

Date 02/29/2024

GENERAL TIPICO TERMS AND CONDITIONS

1. THESE ARE LEGALLY BINDING TERMS AND CONDITIONS (HEREIN "AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY AS IT INCLUDES BINDING ARBITRATION AND A CLASS ACTION WAIVER AMONG OTHER LEGAL RIGHTS AND OBLIGATIONS.

2. IF YOU DO NOT AGREE TO THIS AGREEMENT OR ANY OTHER RULES, TERMS, CONDITIONS, OR POLICIES POSTED ON THE SITES (AS DEFINED BELOW) WITHOUT MODIFICATION, DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE ANY OF THE SERVICES (AS DEFINED BELOW) ON THE SITES. THIS AGREEMENT SURVIVES TERMINATION OF THIS AGREEMENT AND YOUR USE OF THE SITES AND SERVICES.

3. WE RECOMMEND THAT YOU PRINT AND SAVE THIS AGREEMENT FOR YOUR FUTURE REFERENCE. We also suggest that You print and store all transaction receipts and game rules as applicable to Your activities on the Service.

4. The Sites and Service are provided by Tipico NJ, LLC, located at 33-41 Newark St., Floor 3, Hoboken, New Jersey 07030, United States ("Tipico", "Us", "Our" or "We"). "You" or "Your" refers to the end-user accessing or using the Services on the Sites. References to "Party" or "Parties" refers to Tipico and You. "Terms" refers collectively to the terms and conditions, rules and policies contained in this Agreement. References to "Site(s)" means <http://tipico.com> and any mobile and tablet applications and any other Websites or application used for real money betting in New Jersey offered by Tipico. The term "Service(s)" means all content, products, services and promotions available or provided on the Sites in New Jersey including real-money betting. This Agreement is separate and distinct from the agreement(s), rules, terms and conditions, and policies that govern the service(s) of Tipico USA Technology LLC, or Our affiliates, in other jurisdictions.

5. We reserve the right to change this Agreement at any time and for any reason. All changes will be effective when posted and will apply prospectively. If a change is made to this Agreement, You will be notified about the change upon login to Your Gaming Account (as defined below) and asked whether You accept such changes. Or, for non-material changes, Your continued use of the Services following the approval of such changes by the DGE and update to this Agreement, shall be deemed as acceptance of such changes. If You do not accept the updated Agreement, You will not be allowed to continue to participate in the Services. In addition to this Agreement, You agree to be bound by (a) Our [Privacy Policy](#); (b) the [House Rules](#); (c) the [Gaming Rules](#); and (d) the [Responsible Gaming](#) Policy as Well as any other rules, policies and terms posted on the Sites (collectively "Policies"), including any updates or modifications to those Policies. Such Policies are incorporated into and made part of this Agreement and You acknowledge You have read and agreed to such Policies. Any questions about this Agreement, or change(s) to this Agreement, should be addressed to independent legal counsel before agreeing to this Agreement and or accessing or using the Sites or Services. 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. This Agreement will prevail over any other conflicting Policies unless otherwise

stated.

7. Tipico NJ, LLC is organized in accordance with New Jersey law and offers the Sites and Services in New Jersey under an agreement with AC Ocean Walk, LLC, a casino license holder and operator of Ocean Casino Resort ("Ocean"). The Sites, Services, this Agreement, and other Policies and Your use thereof, of the Sites and Services is subject to the oversight, regulatory requirements, and licensing by the New Jersey Casino Control Commission ("CCC") and the New Jersey Division of Gaming Enforcement ("DGE"). Tipico operates under a transactional waiver issued by the DGE.

8. Federal prohibitions and restrictions regarding internet gaming apply (including, but not limited to, such prohibitions and restrictions set out in 18 U.S.C. Sections 1084 et seq. ("The Wire Act") and 31 U.S.C. Sections 5361 through 5367 ("UIGEA")). It is a Federal offense for persons physically located outside of New Jersey to engage in Internet wagering through a New Jersey casino, unless explicitly authorized by the DGE.

APPLICABILITY OF THE AGREEMENT

1. By accessing, using or otherwise participating in the Site and Services, You accept and agree to be legally bound by this Agreement and its Terms, as modified from time-to-time. If You do not agree to accept and be bound by this Agreement, You should discontinue Your use of the Services and Sites.

TERMS OF USE

1. General:

a. It is prohibited by law for anyone under the age of 21 to participate in real-money gaming and it is a criminal offense to allow a person who is under the age of 21 to participate in Internet or mobile wagering in the State of New Jersey.

b. You must be physically located in the State of New Jersey at the time a bet is made.

c. You must use the Sites and Services in accordance with all applicable state and federal laws as Well as this Agreement.

d. It must be legal for You to use this Site according to the laws of the State of New Jersey.

e. Your use of the Sites and Service is at Your sole risk.

f. You must be a legal resident of the United States.

g. All details provided by You to Us to setup Your Gaming Account (as defined below) or otherwise participate in the Services are true, current, correct, and complete.

h. We cannot provide You legal advice with respect to the legality of Your use.

2. Account Eligibility - You must open an account with us in order to participate in

real money gaming on the Sites ("Gaming Account"). To open a Gaming Account, You must:

- a. Be at least twenty-one (21) years old;
- b. Provide all requested personal information including, but not limited to, Your legal name, date of birth, social security number, address, email address, and phone number;
- c. Not be a Prohibited Person (as defined below);
- d. Not be prohibited under any other applicable law or regulation;
- e. Not find the Services to be unfair, offensive, indecent, or objectionable in any way;
- f. Meet all other eligibility requirements imposed by us at Our sole discretion; and
- g. Complete the manual or automated identity verification process.

3. Prohibited Persons - The following persons are prohibited from opening a Gaming Account (collectively "Prohibited Persons"):

- a. Employees and immediate family members of Tipico, its affiliated companies, and all third-party providers of Tipico. For purposes of this Agreement, immediate family members are defined as spouses, domestic partners, parents, grandparents, in-laws, children (including step children), and siblings;
- b. Any person prohibited pursuant to N.J. S.A. 5:12-100n and N.J.A.C. 13:69G, and any other state or federal laws;
- c. Any person self-excluded under the New Jersey Self-Exclusion Program, on the exclusion list pursuant to N.J. S.A. 5:12-71, or other prohibited persons under New Jersey or Federal law;
- d. Prohibited sports pool participants, including but not limited to individuals belonging to sports teams and/or sports bodies, professional athletes, and other persons defined as "prohibited sports pool participants" in N.J.A.C. 13:69N-1.1; and
- e. Any other person who may undermine the integrity of the Services, a sporting event or contest, or any person who Tipico, in its sole and absolute discretion, deems ineligible (including by way of an example but not limited to, (i) persons restricted in their contractual capability; (ii) persons under legal supervision; (iii) persons diagnosed with problematic gambling behavior and/or undergoing or having undergone treatment for problematic gambling behavior).

4. Account Verification:

- a. Tipico reserves the right, at any time, to verify Your information as a condition for opening and maintaining a Gaming Account. In doing so, We may use third party verification services and databases (collectively "Verification Services"). By providing Your information to us, You expressly authorize us to share Your information with the Verification Services for the purposes of establishing Your

identity and age. You agree to provide accurate information to us and the Verification Services upon request and to continually update any changes to that information. We reserve the right to reject Your application for a Gaming Account, or if one has already been established for You, block access, suspend or cancel Your Gaming Account temporarily or permanently, for any reason, including if We are unable to verify Your identify and/or age, or have reason to believe that You do not fulfill one or more of the eligibility requirements. By opening a Gaming Account, You are deemed to have read and accepted this Agreement and all other Policies.

b. We reserve the right to conduct a security review at any time to validate Your identity, age, the registration data provided by You, to verify Your use of the Services, including but not limited to Your compliance with this Agreement and the policies of Tipico and Your financial transactions carried out via the Services for potential breach of this Agreement and of applicable law. To conduct such review(s), 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 this Agreement, including but not limited to, obtaining a credit report and/or otherwise verifying the information against third party databases. In addition, to facilitate these such review(s), You agree to provide such information or documentation as We, in Our unconditioned discretion, may request.

