

## Terms of Service

**DATE LAST MODIFIED on August 28, 2024.** The Terms of Service is an agreement between you and SpinX Games Ltd. (or "COMPANY") that governs your use of our Site, Applications and Service. For purposes of these Terms of Service, "COMPANY" shall mean SpinX Games Ltd., its partners, parent companies, subsidiaries, licensees, licensors and affiliates, including Grande Games Ltd. and Beijing Bole Technology Co., Ltd. (collectively, also referred to herein as "we", "our" or "us").

### 1. Acceptance of Terms

THESE TERMS OF SERVICE ("TERMS") ARE A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "YOUR") AND THE COMPANY (AS DEFINED ABOVE). BY DOWNLOADING, INSTALLING ANY OF OUR APPLICATIONS ("APPLICATION") AND USING IT IN CONNECTION WITH SERVICES PROVIDED BY US OR OTHERWISE ACCESSED THROUGH THE USE OF AN APPLICATION (SUCH SERVICES AND THE APPLICATION COLLECTIVELY, THE "SERVICES") YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SERVICE. YOU ALSO AFFIRM THAT YOU HAVE READ AND UNDERSTAND OUR PRIVACY POLICY.

IMPORTANT NOTE: These Terms contain a Dispute Resolution and Arbitration Provision, including a Class Action Waiver, that affects your rights under these Terms and with respect to any dispute you may have with the COMPANY. You and the COMPANY agree to submit disputes to a neutral arbitrator and not to sue in court in front of a judge or jury, except in small claims court. Please see Section 18 below for details.

You may opt out of the binding individual arbitration and class action waiver as provided below.

COMPANY reserves the right, in its sole discretion, to modify or change these Terms at any time by posting the changes on or within the Application or other parts of the Service. Your continued use of the Service following the posting of such changes constitutes your acceptance of the revised Terms. COMPANY may use reasonable commercial efforts to provide notice of material changes to you. If the modified Terms are not acceptable to you, your only recourse is to discontinue your use of the Service. You agree that COMPANY may change any part of the Service, including its content, at any time or discontinue the Service or any part thereof, for any reason, without notice to you and without liability.

### 2. Privacy

You acknowledge and agree that COMPANY will collect from you and your device, use, and share certain personal information as described in our posted Privacy Policy for the respective Services. By accessing and using our Services, you agree that you have read and acknowledge such Privacy Policies.

### 3. Eligibility

To use the Service, you must be a natural person, at least 18 years old, who is assigned to the e-mail address associated with your registration. At our sole discretion, we may require proof that you meet this condition in connection with your use of the Service. Failure to comply with this condition will result in the closing of your Account and the loss of all Virtual Items (including Loyalty Points) (each as defined below) accumulated through your use of the Service.

### 4. License

To use the Service, you must have a device that is compatible with the Application. COMPANY does not warrant that the Application will be compatible with your device. If you decide to use the Service, subject to your agreement and compliance with these Terms and the Privacy Policy, COMPANY hereby grants you a non-exclusive, non-transferable, revocable license to install and use an object code copy of the Application for one registered account on one device owned or leased solely by you. COMPANY also grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited scope license to access and use those portions of the Service that are not part of the Application. Use of the Service shall be solely for your own, private, non-commercial entertainment purposes

and for no other purpose whatsoever. If the Service or any part thereof is determined to be illegal under the laws of the jurisdiction in which you are situated, you shall not be granted any license to use the Application or any other part of the Service, and must refrain from using it. You may not: (i) modify, disassemble, decompile or reverse engineer the Application; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Application to any third party or use the Application to provide time sharing or similar services for any third party; (iii) make any copies of the Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Application, features that prevent or restrict use or copying of any content accessible through the Application, or features that enforce limitations on use of the Application; or (v) delete the copyright and other proprietary rights notices on the Application. You acknowledge that COMPANY may from time to time issue upgraded versions of the Application, and may automatically electronically upgrade the version of the Application that you are using on your device, but that COMPANY has no obligation to do so. You consent to such automatic upgrading on your device, and agree that the terms and conditions of these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Application or any copy thereof, and COMPANY and its third party licensors or suppliers retain all right, title, and interest in and to the Application (and any copy of the Application). Standard carrier data charges may apply to your use of the Application.

