaccuracies or typographical errors. Changes are periodically added to the information herein. BetSaracen and/or BetSwap and/or their suppliers may make improvements and/or changes in the BetSwap marketplace on the BetSaracen sportsbook at any time. BetSaracen and/or BetSwap and/or their suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the BetSwap marketplace on the BetSaracen sportsbook for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. BetSaracen and/or BetSwap and/or their suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. To the maximum extent permitted by applicable law, in no event shall BetSaracen and/or BetSwap and/or their suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the BetSwap marketplace on the BetSaracen sportsbook, with the delay or inability to use the BetSwap marketplace on the BetSaracen sportsbook or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the BetSwap marketplace on the BetSaracen sportsbook, or otherwise arising out of the use of the BetSwap



marketplace on the BetSaracen sportsbook, whether based on contract, tort, negligence, strict liability or otherwise, even if BetSaracen and/or BetSwap or any of their suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You. If You are dissatisfied with any portion of the BetSwap marketplace on the BetSaracen sportsbook, or with any of these terms of use, Your sole and exclusive remedy is to discontinue using the BetSwap marketplace on the BetSaracen sportsbook.

18. CONSENT TO CONTACT YOU, CONTACT INFORMATION, SPECIAL PROMOTIONS AND CUSTOMER SERVICE

18.1. You hereby expressly consent to Us or a Third Party related to the Services using the contact details and information provided by You on registration to contact You directly in relation to Your use of the Services or any other products or services offered by Us, Our partners or affiliates from time to time including but not limited to Your (i) email address, (ii) mobile phone number for calls or mobile messaging, including, but not limited to SMS messages, MMS messages, push notifications and iMessages and (iii) physical mailing address.

18.2. We may, from time to time, offer You special promotions. These promotions may be communicated to You by various means, including but not limited to (i) email, (ii) mobile phone call, (iii) SMS message, MMS message, push notification, iMessages, and other available mobile messaging and (iv) additional windows or pop-ups within the Services. Promotions begin at 12:01 am and end at 11:59pm CST on specified dates, unless stated otherwise in the promotions Terms and Conditions.

18.3. We shall provide you with an opt-out option in relation to various types of notifications, correspondence, marketing communications and promotions from Us. Note that some Services offered by Us or a Third Party require communications, including but not limited to SMS messages, MMS messages, push notifications, iMessages and/or other available mobile messaging, related to the Services, including but not limited to notification to complete monetary withdrawals or deposits. In the event You opt out of such communications, You will not be able to participate in such Services.

18.4. For service quality assurance, call made by You to the customer service department may be recorded.

18.5. We will not tolerate any abusive behavior exhibited by Users of the Services to Us or a Third Party. In the event that We, in Our sole discretion, deem that Your behavior, via telephone, live



chat, email, text or otherwise, has been abusive or derogatory towards any of Our or Third-Party employees, We shall have the right to block or terminate your account with Us.

19. ERRORS, OBVIOUS ERRORS, RESETTLEMENT AND CANCELLATIONS

19.1. We make every effort to ensure that we do not make any errors in wagers offered or wagers accepted. However, if as a result of mechanical, technical or human error, We offer, or You place, a wager in Obvious Error, We reserve the right to either (i) settle winning wagers at the “correct price,” as reasonably determined by Us, or (ii) void any wagers placed in Obvious Error. Obvious Errors include, but are not limited to, the following: (a) wagers offered or placed on events after the outcome is already known; (b) wagers offered or placed on markets where incorrect participants are listed; (c) wagers offered or placed on markets where participants are incorrectly designated or listed in the incorrect order (e.g., Home Team listed as Away); (d) wagers offered or placed at odds that are materially different than those available in the general betting market for a given event at the time the wager was placed; (e) wagers offered or placed at odds which reflect an incorrect score situation; or (f) wagers offered or placed at odds being clearly incorrect given the probability of the event occurring (or not occurring) at the time the wager was placed (exclusive of certain special offerings or “odds boosts” advertised as such).