5. Gaming Account:

a. You may only register a Gaming Account with Your own personal details, and You are limited to only one (1) Gaming Account. Gaming Accounts are non-transferable and for personal use only. If We discover that You have opened more than one Gaming Account, in addition to any other rights We may have, We reserve the right to suspend and terminate Your Gaming Account and withhold or revoke any winnings, prizes or promotions which would otherwise be awarded.

b. It is Your responsibility to maintain Your Gaming Account and the personal data provided therein up to date, and to inform us promptly of any changes to Your personal data.

c. It is Your responsibility to protect and maintain the confidentiality of Your Gaming Account login and password and You accept responsibility for all activities, charges and damages under or occurring on or from Your Gaming Account, including, but not limited to, deposits or withdrawals into or out of Your Gaming Account.

d. It is, among other things, Your responsibility to keep secure and lock Your devices to which Your Gaming Account is linked, including but not limited to setting up the auto-lock function on Your device.

e. All transactions in or with Your Gaming Account are deemed to be made by You, and You agree that any bets placed and accepted in Your Gaming Account will be valid even if You have not authorized such bet.

f. You agree not to allow any other person to use Your Gaming Account and immediately notify us if You believe or know of any unauthorized use of Your Gaming Account.

g. You further agree that We are not responsible for any loss or damage resulting from Your failure to timely notify us of an unauthorized use of Your Gaming Account.

h. You can change Your password at any time from Your Account Settings. If You cannot access Your Account, You can request a new password by clicking on the "Having Trouble Logging In?" link on the Account Login page, or by contacting Customer Service at help@tipico.us.

i. We may cancel any bets You may have placed, have no obligation to pay any winnings which might otherwise have been payable to You, close or suspend Your account and refer the matter to the proper law enforcement or regulatory authority if We reasonably believe You are engaged in illegal or fraudulent activity while using the Services or Sites, You breach this Agreement or other Policies, You conduct or attempt to conduct a Prohibited Activity (as defined below), or We are required to do so by a law, regulatory body or court. We reserve the right to withhold any funds in Your Gaming Account pending the conclusion of any internal or external investigation. If such investigation reveals that You conducted a Prohibited Activity, fraud, suspicious betting, or other illegal activity, We have the right, in Our sole discretion, to seize some or all of the funds in Your Gaming Account, subject to applicable law and consultation with local regulatory bodies.

j. If requested by law enforcement, court, gaming regulators, tax or other applicable authorities, We may suspend Your Gaming Account, deny You access to the Sites and Services, and withhold any funds until a final determination by the requesting authorities has been rendered, the conclusion of any criminal or other legal proceedings, or upon guidance by Our own legal counsel.

k. The funds in Your account are not insured by any government agency.

6. Participation:

a. You must be physically located in the State of New Jersey in order to participate in real-money gaming offered by the Sites; it is a violation of state and federal law to use the real-money gaming Services outside of New Jersey (non-gaming operations such as deposits, withdrawals, and account access are allowed outside of New Jersey at Our discretion). To use the real-money gaming Services, You consent to the collection, storage, processing and transmission of Your data, including IP address and WiFi signal, to establish Your physical location. This may be done using third-party providers and You expressly consent to Our use of third-party providers including the sharing of Your information with such third-party provided to establish Your location. If We or Our third party providers cannot track Your location for any reason, We reserve the right to prevent You from accessing or using the Services until Your location is verified. You agree that We are not liable for Your inability to access or use the Services during this time. You further agree to the monitoring and recording of Your gaming activity, and related communications and physical location by us and the NJDGE.

b. 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.

c. You agree that We are not be liable for any violation of any local, state, federal, or other laws that may occur as a result of Your using the Services. The availability of

the Services outside of New Jersey does not constitute an offer, solicitation or invitation by us for You to use of Our Services.

7. Deposits and Withdrawals:

a. You must have a money balance in Your Gaming Account to place a bet. You will not be able to place any bets in an amount greater than the total balance in Your Gaming Account.

b. You may use any method available and accepted by the Sites to deposit money into Your Gaming Account including banks, credit cards, third party electronic payment processors and financial institutions ("Third Party Providers"). By initiating a deposit into or withdrawal from Your Gaming Account, You agree and hereby authorize us to instruct Third Party Providers to handle deposits and withdrawals from Your Gaming Account and agree that We may provide such Third Party Providers with Your personal information as needed to complete the transaction. You agree that We are not liable for any acts or omissions of any Third Party Providers in processing Your deposit or withdrawal and You further agree to be bound by the terms and conditions of use of each applicable Third Party Provider. If there is a conflict between this Agreement and the terms and conditions of any Third Party Provider, this Agreement prevails. Tipico is not responsible for any fees charged to You by Third Party Providers related to Your deposits or withdrawals. Tipico reserves the right to deduct all charges or other fees We incur from the Third Party Providers or other parties related to Your withdrawals and deposits into Your Gaming Account. We will be notify You of any such fees.

c. We reserve the right to credit all relevant funds to Your Gaming Account only upon actual receipt of such by us or Our agents. We reserve the right to request additional information from You prior to accepting such funds (or allowing a withdrawal) in order to properly identify the source of the funds, Your identity, or for any other reason We deem necessary. We may return funds at any time and void any bets if We deem the funds unauthorized. Monies held in Your Gaming Account do not accrue interest. If We reasonably believe that You have no intention of using the deposited funds to place wagers, We may suspend or close Your Gaming Account and report such activity to the relevant regulators or other authorities.

d. We may apply minimum and maximum limits to the deposits into Your Gaming Account for any reason. You agree to abide by those limits. If You violate this provision, We may suspend or terminate Your Gaming Account and may refund or refuse to refund any monies in Your Gaming Account in Our sole and absolute discretion and in accordance with applicable law.

e. Subject to the above, and subject to availability of funds in Your Gaming Account, You can request withdrawals from Your Gaming Account at any time. We reserve the right to evaluate the payout of funds based on Our assessment of their origin. We reserve the right to pay any requested withdrawal partly or in total via the same method of payment of Your deposit. Unless otherwise stated, all funds in Your Gaming Account are stated in U.S. dollars and all deposits and withdrawals will be paid in U.S. Dollars. All withdrawals will be released within 72 hours of withdrawal request, pending the review of Our Payments and Compliance teams. We reserve the right to hold withdrawals longer pending the necessary verifications. We will make payments as soon as reasonably possible. We may require additional proof of identification before a withdrawal request is granted. Should Your withdrawal request take longer than 72 hours for any of the

reasons noted above, We will contact You to inform You of the reason for the delay and any information needed to process the withdrawal. However, the reason we provide you for the delay may be limited at the direction of the DGE, other regulators, or law enforcement or if such notification may interfere with an investigation of You or any activities associated with Your Gaming Account, by the DGE, other regulators, law enforcement, or Tipico.

f. Tipico may report and withhold any amount from Your winnings in order to comply with any applicable law. You, not Tipico, are responsible for filing and paying applicable state and federal taxes on any winnings. Tipico does not provide tax advice, nor should any statement in these Terms and Conditions be construed as tax advice.