## **5. Virtual Items**

From time to time during your use of the Service, you may have the opportunity to “earn”, “buy” or “purchase” (a) virtual in-game items; or (b) virtual in-game points, including but not limited to virtual coins, cash or points, all for use in the Service (together with virtual in-game items, “Virtual Items”). You do not in fact “own” the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real points or its equivalent. Rather, by “earning”, “buying” or “purchasing” Virtual Items, you are granted a limited license to use the software programs that manifest themselves as the Virtual Items. The purchase and sale of such limited licenses to use Virtual Items is a completed transaction upon redemption of the applicable payment and shall under no circumstances be refundable, transferable or exchangeable including, without limitation, upon termination of your Account, termination of these Terms, and/or the discontinuation of the Service, except as required by law. COMPANY prohibits and does not recognize any purported transfers of Virtual Items effectuated outside of the Service, or the purported sale, gift or trade of anything that appears or originates in the Service, unless otherwise expressly authorized by COMPANY in writing. Accordingly, you may not sublicense, trade, sell or attempt to sell in-game Virtual Items for real money, or exchange Virtual Items for value of any kind outside of a game, without COMPANY’s written permission. Any such transfer or attempted transfer is prohibited and void, and will subject your Account to termination. You acknowledge and agree: (a) that COMPANY may change the price of Virtual Items at any time, without notice, for any reason or for no reason, (b) that the amount of virtual points necessary to obtain certain Virtual Items may fluctuate, and (c) that COMPANY has no liability to you for any changes in the price of such Virtual Items and/or the amount of virtual points necessary to obtain Virtual Items. COMPANY reserves the right, without prior notification, to limit the quantity of the Virtual Items you can purchase and/or to refuse to allow you to purchase such Virtual Items. You acknowledge and agree that COMPANY shall have no liability for loss of Virtual Items due to any unauthorized third party activity, such as hacking, phishing, password mining, social engineering, and/or any other unauthorized third party activity. COMPANY may replace such lost Virtual Items at its sole discretion on a case-by-case basis, without incurring any further obligation or liability. COMPANY owns, has licensed, or otherwise has rights to use all of the content that appears on or in the Service. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Service, including without limitation the Virtual Items therein, whether “earned” in a game or “purchased” from COMPANY.

## **6. Loyalty Points**

You may have the opportunity to accumulate “Loyalty Points” through your use of the Service. Loyalty Points are virtual in-game points that you can use to “purchase” other Virtual Items within the Service. As with all Virtual Items, you do not in fact own the Loyalty Points you accumulate and the amounts of any Loyalty Points you accumulate do not refer to any credit balance of real currency or its equivalent. Rather, by “earning”, “buying”, or “purchasing” Loyalty Points, you are merely granted a limited license to use the software programs that manifest themselves as the Loyalty Points. In the event COMPANY encounters issues with the game that impact the accumulation of Loyalty Points and/or the redemption of Rewards, COMPANY reserves the right to correct any such errors.

## **7. Accumulating Loyalty Points**

You may accumulate Loyalty Points by taking certain actions while using the Service. For example, you may earn Loyalty Points by

posting your in-game achievements to your social media account, "liking" certain aspects of the Service, playing the games for a specified duration, or participating in certain in-game offers. The foregoing list is solely for purposes of example and explanation and is not meant to be exclusive or exhaustive. Loyalty Points are NOT and WILL NOT be awarded or earned in any way related to or based upon the outcome of any game you play during your use of the Service.