19.2. We reserve the right, at Our own discretion, to declare a wager void, totally or partially, if any of the following circumstances have occurred: (a) a wager has been offered, placed and/or accepted containing an Obvious Error; (b) a wager has been offered, placed, and/or accepted on a sporting event or team that is not approved by the Arkansas Racing Commission; (c) a wager is placed and/or accepted while Our Services encountered a mechanical, technical, or systematic problem, which would not have been accepted but for that problem; (d) a wager or result has been affected, directly or indirectly, by illegal activity; or (e) a wager is placed and/or accepted on a market that is voided in its entirety (e.g., for an incomplete, abandoned, suspended, postponed or cancelled event).

19.3. We prohibit parlay wagers that include two or more outcomes that are, or could turn out to be, related (e.g., Team X to win 3-0 and Team X to win the game). We take all necessary steps to prevent acceptance of these prohibited parlay wagers. However, if such a parlay wager is placed, We reserve the right, solely at Our own discretion, to declare void some or all parts of the parlay wager that includes the related outcomes at odds that do not account for the related contingency. This provision does not apply to parlay wagers placed through custom parley or parley wagers that are explicitly identified as special offerings.



19.4. Markets are generally settled shortly after the end of the event in question. We may settle (or partially settle) some markets before the official result is declared purely as a customer service benefit. However, We reserve the right to amend the settlement of the market if: (i) the official result is different than the result on which We initially settled the market; or (ii) the whole market is eventually voided (e.g., for an incomplete, abandoned, suspended, postponed or canceled event).

19.5. We reserve the right to reverse the settlement of a market if a market is settled in error. We reserve the right to take any necessary action, without prior notice and within reasonable limits, to adjust any inaccuracy in Your account due to a settlement error, including through the reversal, amendment, or cancellation, or any subsequent transaction. As a result of a market resettlement, We may amend an account balance and/or deduct funds from Your account.

19.6. We reserve the right to reverse the settlement of, and take necessary action to correct, a payment of a wager to You that was affected by a technical, pricing or settlement error at any time between the original placement of the wager and the payment. That necessary action may include, but is not limited to, resettling the impacted wager at the value that would reflect the proper payment value.

19.7. If We void a wager and/or amend or reverse the settlement of any wager as a result of an Error, including an Obvious Error, and deduct funds from Your Account, in the event there are insufficient funds in Your Account, We may demand that You pay Us the relevant outstanding amount related to such wager.

20. SECURITY REVIEW

To maintain a high level of security and integrity in the system, We reserve the right to conduct a security review at any time to validate Your identity, age, and the registration data provided by You, to verify Your use of the Services, including but not limited to Your compliance with these Agreements and the policies of Ours and Your financial transactions carried out via the Services for potential breach of these Agreements and of applicable law (a "Security Review"). As such, You authorize Us and Our agents to make any inquiries of You and for Us to use and disclose to any third party We consider necessary to validate the information You provide to Us or should provide to Us in accordance with these Agreements, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases. In addition, to facilitate these Security Reviews, You agree to provide such information or documentation as We, in Our unfettered discretion, may request.



21. FORFEITURE & ACCOUNT CLOSURE

21.1. We reserve the right, in our unfettered discretion and in relation to your account, any related esp (as that term is defined at clause 8) account, and/or services owned or operated by or on behalf of us and, in the case of your use of the services, to terminate these agreements, withhold your account balance, suspend your account, and recover from such account the amount of any affected pay- outs, bonuses and winnings if:

21.1.1. You are in material breach of any of these Agreements;

21.1.2. We become aware that You have used or attempted to use the Services for the purposes of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity (including without limitation, any manipulation of the multi-currency facilities);

21.1.3. We become aware that You have played at any other online wagering or betting site or services and are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity;

21.1.4. You have “charged back” or denied any of the purchases or deposits that You made to Your Account;

21.1.5. You become bankrupt or analogous proceedings occur anywhere in the world; or

21.1.6. Upon instruction of the appropriate law enforcement agency or regulatory body.

22. TERMINATION

22.1. You are entitled to close Your Account and terminate these Agreements for any reason or no reason on seven (7) days’ notice to Us by withdrawing the entire balance from Your Account and sending a letter or email or telephoning Us using the details at “contact Us”. We will respond within a reasonable time provided that You continue to assume responsibility for all activity on Your Account until such closure has been affected by Us.