By agreeing to these Terms & Conditions, you consent to receive all tax-related documents, such as IRS Forms 1099- MISC and/ or W-2G, electronically. These electronic documents will be available in January of the upcoming year and will remain accessible for three years under the Tax Information section of the Transactions & Statements page, in your account settings. To opt out of receiving your tax-related documents electronically, you may choose to receive a paper copy of all such documents by selecting your delivery preference under the Tax Information section before November 30th of the current year. If you withdraw your consent and opt- out after November 30th of the current year, it will not be considered until the following tax year. Paper copies of tax-related documents will be mailed to the address listed on your account by the last week of January of the upcoming year. It is your responsibility to maintain and update your personal contact information, including your address and email, associated with your gaming account. If you need help with your tax forms or cannot access your account due to an exclusion block, please contact Tipico customer service. help@tipico.us or calling [\(551\) 303-2740](tel:(551)303-2740).

g. We reserve the right to withhold deposited funds and winnings if We reasonably believe that the deposit was unauthorized, misused or fraudulent. We will report all matters of unauthorized, misused or fraudulent deposits or withdrawals, including Chargebacks (defined below), to the appropriate state or federal authorities. We may conduct Our own investigation into the matter and may temporarily or permanently close Your Gaming Account during such time.

8. Account Errors.

a. It is Your duty to inform us as soon as reasonably possible of any errors with respect to Your Gaming Account so that We may investigate. Regardless of whether You or We discover the error, We will use Our best efforts to place all parties directly affected by the error in the position they Were in immediately before the error occurred. You agree that if an error resulted in an overpayment of funds or winnings to Your Gaming Account, We may take any money from Your Gaming Account relating to such overpayment. If there are insufficient funds in Your Gaming Account to collect the overpayment, We may demand that You pay us the relevant outstanding amount. Any failure to pay us what is owed may result in the suspension or closing of Your Gaming Account and legal action. We reserve the right to declare any bets null and void that Were the subject to an error.

b. PLEASE NOTE, ANY TYPE OF SYSTEM MALFUNCTION WILL VOID ALL PAYS.

9. Chargebacks and Dishonored Deposits:

- a. You agree not to dispute, deny or attempt to reverse any financial transaction or make any fraudulent financial transactions with us (collectively "Chargebacks").
- b. You agree to indemnify and reimburse us for any Chargebacks You make or any deposits that your bank fails to honor, for any reason ("Dishonored Deposit(s)"), and any financial loss suffered by us as a consequence including damages, fees, expenses, and investigatory costs relating to or arising from such Chargebacks or Dishonored Deposits including deducting the amount of any Chargebacks or Dishonored Deposits and associated damages, fees, expenses, and investigatory costs from Your Gaming Account.
- c. If a Chargeback or Dishonored Deposit occurs, You agree that We may provide necessary information about You and the Chargeback or Dishonored Deposit to Third Party Providers, the DGE, other regulators, law enforcement, or other necessary third parties in order to resolve the Chargeback. We reserve the right to temporarily suspend Your Gaming Account and withhold the payment of any winnings without notice until any Chargebacks, Dishonored Deposits, or other financial disputes are resolved.
- d. We may also recover bad debts using whichever method may lawfully be available to Us including, but not limited to, 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.
- e. We may report any criminal or suspicious activities to the appropriate authorities.

10. Placing Bets:

- a. It is Your responsibility to fully understand how to bet and the terms of the bet You are placing. It is Your responsibility to read and familiarize yourself with the House Rules and/or Gaming Rules. When You place a bet, You are agree to the terms of the House Rules and/or Gaming Rules. When placing a bet, You are responsible to ensure that all of the details of Your bets are correct. Once a bet has been placed, You cannot cancel that bet.
- b. You can only bet up to the lesser of the amount of funds held in Your Gaming Account or the limit set by us. Bets will be valid only after We accept such bet. Any bets placed in Your Gaming Account and accepted by us will be valid even if You have not authorized such bet. We are not liable for the settlement of any bet We have not accepted. After a bet has been accepted by us, You will receive a bet confirmation and the bet will be displayed in Your Gaming Account.
- c. We reserve the right to cancel and void any bets if, in Our sole and absolute discretion, there is an error with the bet or with accepting the bet. This includes but is not limited to bets taken after the betting closed, where the event was resolved before the bet was taken, the customer could have an indication of the outcome, the customer did not have adequate funds in the Gaming Account, or other failures, errors, manipulations, or fraudulent or dishonest activities.
- d. We reserve the right, in Our sole and absolute discretion, to refuse or cancel, in whole or in part, any bet or change betting limits without notice, at any time.

e. We reserve the right to reject and limit the dollar amount an individual can bet in any way and in Our sole discretion.

f. You fully accept and agree that if there is a discrepancy between the result showing in Your Gaming Account and Our servers, the result showing on Our server shall govern. You understand and agree that Our records will be the final authority in determining such matters.

11. Bonuses and Promotions:

a. You may be awarded free bets, bet credits, or similar promotions (collectively "Bonus") which You can use for gaming on the respective Sites. Bonus cannot be withdrawn from Your Gaming Account. Only the winnings attributed to a Bonus can be withdrawn, as per applicable wagering requirements.

b. Tipico may reclaim or cancel any Bonus credited to Your Gaming Account, but not used, at any time as posted within the rules of the Bonus. It is Your responsibility to read and understand the terms of any Bonus which will be made available whenever a bonus offer is made to you. By using the Bonus, You agree to this Agreement and the Bonus terms.

c. See General Promotion Terms and Conditions below for more information on Bonuses.

d. Nothing in this section shall prohibit or limit Our ability to reverse and/or reclaim any Bonus(es) issued or awarded to You based upon failures, errors, manipulations, or fraudulent or dishonest activities.

e. Tipico Rewards - Tipico employs a reward system that compensates patrons who make qualifying wagers on Tipico's Sportsbook. All qualifying wagers that a patron places on Tipico's Sportsbook result in progress toward the bonus reward. Once a patron's "Tipico Rewards Progress Tracker" bar has been fully satisfied (i.e., "filled up"), the patron receives a cashback reward.

- "Tipico Rewards Progress Tracker" Bar Logic - Tipico cashback reward that is earned by the patron is adjusted based on Tipico's proprietary algorithms, whose results can be seen by patrons in the Rewards Progress Tracker.
 - Once the Rewards Progress Tracker bar has been fully satisfied (i.e., "filled up") and the cashback reward delivered to the patron, the Rewards Progress Tracker bar resets and the patron will earn toward the next reward with the next qualifying wagers. Cashback reward is rounded down to the nearest cent (i.e., a 3% Cashback Reward of \$51.5995 will be rounded down to \$51.59).
 - The Rewards Progress Tracker can be accessed at any time by the patron via the rewards inventory section or in the Betslip when placing a qualifying wager.
- Patron Restrictions & Eligibility - This reward system is exclusive to patrons in "good standing" with Tipico, which reserves the right to preclude or prohibit any patron from the Tipico Rewards program.
- Any qualifying wagers cancelled or voided pursuant to Tipico's House Rules will not be counted towards the patron's progress in the Rewards Progress Tracker.

- Only real money wagers will count as toward the Tipico Rewards bonus.
- Qualifying real money wagers on Sportsbook games and event continually fluctuate based on Tipico's system, but the minimum odds requirement is dynamic and will display in the Progress Bar Tracker in real time. Once a qualifying real money wager has been placed with the displayed minimum odds requirement, those odds will remain until Progress Bar Tracker has been fully satisfied (i.e., "filled up").
- Claiming Reward – Upon the patron satisfying and fulfilling the wagering requirements, the reward will be made immediate available and is withdrawable without a play through requirement.