#### **8. Using Loyalty Points**

You may exchange your accumulated Loyalty Points for in-game Virtual Items in the Service. You may also exchange your Loyalty Points for Rewards in the "Rewards" area of the Service. In order to redeem a Reward, you must have a valid account connected with the Application. The first time you exchange your Loyalty Points for Rewards, you will be asked to provide your name and e-mail address. The name you provide must match the name that appears on a government-issued identification belonging to the person who has accumulated the Loyalty Points through his/her use of the Service.

Once you have exchanged Loyalty Points for a Reward, you are said to have "purchased" that Reward. After purchasing your Reward, you will have a limited period of time in which complete a "redemption process" by following a defined "redemption method." Redeeming a reward that has been purchased in the Service secures that reward for your specific use at a particular time. When the redemption process is complete, you may then "use" the reward. A Reward is considered "used" at the moment when it is consumed.

#### **9. Inactive Accounts**

If you do not use your Account by logging in using the Service at least once every 30 days, your Account will be deemed inactive. You can, at any time, reactivate your Account by logging in and using the Service. When an Account has been deemed inactive, COMPANY may, at its own discretion, expire any Loyalty Points accumulated by you. Once your account is deemed inactive, any Rewards which have been purchased but not yet redeemed may also be expired at the discretion of COMPANY.

#### **10. Third Party Providers of Goods and Service**

Our Partners reserve the right, in their sole discretion, to change, amend, suspend, cancel, or terminate any program they offer or any aspects and/or terms and conditions thereof, in whole or in part, at any time, with or without notice and for any or no reason. You hereby agree that COMPANY shall have no liability to you as a result of such action by a Partner.

#### **11. Termination**

COMPANY may terminate or suspend your Account (including, but not limited to, suspending your ability to purchase, redeem or consume Rewards) and/or your access to Service (including, but not limited to, restricting your ability to use the Application) at any time, including for breach of these Terms or otherwise, without notice and without liability to you. Upon any such termination, your access to the Service, including all User Content (as defined below) and Virtual Items, will be disabled and you will lose any Loyalty Points that you have accumulated. COMPANY shall have the right, but not obligation, to store any User Content subsequent to any such termination. You may cancel your Account at any time by discontinuing your use of the Service and/or the Application. COMPANY is in no way liable to you for the effects of any termination or cancellation on your use of the Service or the Virtual Items you have accumulated.

#### **12. User Content and Feedback**

The Service may include various forums, blogs, and chat rooms where you and other users can post your observations and comments on designated topics ("User Content"). COMPANY cannot guarantee that other users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential do not post it on the Service. COMPANY IS NOT RESPONSIBLE FOR ANY USER'S USE, MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION POSTED IN ANY FORUMS, BLOGS AND CHAT ROOMS INCLUDING, WITHOUT LIMITATION, YOUR USE, MISUSE, OR MISAPPROPRIATION, OR ANY INFORMATION A USER MAY PROVIDE TO ANY SERVICE PROVIDER OR OTHER USERS. By making available any User Content through the Service, you hereby grant to COMPANY a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content only on, through or by means of the Service. COMPANY does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You acknowledge and agree that you are solely responsible for all User Content that you

make available through the Service. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or that you have all rights, licenses, consents and releases that are necessary to grant to COMPANY the rights in such User Content as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or COMPANY's use of the User Content (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

COMPANY may or may not regulate User Content and provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted on the Service. You acknowledge that chats, postings, or materials posted by users are neither endorsed nor controlled by COMPANY, and these communications should not be considered reviewed or approved by COMPANY. By using the Service, you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You are solely responsible for your activities in connection with User Content and you agree that COMPANY will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

COMPANY reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Service with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, COMPANY shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law. COMPANY welcomes and encourages your feedback, comments and suggestions for improvements to the Service ("Feedback"). You may submit Feedback using the contact information provided on the Site. You acknowledge and agree that all Feedback will be the sole and exclusive property of COMPANY and you hereby irrevocably assign to COMPANY and agree to irrevocably assign to COMPANY all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, trademark, moral rights and other proprietary or intellectual property rights therein. At COMPANY's request and expense, you will execute documents and take such further acts as COMPANY may reasonably request to assist COMPANY to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