22.2. We take Responsible Gaming seriously. If You want to close Your Account for responsible gaming reasons, please contact US to self-exclude.

22.3 Without limitation to section 21, We are entitled to terminate these Agreements on seven (7) days’ notice (or attempted notice) to You at the email address You have provided to Us. In the event of termination by Us, We shall give notice of the termination to You via email and, other



than where termination is pursuant to section 21, as soon as reasonably practicable refund the balance of Your Account. Where We have terminated pursuant to section 21, any payouts, bonuses and winnings in Your Account are non-refundable and deemed forfeited.

22.4. Termination of these Agreements will not affect any outstanding wagers or bets, PROVIDED that any outstanding wagers or bets are valid and are not in breach of these Agreements in any way.

22.5. The following Sections of these Terms of Service shall survive any termination of these Agreements by either party: 2, 7, 8, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, and 34, along with any other Sections which are required for the purposes of interpretation.

23. COMPENSATION

YOU AGREE THAT YOU WILL ONLY USE THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE INCUR ARISING FROM ANY BREACH BY YOU OF THESE AGREEMENTS.

24. SELF-EXCLUSION

24.1. You may suspend activity on Your Account for a period of time as chosen by You, however, dormant accounts will be subject to the Unclaimed Property Act at A.C.A. §18-28-201 *et seq.* and the Unclaimed Property Rules and Time Limits for Arkansas. Any funds remaining in Your Account shall be presumed abandoned.

24.2. You may set daily limits or place Your account in a time-out status restricting Your ability to wager through BetSaracen.com and the BetSaracen mobile app. The minimum time-out period is 72 hours and can be customized beyond that to meet Your needs.

24.3. If You request placement on the self-exclusion list, You shall deliver a completed request for self-exclusion to Us.



24.4. If You have elected to use any of the self-exclusion tools in connection with any of the Platforms provided by Us from time to time, You acknowledge and agree that You are not permitted to open or use another Account with Us during the self-exclusion period You have selected.

25. LIMITATIONS AND EXCLUSIONS

25.1. We provide the services on an “as is” and “as available” basis and we expressly disclaim all warranties of any kind relating to the services and the software, whether express or implied, including but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, non-infringement or that the site will be without error or invulnerable to viruses, worms, or other harmful software or hardware. You hereby acknowledge that the site may not be available due to any number of factors including, without limitation, periodic system maintenance, scheduled or unscheduled, acts of god, unauthorized access, viruses, denial of service or other attacks, technical failure of the site, telecommunications infrastructure, or disruption, and therefore we expressly disclaim any express or implied warranty regarding site use and/or site availability, accessibility, security and/or performance caused by such factors.

25.2. Your access to the platforms, download of any software relating to the services from the platforms and use of the services or any information we may provide in connection with your use of the services is at your sole option, discretion and risk. We shall not be liable for any malfunctions of the computer programs relating to the services we make available from the platforms, errors as described in section 19, bugs or viruses resulting in lost data or any other damage to your computer equipment, mobile phone or mobile device, or software. Furthermore, we shall not be liable for any attempts by you to use the services by methods, means or ways not intended by us. We are not required to provide redundant or backup networks and/or systems. Malfunction voids all plays and/or pays.