12. Account Activity.

- a. You may view Your Gaming Account statement detailing Your activity in Your Gaming Account, "Transaction Histories" section.
- b. Your Gaming Account will be considered "Dormant" if it is inactive for a period of twelve (12) consecutive months. We will provide email notice to the email address registered to the Gaming Account, advising that any funds remaining and any pending wagers will be forfeited. We will provide You with email notification thirty (30) days prior to such action being taken.
- c. If You are temporarily disconnected, for example due to loss of internet connection, the Tipico application or Website will show an offline pop-up window which will offer guidance to trouble-shoot the potential issues.

13. Dormant Accounts.

- a. A "Dormant Account" means a Tipico Gaming Account, which has had no patron initiated activity for a period of one year.
- b. Your Gaming Account will be considered "Dormant" if You have do not log into Your account for a period of twelve (12) consecutive months and either (i) place a cash wager or bet via the Services, or (ii) make a deposit as applicable. All Dormant Accounts will be closed by Tipico. We will provide email notice to the email address registered to the Gaming Account, advising that any funds remaining and any pending wagers will be subject to forfeiture to the State of New Jersey. We will provide You with email notification at least sixty (60) days prior to Your account becoming Dormant.
- c. Funds remaining in Dormant Accounts will be disposed of in accordance with N.J.S.A. 5:12-95.24.

14. Prohibited Activities; Suspicious Activity; Fraud:

- a. You agree not to do the following when using the Sites or Services ("Prohibited Activity"):
 - i. Register or attempt to register a Gaming Account using another person's personal data;
 - ii. Provide Your Gaming Account user name and password to any other person or

entity;

iii. Allow others to access and use Your Gaming Account;

iv. Use Your Gaming Account or the Services for any purpose other than personal use;

v. Wagering manipulation or payment fraud;

vi. Conduct, or attempt to conduct, fraudulent, unlawful or unauthorized activity including, but not limited to unlawful betting activity and payment methods;

vii. Use or attempt to use any software-assisted methods, techniques or hardware to participate or manipulate of Our Sites or Services;

viii. Use automated computerized software or other equivalent mechanisms to automatically place bets;

ix. Betting on all possible outcomes or opposite sides of an event;

x. Abuse or misused any Bonus offer or promotion offered by us; or

xi. Use or attempt to use the Services or Sites in any way that violates federal, state or international law or regulations.

b. We may monitor or review Your Gaming Account for Prohibited Activities or suspicious gaming transactions including but not limited to unusual frequency or patterns, use of non- public information, automated bets, influence an events, multiple accounts, bets made in concert with others, use of masking devices or other technology to hide location, and any other activity We reasonably believe is suspicious ("Suspicious Gaming Activity"). We reserve the right to investigate any such activity and suspend Your Gaming Account, including any withdrawals, and cancel any bets, during such investigation. We reserve the right to withhold any funds in Your Gaming Account and seek to recover from You any losses suffered by us that are in any way connected to Suspicious Gaming Activity.

c. We reserve the right to suspend or close Your Gaming Account, void any or all bets, and take any other measures We deem reasonably appropriate if We believe You have or have attempted to conduct a Prohibited Activity or Suspicious Gaming Activity, defrauded us, violated the Terms or the Agreement, or otherwise engaged in or attempted to engage in any other illegal or dishonest activity in connection with Your access or use of the Services or Sites.

d. You agree to indemnify and pay us all costs, charges, liabilities or losses We sustain including any direct, indirect or consequential losses, any loss of profit and loss of reputation, arising directly or indirectly from such activity, whether or not unlawful, and whether or not We notified You that such activity was unacceptable. We are also obligated to refer the matter to the proper law enforcement or regulatory authority if We reasonably believe You are engaged in illegal or fraudulent activity while using the Services or Sites.

15. Account Suspension:

a. You can take a temporary break at any time by suspending Your account access for a period of time ("Deactivation Period"), the minimum Deactivation Period being 72 hours. If Your account remains suspended or inactive for more twelve (12) consecutive months, however, it will be considered Dormant (See Section 2K above). During the Deactivation Period, You will have limited access to Your Gaming Account to withdraw funds and view account details, but You will not be able to make any deposits or place bets. Past and pending bets that are valid and do not violate the Terms remain unaffected by such temporary suspension. The Deactivation Period ends automatically after the specified period. However, You can reactivate Your Gaming Account at any time before this period expires. You can also set gaming limits for Your Gaming Account by adjusting the corresponding settings in Your Gaming Account.

b. To temporarily suspend Your Gaming Account or set gaming limits, You must contact Customer Service or go into Your Gaming Account settings.

c. Self-exclusion. You can also place Your name on the DGE's self-exclusion list for a period of twelve (12) consecutive months or sixty (60) consecutive months. You can do so on the DGE Self- Exclusion Registration Page here: <https://www.njportal.com/dge/selfexclusion>. While Your name is included in the DGE's self-exclusion list, You will not be permitted to use Your Gaming Account or open another Gaming Account. Any open bets will be cancelled, and funds paid to you.

d. Closure of Account by You. You are entitled to close Your Gaming Account and terminate this Agreement for any reason. If You wish to terminate this Agreement, please state so explicitly by contacting the Customer Service upon closing Your Account, otherwise the Account closure will not be considered as termination. All pending bets at the time of termination of Your Gaming Account will remain valid unless doing so would be a violation of this Agreement or applicable laws or regulations.

e. Closure of Account by Us: TO THE FULLEST EXTENT OF THE LAW, WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR GAMING ACCOUNT IF ANY OR THE FOLLOWING OCCURS (OR WE REASONABLY BELIEVE IT WILL OCCUR): (1) YOU DECLARE BANKRUPTCY (2) YOU ARE IN MATERIAL BREACH OF THIS AGREEMENT, (3) YOU COMMITTED (OR ATTEMPTED TO COMMIT) A FRAUD AGAINST US OR A THIRD-PARTY USING THE SERVICES OR SITES OR OTHERWISE USED THE SERVICES OR SITES FOR UNLAWFUL, UNFAIR, OR IMPROPER PURPOSES, (4) YOU IMPROPERLY DENY ANY DEPOSITS OR CAUSE CHARGEBACKS, (5) WE ARE INSTRUCTED TO BY A LAW ENFORCEMENT OR REGULATORY AGENCY OR COURT, OR (6) IF ADVISED BY Our LEGAL COUNSEL TO DO SO. IF ANY OF THE ABOVE EVENTS OCCUR, WE MAY WITHHOLD YOUR GAMING ACCOUNT BALANCE, AND RECOVER FROM YOUR GAMING ACCOUNT THE AMOUNT OF ANY WITHDRAWALS, WINNINGS OR BONUSES AS NECESSARY AND IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

Compensation.

1. YOU AGREE TO COMPENSATE US, IN FULL, FOR ANY COSTS, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEY' S FEES) WHICH WE, TIPICO NJ LLC, TIPICO USA TECHNOLOGY LLC, OUR AFFILIATES, OR TIPICO GROUP INCUR RELATED TO, OR ARISING OUT OF, YOUR BREACH OF THIS AGREEMENT AND ITS TERMS.

Intellectual Property.

1. The term "Tipico" and any other marks used by us are the trademarks, service marks and/or trade names of Tipico and its parents, its subsidiaries or associated companies. All material contained on or used by us on the Sites, including but not limited to the text, software, scripts, graphics, photos, sounds, music, videos, interactive features images, pictures, animations, audio, text (collectively "Content") and any intellectual property rights in and to any of the same are owned by or licensed to us and subject to copyright and other intellectual property rights. The copyright material, service marks, trademarks, Content and any other intellectual property of Tipico may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without Our prior written consent. All rights not expressly granted in and to the Content, Site and the intellectual property are reserved by Tipico.