### **13. General Rules of Conduct and Usage**

You represent and warrant that you have full right and authority to use the Service and to be bound by these Terms. You agree that you will comply fully with all applicable laws, regulations, statutes, ordinances, and the Terms herein. You undertake that you shall not defraud, or attempt to defraud, COMPANY or other users, and that you shall not act in bad faith in your use of the Service. If COMPANY determines that you do act in bad faith in violation of these Terms, or if COMPANY determines that your actions fall outside of reasonable community standards, COMPANY may, at its sole discretion, make adjustments to the number of Loyalty Points associated with your Account, terminate your Account and/or prohibit you from using the Service. By way of example, you specifically agree that you shall not:

- Download the Application, create an Account or access or use any part of the Service if you are under the age of 18;
- Use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals;
- Use the Service for any commercial purpose or for the benefit of any third party or in a manner not permitted by these Terms;
- Access, tamper with, or use non-public areas of the Service, COMPANY computer systems, or the computer systems of our providers and partners;
- Attempt to probe, scan, or test the vulnerability of any COMPANY system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by COMPANY or any of our providers or any other third party (including another user) to protect the Service or any part thereof;
- Attempt to use the Service on or through any platform or service that is not authorized by COMPANY;

- Post, upload, publish, submit, provide access to or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- Interfere with the ability of other users to enjoy using the Service, including but not limited to, disrupting the COMPANY's game environment, or taking actions that interfere with or increase the cost to provide the Service for the enjoyment of other users;
- Engage in any act that conflicts with the spirit or intent of the Service, including but not limited to, manipulating or circumventing game policies, game rules or these Terms;
- Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or the computers of other users of the Service;
- Send any unsolicited or unauthorized advertising, promotional materials, e-mail, junk mail, spam, chain letters or other form of solicitation;
- Create false personas, multiple identities, multiple Accounts, set up an Account on behalf of someone other than yourself or otherwise attempt to override or avoid any Loyalty Points or Rewards limits or restrictions established by COMPANY and/or any Rewards Partner;
- Obtain or attempt to obtain passwords or other private information from other users of the Service, including but not limited to, personally identifiable information or financial information;
- Upload or transmit (or attempt to upload or to transmit), without COMPANY's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats, 1×1 pixels, cookies or other similar devices;
- Develop, distribute, use, or publicly inform other members of cheats, automation software, bots, hacks, mods or any other unauthorized third party software or applications;
- Exploit, distribute or publicly inform other users of the Service of any game error or bug which gives users an unintended advantage;
- Use Virtual Items in a manner that violates these Terms, including transferring or selling Virtual Items or fraudulently obtaining or acquiring Virtual Items or other products or services;
- Sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any Virtual Items associated with your Account to anyone without COMPANY's written permission;
- Access or use an Account or Virtual Items that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without COMPANY's permission;
- Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- Violate any applicable law or regulation;
- Attempt to interfere with, intercept or decipher any transmissions to or from the servers for the Service;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Service; or
- Encourage or enable any other individual or group to do any of the foregoing.

#### 14. Intellectual Property Ownership

The Service and all content thereon or therein are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, COMPANY and its licensors exclusively own all right, title and interest in and to Service and all content thereon or therein, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. You agree that you shall not:

- Modify, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service without COMPANY's explicit, prior written permission;
- Use, display, mirror or frame the Service, or any individual element within the Service;
- Use the intellectual property of COMPANY, or any COMPANY licensor, to adapt, modify or create derivative works based on such intellectual property;
- Rent, lease, loan, trade, sell/re-sell access to the Service or any information therein, in whole or part; or
- Use or reproduce any COMPANY licensor, or third party trademark or logo without the prior express written consent of the owner of such trademark or logo.