25.3. We (including our officers, directors, agents and employees) will not be liable to you or any third party in contract, tort (including negligence) or otherwise for any loss or damage whatsoever arising from or in any way connected with your use or any third party’s use of the software or the services, whether direct or indirect, including, without limitation, incidental, special, punitive or consequential damages, including but not limited to, loss of use damages, arising out of or relating to use of or inability to use the software or the services, damage for, personal/business losses, including but not limited to loss of data, profits (including loss of or failure to receive anticipated winnings), revenue, business, opportunity, goodwill, reputation or business interruption or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage) arising out of these agreements or your use of the services.



25.4. We shall not be liable for any acts or omissions made by your internet service provider, esp, payment processor, financial institution or other third party with whom you have contracted to gain access to the server that hosts the site, to receive funds from us or your account, or provide payment processing or other services.

25.5. No advice or information, whether oral or written, obtained by you from us or through or from the website or the services shall create any warranty not expressly stated in this agreement.

25.6. We shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the software or the services.

25.7. We shall not be liable to you or any third party for any errors or omissions relating to payment processing by a third party esp or financial institution.

25.8. Nothing in these agreements will operate so as to exclude any liability we may have in respect of either fraud, or death, or personal injury caused by our negligence.

26. INDEMNIFICATION

You agree to indemnify, defend and hold Us and Our respective directors, officers, employees, agents, and other partners harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Software or the Services, Your connection to the Platforms or the Services, Your violation of the Agreements, or Your infringement of any intellectual property or other right of any other person or entity.

27. NO ARRANGEMENTS FOR PROHIBITED PERSONS/EXCLUDED PERSONS

You acknowledge that We are a United States company and have a casino gaming license from the Arkansas Racing Commission. As such, We are: (i) prohibited from providing services to certain "prohibited persons" that are government officials or residents of certain embargoed countries, or terrorists or drug traffickers whose names are published on lists maintained by the



United States Department of Treasury and (ii) must exclude or eject any "excluded persons" that are listed on the "exclusion list." You agree to use all reasonable efforts not to arrange for any of these prohibited persons or excluded persons to use the Services or the Software.

28. NO REPRODUCTION OR RESALE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platforms, the Software or the Services, use of the Platforms, the Software or the Services, or access to the Platforms, the Software or the Services.

29. THIRD PARTY WEBSITES

Although We hope that You will find the material on the Platforms informative, the material and links to third-party websites and resources that may be included on the Platforms are provided for informational purposes only. Providing links to these sites by Us should not be interpreted as endorsement or approval by Us of the organizations sponsoring these sites or their products or services. We make no representations or warranties, express or implied, with respect to the information provided on these Platforms or any third-party website which may be accessed by a link from the Platforms, including any representations or warranties as to accuracy or completeness. Because We have no control over third-party websites and resources, You acknowledge and agree that We are not responsible for the information and contents of such third-party websites and do not endorse and are not responsible or liable for any content, statements, representations, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with Your use or reliance on any such content, information, goods, or services available on or through any such site or resource.

30. NOTICES/COMPLAINTS

If You have any complaints, claims or disputes with regard to any alleged winnings, alleged losses or the award or distribution of cash, prizes, benefits, tickets or any other item or items in an activity or event, or the manner in which an activity or event is conducted regarding the Services, You must submit Your complaint to Us in writing as soon as is reasonably practicable following the date of the original transaction to which the claim or dispute refers, but within thirty (30) days of the occurrence. In order to initiate the process, You will be required to provide to Us, at a minimum, the following information: 1) Personal contact information (name, address, phone number, e-mail address, etc.); 2) The website, app, or other online sports betting platform; 3) Your name on and information relating to the Account; 4) Approximate date and time of the incident, amount and type of Wager in dispute, the sporting event and outcome, and any other relevant



details regarding the incident, as applicable; and 5) A summary of the incident including any statements or communications made to or by Us or witnesses and their contact information (name, address, phone number, e-mail address, etc.). Any notice We give to You (save as otherwise set out herein) will be sent to the email address that You provide when You register Your Account. It is Your responsibility to give Us notice of any changes to Your email address in Our software and to regularly check Your email account for emails from Us.