Limited License.

1. We grant You a limited, non-exclusive, non-transferable, non-sublicensable right to install and use any software or program (collectively "Software") made available by us for use of Our Services and Sites and all content derived from such Software and in accordance with this Agreement and its Terms. You agree not to, or attempted to, copy, extract, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or access, in whole or in part, any of the Software, the information or data of the Site, or the source code to create derivate works or, sell, assign, lease, sublicense, transfer, distribute or grant a security interest in, or make the Software, the Site or its information or data available to any third party. You will be solely liable for any damages, costs or expenses incurred by us arising out of or in connection with the commission of any of these activities.

Arbitration; Waiver of Class Action.

1. Binding Arbitration. Excluding those disputes identified in the "Notices and Complaints" section of this Agreement, the Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the Services or Sites, in any way, including but not limited to the validity, applicability or interpretation of this Agreement, will be resolved by binding arbitration. The arbitration will be conducted before a single arbitrator in Hudson County, New Jersey, in accordance with the then governing rules and procedures of the American Arbitration Association ("AAA"), including its Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Any award rendered by the arbitrator will be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of any forum, state or federal, having jurisdiction. The arbitrator will not have authority to award any incidental, indirect, special, or consequential damages, including, but not limited to, damages for lost profits. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. 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.

2. Waiver of Class Action. EACH PARTY EXPRESSLY WAIVES THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. All proceedings, whether in arbitration or litigation, will be conducted in their individual capacity only. The Parties agree that each may bring claims against each other only in their individual capacity and not as plaintiff or class member in any purported class or representative proceeding.

3. Notwithstanding anything to the contrary, the Parties may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its respective intellectual property rights, including patents, copyrights, moral rights, trademarks, and trade secrets.

Governing Laws and Jurisdiction.

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to conflict of law principles.

2. THE PARTIES EACH WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY. For any claims that are not subject to arbitration, the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of New Jersey for settlement of any disputes or matters related to or arising out of this Agreement or use of the Sites or Services and waive any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to such proceedings and claims and agree that such claims will only be brought in the United States District Court for the District of New Jersey or the New Jersey State Court in Hudson County, New Jersey.

3. If any part of this Agreement is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which will remain valid and enforceable according to their terms. The rights and remedies provided by this Agreement and its Terms are cumulative and do not exclude any other rights or remedies available in law.

4. Nothing in this Agreement will create or be deemed to create a partnership, joint venture, or principal agent relationship between You and us and neither Party has the authority to bind the other in any way unless expressly provided herein.

Limitation of Liability.

1. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT:

a. TIPICO AND ITS PARENTS AND OTHER AFFILIATED ENTITIES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "TIPICO GROUP") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SERVICES OR SITES EVEN IF YOU OR ANYONE ELSE ADVISES US OF THE POSSIBILITY OF SUCH DAMAGES.

b. UNLESS EXPRESSLY PROHIBITED BY LAW, IN NO EVENT WILL TIPICO

GROUP' S TOTAL LIABILITY TO YOU OR ANY RELATED THIRD PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO TIPICO'S ACTS OR OMISSIONS, THE AGREEMENT, INCLUDING BUT NOT LIMITED TO YOUR ACCESS, USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES AND SITES, ANY DEFECTIVE FEATURE, FUNCTION, OR COMPONENT OF THE SERVICES, ANY INCORRECT OR INACCURATE INFORMATION PROVIDED, ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR DATA, ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, AND FOR ALL OTHER MATTERS RELATING TO THE SERVICES OR AGREEMENT EXCEED THE TOTAL DOLLAR AMOUNT YOU DEPOSITED IN YOUR GAMING ACCOUNT IN THE TWELVE (12) MONTHS PRIOR TO YOUR CLAIM.

c. YOUR ACCESS TO THE SERVICES AND SITES INCLUDING THE DOWNLOAD OR INSTALLATION OF ANY SOFTWARE RELATING TO THE SERVICES, USE OF THE SERVICES OR ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TIPICO IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, CELLULAR PHONE, DEVICE, TABLET OR OTHER HARDWARE USED TO ACCESS THE SERVICE, THE SOFTWARE CONTAINED THEREIN, OR ANY OTHER EQUIPMENT OR TECHNOLOGY USED FOR THE SERVICES.

d. TIPICO GROUP IS NOT LIABLE FOR ANY ACTS OR OMISSIONS MADE BY ANY THIRD PARTIES INCLUDING YOUR INTERNET SERVICE PROVIDER, TELECOMMUNICATIONS PROVIDER, PAYMENT PROCESSORS AND FINANCIAL INSTITUTION.

e. TIPICO GROUP IS NOT LIABLE TO YOU FOR ANY ERRORS, MALFUNCTIONS, VIRUSES, BUGS, COMMUNICATIONS FAILURE, OR OTHER FAILURES RELATING TO THE SITES AND SERVICES WHICH RESULT IN LOSS, CORRUPTION, OR MISCALCULATION OF DATA, WINNINGS OR OTHER AMOUNTS (COLLECTIVELY "ERRORS"). ALL BETS IN QUESTION AND PAYMENTS IN RELATION THERETO ARE VOID. TIPICO MAY TAKE ANY OTHER ACTION DEEMED NECESSARY IN ITS SOLE DISCRETION TO CORRECT SUCH ERRORS. IF ANY SUCH ERROR RESULTS IN OVERPAYMENT TO YOU, YOU SHALL NOT BE ENTITLED TO RECEIVE OR RETAIN SUCH OVERPAYMENT. IF YOU FAILURE TO REPAY SUCH OVERPAYMENT, TIPICO, IN ITS SOLE DISCRETION, MAY DEDUCT AN AMOUNT EQUAL TO SUCH OVERPAYMENT FROM YOUR ACCOUNT, SET OFF SUCH AMOUNT AGAINST ANY WINNINGS OWED TO YOU, OR TAKE ANY OTHER ACTION NECESSARY TO COLLECT SUCH OVERPAYMENT AS PERMITTED BY APPLICABLE LAWS AND REGULATIONS.

f. TIPICO GROUP WILL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS RELATING TO PAYMENT PROCESSING BY A THIRD PARTY OR FINANCIAL INSTITUTION.

g. TIPICO GROUP IS NOT LIABLE TO YOU FOR ANY MODIFICATIONS, SUSPENSIONS, OR DISCONTINUANCE OF ANY THIRD PARTY SOFTWARE USED BY USE.

h. IF YOU ARE DISSATISFIED WITH THE SERVICES, SITES OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

NOTHING IN THESE TERMS WILL OPERATE TO EXCLUDE ANY LIABILITY FOR

DEATH OR PERSONAL INJURY CAUSE BY TIPICO'S NEGLIGENCE, FRAUD, OR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION.

1. You agree to indemnify, defend and hold Us, Tipico USA Technology LLC, Our affiliates, Tipico Group and Our and their 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.

Warranties.

1. YOU EXPRESSLY AGREE THAT Our SERVICES AND SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TIPICO GROUP EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES AND THE SITES, INCLUDING THE SOFTWARE USED THEREIN, 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, INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE OR HARDWARE. YOU ACKNOWLEDGE THAT THE SITE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, SYSTEM MAINTENANCE, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURES OF US OR OTHER THIRD-PARTIES AND WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING SITE USE AND AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE.

2. NO ADVICE OR INFORMATION, FROM US OR ANYONE ELSE AT TIPICO GROUP DIRECTLY TO YOU OR THROUGH OR FROM THE SITES OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Assignment.

1. We reserve the right to transfer, assign, sublicense or pledge this Agreement or the Policies, in whole or in part, to any person without Your consent and 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.

Severability.

1. If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Third Party Rights.

1. A person who is not a party to this Agreements has no right to rely upon or enforce any Term of this Agreements except where expressly state or where such right exists under applicable law.

Provisions for Prohibited Persons and Excluded Persons.

1. You acknowledge that We are a United States company and operate under a Transactional Waiver issued by the DGE. As such, We are: (i) prohibited from providing services to certain "prohibited persons" pursuant to applicable law, regulations or 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.

Entire Agreement, Modification, Amendments

1. You agree to be bound by this Agreement, as modified and amended from time to time. We may amend the Terms of this Agreement at any time and for any reason. Any amendments or modification will take effect once accepted by You. If You do not accept such amendment or modification, You will be prevented from using the Services until the updated Agreement is accepted by you. For changes deemed non-material and approved by the DGE, an acknowledgment is not required, and your continued access or use of the Services following any amendments to this Agreement constitutes your acceptance of this Agreement as amended. It is your sole responsibility to review this Agreement and any revisions thereto each time You use the Services. If You do not wish to accept the amended or modified Terms, You may terminate Your account but will have no other recourse toward us. Your continued use of the Services following notification of changes, or for non-material changes, Your continued use of the Services following the approval of such changes by the DGE and update to this Agreement, will be deemed a binding acceptance of the changes.

Additional Terms For Use of Services and Sites

1. By using the Sites and Services, You are agreeing to the Terms set forth in Our other Policies and You agree to use the Sites and Services in accordance with these additional terms.

Force Majeure

1. Our failure to comply with any Terms

of this Agreement due to an earthquake, hurricane, fire, flood, government action or decree, war, civil disorder, terrorism, disease, virus, natural disaster or other act of God, or any other similar events that are beyond Our reasonable control will not be considered a breach of this Agreement.

Privacy

1. In addition to this Agreement, You agree to be bound by Our Privacy Policy which is incorporated into and made part of the Agreement. You expressly acknowledge and agree that any disputes related to the Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability and dispute resolution provisions contained in this Agreement.

Notices and Complaints

1. If You have any complaints or disputes, or need to contact us for any other reason, You must contact Our Customer Service team in writing as soon as is reasonably practicable following the date of the original transaction to which the claim or dispute refers. Complaints may be emailed to help@tipico.us or mailed to Tipico NJ LLC, 33-41 Newark St., Floor 3, Hoboken, New Jersey 07030, United States. We will investigate and respond to all complaints within 5 calendar days of receipt. You agree to exhaust all reasonable means available and follow any complaint resolution procedures We put in place to resolve any complaints. If We are unable to resolve the problem after you've exhausted all reasonable means and followed all procedures put in place by us, You can submit Your complaint to the DGE <https://www.nj.gov/oag/ge/docs/InternetGaming/IgamingDisputeForm.pdf>

2. Tipico will attempt to resolve any patron disputes with You and You have the right to contact the DGE regarding Your complaint. However, Tipico will directly notify the DGE of complaints that cannot be resolved to Your satisfaction and which are related to patron accounts, settlement of wagers, and/or illegal activity.

Cheating or Collusion

1. 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"). You acknowledge that We will take measures to detect and prevent the use of such programs and AI using

methods (including but not limited to reading the list of currently running programs on a player's computer or device) and You agree not to use any AI and/or any such programs.

CASINO TERMS AND CONDITIONS

GENERAL TIPICO TERMS AND CONDITIONS

The General Tipico Terms and Conditions apply to any activity related to any casino games offered on the Tipico platform, whether such games are provided directly to you by Tipico or through a third party, as well as any activity on or related to the use of the Tipico casino games platform.

Game Results

You fully accept and agree that random number generator (“RNG”) software will determine all outcomes of games on the casino, which includes, but is not limited to, the shuffling and dealing of cards and other events generated on a random basis as required by the Service.

In the event of a discrepancy between the results displayed on Your device and a game’s records on Our server, Our records shall be regarded as definitive.

The output of the applicable random number generator, operated by Us or a third party, is monitored regularly by Tipico to ensure it performs within expected bounds. It is also checked periodically by the Regulators and is accepted and certified by the regulators in accordance with the provisions of the Act.

Prohibited Persons

In addition to the prohibition of persons listed in the Terms of Use, the following persons are not permitted to establish an Internet or mobile casino account or to directly or indirectly use the casino service(s), other than in the course of their employment as provided by any conditions of their employment: (i) the Governor or Lieutenant Governor of New Jersey; (ii) any New Jersey officer or employee or special officer or employee as defined in the Casino Conflicts of Interest Law; (iii) any member of the Judiciary; (iv) any member of the Legislature; (v) any officer of Atlantic City; (vi) any person employed as a casino key employee; (vii) an officer, director, employee, consultant or agent of Us or one of Our affiliates; or (viii) a supplier or vendor of the Us or one of Our Affiliates.

Wagering

A wager is only placed when it is recorded by Tipico. At that time, the amount of the wager will be charged against Your account. All wagers are final. We cannot and will not cancel or refund wagers once they have been confirmed by Us unless the wager is declared void for reasons outlined in this Agreement or as otherwise

directed by the DGE.

The cost of a wager will be deducted from Your account at the time of placing Your wager, no matter when the result is determined. We cannot and will not refund wagers purchased for future plays that have not yet been settled. Any winnings related to such Wagers will be credited to Your account once the play has been settled.

We may cancel, amend, remove or terminate any game at any time in Our sole discretion without notice. If a game is cancelled, amended, removed or terminated in a way that makes it impossible to resolve a wager that You placed, then that game shall be deemed null and void and the wager will be credited back to Your patron account.

If You use an auto-play feature that We may make available on any of Our games, the outcome of any spins prior to pressing the STOP button, including, but not limited to, any spin(s) in progress at the time You press the STOP button cannot and will not be reversed.

Payment of Winnings

Winnings due on wagers placed through Your account will be credited to Your current deposit balance automatically. This update of Your account is not 'proof of win'. If upon manual review there is evidence of fraud, suspicious activity, malfunction, or malpractice, We may void certain or all wagers and winnings and adjust Your account balance accordingly.

We may use a wager multiplier to calculate and accumulate gaming odds and it is therefore possible that for certain games, winnings payouts can be displayed for presentational clarity having been rounded down to two decimal places to the nearest currency unit (i.e. cents (USD)). However, the applicable game providers' servers calculate and record the exact decimal value of the accumulated winnings payouts and customer balances.

Any applicable taxes and fees in connection with any winnings awarded to You are Your sole responsibility. Your use of the Website, and therefore Your acceptance of this Agreement, acknowledges that We will make a Form W-2G or Form 1099-Misc, as applicable, available for Your reporting purposes and You are responsible for regulatory, tax, or any other reporting obligations on any winnings or prizes subject to applicable Federal and States laws regardless of whether or not You receive a Form W-2G or Form 1099-Misc. You also acknowledge that We are required to report certain payments paid to You in accordance with IRS regulations.

We may choose to make available to customers pooled progressive jackpots across networks and services owned and operated by Tipico and its affiliates and/or third parties as approved by the DGE and other regulators, as appropriate. All progressive jackpot winnings will be subject to Our confirmation of the win, by Us and/or Our affiliates and/or third parties, including, but not limited to, a review of System and game functionality and player activity during, prior to, or after the win. Our decision will be final.