31. GOVERNING LAW

These Agreements shall be governed by and construed in accordance with the laws of Arkansas. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Arkansas for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability. If any part of these Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms.

32. ARBITRATION

Excluding those disputes identified in Section 30 above and disputes which are subject to the Arkansas Racing Commission, any claims or controversy arising out of or relating to the Agreements, including the determination of the scope or applicability of the Agreements and Our use of electronic services providers, shall be determined by arbitration in the State of Arkansas before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any appeal shall be heard and decided by a panel of three neutral arbitrators. All arbitrators shall in their substantive rulings (as opposed to procedural or discovery-related rulings that are otherwise governed by the JAMS Comprehensive Arbitration Rules and Procedures), apply the Laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rules that would cause the application of the Laws of any jurisdiction other than the State of Arkansas. The award of the arbitrator(s) shall be binding and final on all parties. Judgment on the award rendered may be entered in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorneys' fees and expenses. The arbitrators may not award any incidental, indirect, special, or consequential damages, including, but not limited to, damages for lost profits. If any part of the Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms. No waiver of any breach or default of the Agreements shall be deemed to be a waiver of any preceding or subsequent breach or default.

33. ASSIGNMENT



We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without Your consent) without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to You. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Agreements.

34. THIRD PARTY RIGHTS

Except insofar as these Agreements expressly provide that a third party may in their own right enforce a term of these Agreements, a person who is not a party to these Agreements has no right under local law or statute to rely upon or enforce any term of these Agreements but this does not affect any right or remedy of a third party which exists or is available other than under local law or statute.

35. ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS

You fully understand and agree to be bound by these Agreements and as modified and/or amended by Us from time to time. We may amend these Agreements at any time either by emailing or sending You notification of the new terms and/or by publishing the modified Agreement(s) on the relevant page of the Platforms or any place through which You access the Services. Any such modification will take effect within thirty (30) days of publication. If any modification is unacceptable to You, Your only recourse is to terminate these Agreements. Your continued use of the Services following notification or such thirty (30) day period following publication, as the case may be, will be deemed binding acceptance of the modification. For material changes to the Agreements, You will be required to acknowledge acceptance of such changes. For changes deemed non-material Your continued access or use of the services following any amendments to the agreements constitutes Your acceptance of the agreements as amended. It is Your sole responsibility to review the Agreements and any revisions thereto each time You use the Services.

36. ANTI-CHEATING POLICY

Anti-Cheating Policy We are committed to preventing the use of unfair practices in the Services, including but not limited to player collusion. We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to play on Our Platforms including, but not limited to, opponent-profiling, cheating software, automated computerized software or other equivalent mechanism, or anything else that We deem enables You to have an unfair advantage over other players not using such programs or systems (“AI Software”). You acknowledge that We will take measures to detect and prevent the use of such programs and AI Software using methods (including but not limited to reading the list of currently



running programs on a player's computer) and You agree not to use any AI Software and/or any such programs.

37. STATISTICS AND LIVE SCORING

From time to time Our website and mobile app may display game times, scores, statistics, results, and other information relating to games, matches, or events, including, without limitation, “live” scores, statistics and times displayed as part of a live-streamed event or scoreboard. All such information is unofficial, is provided for informational and entertainment purposes only, and should not be relied upon by patrons for any purpose. It is the patron’s responsibility to independently verify all such information. We nor Our third party providers warrant or make any representations of any kind with respect to any such information transmitted or made available via Our website and mobile app. We and Our third party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any such information transmitted or made available via Our website and mobile app, and shall not be responsible or liable for any error or omissions in that information.

38. CONTACT US

If You have any questions, please contact Our Customer Service.

PLEASE PRINT THESE TERMS OF SERVICE AND STORE FOR YOUR FUTURE REFERENCE. IN ADDITION, WE SUGGEST THAT YOU PRINT AND STORE ALL TRANSACTION RECEIPTS, TRANSACTION RECORDS AND HOUSE RULES AS APPLICABLE TO YOUR ACTIVITIES.

Effective February 1, 2023