We use reasonable measures to ensure that the value displayed as the progressive jackpot in a Game matches the value on Our/Our third party's server. However, it is

the progressive jackpot value on the server that is used when the progressive jackpot is paid out. Discrepancies may arise due to the delay between the value of the initial progressive jackpot being displayed to You and the value of the progressive jackpot that is actually won and paid out. Although unlikely, it is theoretically possible for the progressive jackpot to be apparently won by more than one patron during the delay period discussed in this section. If more than one patron apparently wins a progressive jackpot simultaneously then the patron recorded on our servers and/or our game or service providers' servers as having won the progressive jackpot first shall be the recipient and the subsequent patron(s) shall win the value of the progressive jackpot when reset. In the extremely unlikely event of the server recording more than one progressive jackpot win at exactly the same time, we may share the progressive jackpot equally between the winning patrons.

Errors

In the event of systems or communications errors relating to the generation of any result, bet settlement or any other element of a game, We will not be liable to You as a result of any such errors and We reserve the right to void all related bets and plays on the Game in question.

Malfunction, Misuse and Disconnection

MALFUNCTION VOIDS ALL PAYS AND PLAYS.

We, Our affiliates, agents and licensors accept no responsibility and will not be liable for any loss resulting from delays or interruptions to play due to failure, breakdown, malfunction, interruption of or disconnection from the games server or any other causes over which We or they have no control.

Automatic playing of games by software (including, but not limited to, so called "bots", AI- software and any software used for opponent- filing and automatic betting) or any other manipulation of the games or Your/another customer's account data is not permitted and may (without affecting Our other rights and remedies) result in closure of Your account, closure of all associated accounts, and the cancellation of any outstanding winnings and deposits. Customers that breach this section will not be eligible for reinstatement under different usernames.

If You become disconnected from the game in which You are playing:

in the case where Your input is not required to complete the game, the game shall produce the final outcome as determined by the random number generator and, upon reconnection, the result of the game can be found in Your "My Account" page. If You would like to see a full replay of the disconnected game, please contact Customer Service who can provide you with the full game outcome.

in the case of a cash bet on a slot game, if the session is ended mid-play for any reason, unless the game is resumed within 30 days from the last date of play, we reserve the right to cancel the game and refund the amount of the cash bet remaining in the slot game back to your account.

in the case of a cash bet on a Multistep Game that requires your input to

complete and Gaming Session is ended mid-play (by the user or from a disconnection issue), unless the Gaming Session is resumed within 30 days from the last date of play, we reserve the right to cancel that Gaming Session in consultation with the New Jersey Division of Gaming Enforcement. Cancelled sessions will not be entitled to a refund of the cash bet placed on a Multistep Game.

in the case of a cash bet on any Live Dealer Table Games, these games are subject to the Live Dealer Terms and Conditions set forth in the individual game's help section as it relates to malfunctions, misuse or disconnections.

For the purposes of this clause a 'Multistep Game' means a game where a player is required to place more than one bet on the game or is required to perform more than one action during the game; these games include but are not limited to Blackjack, Poker or Texas Hold'em.

in the case where the Location Service has, at the outset of a playing session, verified the Your physical presence in New Jersey, but, at a later point in the playing session fails to successfully verify Your continued physical presence in New Jersey, the game in progress at the time of the subsequent failed location verification shall produce its final outcome and then Your playing session shall be terminated.

Suspicious Activity

If we determine or suspect that a transaction is suspicious (including, but not limited to, collusion between patrons whether using our systems or other systems) and involves or may involve financial crime, fraud, cheating or irresponsible gaming behavior or breaches any of our policies, including this Agreement, we may retain the amount of that transaction and any other transaction made by you. We shall be under no obligation to provide you with any reasons for doing so. In addition, we may disclose information of such activity (including, but not limited to, any details relating to you) to the DGE, other regulators, and applicable law enforcement or government agencies.

Prohibited Play

Cheating, including the use of any advantage, play betting techniques that Tipico, in Our sole discretion, deems to circumvent or exploit the innate characteristics of a particular casino game by providing an advantage to the player beyond the standard house edge, is strictly prohibited. This includes, but is not limited to, any attempts at card counting, betting on both sides (e.g., red/black, player/dealer), employing strategies such as Martingale, Double- Street Quad, Fibonacci, D'Alembert, Five Quad, or other irregular play.

Irregular play encompasses, but is not limited to, any one or more of the strategies mentioned above or any other play deemed by Tipico to be irregular, specifically as it pertains to, but is not limited to, Craps, Roulette, and Baccarat. If the gameplay on Your account indicates that You are using any betting techniques We disapprove of, Tipico, in Our sole discretion, shall immediately block the account, and funds derived from prohibited play may be subject to forfeiture.

Compliance with Laws

The casino and games therein may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding games and any bets placed on or via games or the casino. We reserve the right to cooperate with law enforcement and other regulatory authorities, in investigating claims of illegal activity on the casino or for other lawful purposes.

General

Where applicable, maximum payouts will be indicated to You in the Rules or elsewhere on the Services. A result of game play which exceeds the maximum payout shall be considered a malfunction.

Promotions and tournaments on the casino will have their own individual terms and conditions which will govern Your participation in the relevant promotion/tournament. Where You are credited with an amount to Your account pursuant to a promotional campaign or competition, unless specified to the contrary within the terms of such promotion or competition, the credited funds may only be used as bonus funds to play Games and cannot be withdrawn as cash. We reserve the right to reclaim bonus amounts credited to Your account if You attempt to withdraw them from Your account. By accepting any prize (including a jackpot) and/or winnings as part of a promotion on the casino, You agree that You will not unreasonably withhold Your consent to the use of Your name (without compensation) for advertising and promotional purposes.

We may, at Our sole discretion and without any requirement to give reasons, exclude any customer from Our services generally and/or from receiving selected promotions and offers introduced by us from time to time.

We reserve the right to refuse or limit any bets or bonuses (for example by setting minimum and maximum amounts which will be set out in Rules, or by setting wagering requirements), or change such limits, at Our sole discretion for any reason whatsoever without any obligation to provide You with notice.

We reserve the right to suspend, discontinue, modify, remove or add to the casino and/or any game at Our discretion with immediate effect and without any obligation to provide You with notice and We will not be liable as a result of any such action.

You shall not interfere, interrupt, attempt to interrupt or attempt to manipulate the operations of the services or the casino or the normal play of any of games thereon. In particular, You will not use or attempt to use any artificial intelligence or player assistance software but will play personally via the interfaces provided by us only. If You become aware that the casino or any game contains any error, You must inform Our Customer Support team, and You agree not to take advantage of any such error. We reserve the right to recover any advantage that You may gain from any error, as well as all costs and expenses in making such recovery.

Your account is personal to you. You shall not allow others to use Your account or to accept any prize or participate in any game. Any person found to have violated this clause will be liable for all losses on the account but will not be entitled to collect any winnings. It is Your responsibility to keep Your password private and secure and You are solely responsible for the security of Your account information and password. You are responsible for any unauthorized use of Your account and/or password. In the event that a third party places a bet or is thought to have placed a

bet from Your account, such bet shall be valid and liability for losses on Your account will lie with you, whether or not You were aware the third party misappropriated Your Account and password information. You agree to notify us immediately if there is any change to Your Account information.

You will not post any unlawful, obscene, abusive, defamatory, threatening or other offensive material on the Services.

We reserve the right to moderate any chat on the casino and remove postings, including those which promote competing services and those which are untrue, derogatory or critical of us, the Services, the casino and/or a game. In addition, You agree to observe and abide by any specific chat rules that We may post on any chat facility from time-to-time.

You understand that You risk losing money while using the casino and playing games and that You use the casino and play games at Your sole risk.

Excluding the payment of valid bets, in no event shall We be liable to you with respect to any and all claims arising from or related to this Agreement or your activities on Our platform, howsoever arising under contract, tort, negligence, breach of statutory duty or in any other cause of action except as provided in the limitations on liability and dispute resolution provisions contained in this Agreement.

If any part of these casino terms and conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these casino terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions of these casino terms and conditions.

Responsible Gaming

Tipico reserves the right, in its sole discretion, to make the determination whether You are interacting with the platform in a responsible way in accordance with company policies and procedures. Tipico shall also permit the authorized account holder to set responsible gaming limits and to self-exclude. Notwithstanding the foregoing, Tipico reserves the right, in its sole discretion, to impose stricter responsible gaming limits than those imposed by the authorized account Holder and exclude such authorized account holder.

General Bonus Terms and Conditions

1. All offers on the Tipico platform ("Offers") are subject to Tipico's Terms and Conditions, House Rules, and Privacy Policy, which can be found on the footer of the application and Website. Additionally, each Offer will have a specific set of Terms and Conditions which can be viewed in combination with that Offer. Additionally, the below Terms and Conditions apply to all Offers on the Tipico platform.
2. Eligibility:
3. In order to utilize an Offer, a user must have or create a Tipico, inclusive of

successful completion of an automated or manual identity verification process ("KYC").

4. A user must opt into an Offer to be eligible for the Offer. Opt-in in constitutes acceptance of that individual promotion's Terms and Conditions.
5. Offers are not available to users who are self-excluded or otherwise prohibited from having an account, wagering, or promotions in the State of New Jersey.
6. Offers are not available to any user under 21 years of age.
7. Tipico reserves the right, in Our sole discretion, to disqualify anyone from the Offer who (i) is suspected of or found to be tampering with the Offer in any way, (ii) breaches these Terms or the Terms and Conditions, (iii) does not participate in the spirit of the Offer or who has shown a history of abusing previous Offers, or (iv) otherwise violates or abuses any aspect of the Offer.
8. Revocation of an Offer:
9. All bonus funds and any winnings from such matched bonus funds will be reclaimed from accounts which are deemed not eligible for the Offer, in consultation with the DGE.
10. You may opt-out of an existing Offer at any point after claiming the Offer on Your My Account page, however all bonus funds in Your account will be forfeited at the time of opt-out, and all wagers placed with bonus funds will be voided. All real money in Your account will remain and is withdrawable, subject to the restrictions and conditions related to withdrawals in this Agreement.
11. Any withdrawal request from Your account of real money while an Offer is active on Your account will constitute opting out of the Offer.
12. Offers may have time limits in which the requirements of the Offer must be met; should the Offer's requirements not be met prior to its expiry, all bonus dollars in Your Tipico account will be forfeited. Real money in Your account will not be impacted.
13. General Offer Terms
14. Offers may have turnover requirements associated with them. Turnover requirements are met with wagers placed with real dollars or bonus dollars the wager meets the criteria outlined in that Offer's Terms and Conditions. Bonus turnover requirements will not be accumulated by wagers placed with real money on wagers that do not qualify for the Offer.
15. Sportsbook Offers may have minimum odds requirements, bet type requirements, sport restrictions, or individual game restrictions, or other requirements or restrictions associated with them. If Your active Offer has such requirements or restrictions, bonus funds will not be available for wagers outside of the requirements or restrictions.
16. For example, if an Offer has minimum odds of -200, You will not be able to place a wager at -300 odds with bonus dollars, and any wager of real dollars on said wager will not count for turnover requirements.
17. Offers may prioritize the order of funds used for placing wagers differently (i.e. bonus funds may be used before real funds, or vice versa). Please ensure You check the Terms and Conditions for the specific Offer You are

opted into for the prioritization of funds when wagering.

18. Casino offers will prioritize the use of real funds prior to bonus funds when placing wagers. All real dollars will be used for wagering before bonus dollars can be wagered.
19. Bonus funds cannot be combined with real funds to place a wager. Real funds must be used before bonus funds can be used to place a wager.
20. Risk-free and low-risk wagers are classified as abuse of this Offer and will void Your participation in this Offer. Risk-free and low-risk wagers are defined as placing a wager on multiple outcomes of the same event that results in less risk to the funds being wagered than the turnover that is counted for the Offer's turnover requirements. Tipico shall determine in its sole and absolute discretion if a wager is risk-free or low-risk.
21. When the turnover requirements of the Offer are met, all funds in the bonus wallet will be released to Your cash wallet and can be withdrawn or used to place wagers.
22. Tipico may make non-material changes to these Terms without notice. Tipico may make changes or cancel these Terms or the Offer if required to do so for regulatory or legal reasons.
23. Offers are not transferable.
24. The user agrees to be bound by these Offer Terms and Conditions and any additional terms and conditions (including eligibility requirements) by participating in any Offer or accepting any benefit from the Offer.
25. Any reference to a time is Eastern Standard Time or Eastern Daylight Time, as appropriate.
26. All Offers are in United States dollars (USD) unless specifically stated otherwise.
27. Users are eligible for one (1) Offer per person, account, household, residence, address (but not a PO Box or business address), internet connection (for example IP address), computer, mobile device and payment method (for example, a specific credit card or bank account).

Casino Bonus Wagering Requirements

1. The wagering requirement of the bonus (turnover) must be met to convert the bonus funds or bonus winnings to cash.
2. Therefore, the requirements specified above means You must wager the amount of the bonus a set number of times before You can withdraw any bonus funds and bonus winnings, which will be noted under bonus balance.
3. Wagering requirements refer to the amount of money You stake during the betting process, relative to the amount of the bonus - otherwise known as the amount 'turned over.'
4. For example, if You were to receive a \$750 bonus, with a 25 times turnover requirement, You will then be required to place wagers to the value of \$18,750 [(\$750 bonus) x 25] before the bonus money and bonus winnings become cashable.

General Casino Wagering Requirement

1. Wagering requirements for turnover contribution by game type:

- Slot games: 100%.
- Table Games (excluding Blackjack): 25%
- Roulette: 25%
- Any other games not listed above 0%

2. For example: a \$10 bet on a slot game listed at 100% will count as a \$10 bet towards meeting the wagering requirements. A \$10 bet on a game listed at 25% will count as a \$2.50 bet towards meeting the wagering requirements.

3. All winnings made with bets from the bonus wallet will be retained in the bonus wallet until the wagering requirements are completed.

4. For clarity, all winnings from bets made with cashable wallet funds (player's own cash) are available for the player to wager or withdraw at any time.

5. If the wagering requirements are not completed within the offer expiry, the entire balance (bonus + bonus winnings) will be removed.

6. If you or someone you know has a gambling problem and wants help, call 1-800-GAMBLER.

Free Bet Terms and Conditions

- A Free Bet is a promotional offer that can only be used for betting on sporting events. Free Bets cannot be used for casino wagering.
- Specific restrictions on selected betting options (e.g., minimum odds and parlay restrictions, etc.) will also apply to Free Bets.
- A Free Bet shall only apply to Individual and Parlay wagers; Round Robin wagers are not included.
- A Free Bet is non-dividable and can only be applied to one (1) bet slip.
- Free Bet winnings are calculated as the value of the Free Bet multiplied by the odds on the betslip, minus the value of the Free Bet (e.g., (Free Bet x Betslip Odds) - Free Bet = Free Bet winnings).
- If a Free Bet wager results in a win, the Free Bet winnings will be credited as real, withdrawable money.
- Any Free Bet wagers settled as "canceled" will be deemed null and will not be reimbursed.
- A Free Bet can only be used one (1) time and will expire if not used within the pre-defined offer period.
- If a Free Bet wager does not settle during the offer period, the Free Bet will be forfeited.

- In the event of a tie or dead heat, the Free Bet wager will be considered a loss.
- Available Free Bets can be found on the “My Rewards” page. Free Bets can be applied to a betslip through a toggle option on the betslip itself.