#### 15. Links to Third Party Sites

The Service may contain links to third-party websites or resources that are not owned or controlled by COMPANY. You acknowledge and agree that COMPANY is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. COMPANY does not control nor does it review, research, verify, validate or approve the third-party sites to which the Service may be linked. Such links, therefore, do not imply any endorsement by COMPANY of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### 16. DMCA Notice

If you are a copyright owner or an agent thereof and believe your work is the subject of copyright infringement on the Service, you may submit a notification of claimed infringement under the Digital Millennium Copyright Act ("DMCA") by providing notice to COMPANY's Designated Agent the following information:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed.

COMPANY's Designated Agent for claims of copyright infringement can be reached as follows: by e-mail at [intellectualproperty@spinxgames.com](mailto:intellectualproperty@spinxgames.com) or by mail at: SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong.

You acknowledge that if you fail to comply with substantially all of the above requirements of this section your DMCA notice may not



be valid and we may not be able to remove infringing content.

Please also note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### **17. Updates to the Site and Service; Maintenance**

You acknowledge and agree that COMPANY may update the Service with or without notifying you. COMPANY may require that you accept updates to the Service and you may also need to update third party software from time to time in order to receive the Service. COMPANY conducts maintenance work on its system from time to time. A portion, or sometimes all, of the features of the Service will not be available during maintenance periods. All problems encountered during the use of the Service, including those with regard to your Account, can be reported to COMPANY when the problem is encountered [privacy@spinxgames.com](mailto:privacy@spinxgames.com).

#### **18. Dispute Resolution and Arbitration**

If you live in the United States or another jurisdiction that allows you to agree to arbitration, you and COMPANY agree that all Disputes, as defined below, between you and COMPANY will be settled by binding arbitration, unless otherwise provided herein.

This agreement does not apply (1) if you are a resident of any jurisdiction which prohibits this arbitration agreement, (2) if you opt out of this arbitration agreement as described in section (e) below, or (3) to certain types of Disputes described in section (e) below. Please read this provision carefully.

##### **a. Purpose & Disputes Covered**

This Dispute Resolution and Arbitration Provision ("Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you (including anyone acting on your behalf, asserting your rights, or seeking damages or losses incurred by you) and COMPANY.

Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit and proceed in court to a jury trial, and instead agree to submit their disputes to a neutral third person (or arbitrator) for a binding decision. In the absence of an arbitration agreement, you may otherwise have a right or opportunity to bring claims in court, before a judge or jury, and/or participate in or be represented in a case filed in court by others (including, but not limited to, class actions or representative actions). Arbitration replaces the right to go to court. Except as otherwise provided herein, by agreeing to these Terms, you waive your right to litigate claims in court and waive the right to have your claims heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorneys' fees).

You have the right to opt-out of this Provision as described in section (e) below. If this is the first time you have agreed to any version of these Terms, and you opt out in accordance with section (e), below, you would retain your right to litigate your disputes in a court, either before a judge or jury. However, if you have previously consented to arbitrate (i.e., if you already agreed to a prior version of these Terms without opting out), then you may only opt out of the revised arbitration procedure contained herein, and the arbitration procedure in the most recent version of the Terms that you agreed to will govern.

For the purpose of these Terms, including this Provision specifically, "Dispute" means any dispute, claim, or controversy between you and COMPANY regarding any aspect of your relationship with COMPANY, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" shall include any Dispute brought by any individual purporting to act on Your behalf or any individual or actor who purports to seek damages, recovery, or relief for injury associated with or suffered by you. "Dispute" is to be given the broadest possible meaning that will be enforced.

##### **b. Agreement to Arbitrate / Waiver of Right to Jury Trial**

YOU AND COMPANY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT, IN ACCORDANCE WITH THIS PROVISION. YOU AND COMPANY

FURTHER AGREE THAT YOU ARE EACH WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

You understand and agree that by entering into this agreement you and COMPANY are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and COMPANY might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

**c. Class Action Waiver**

YOU AND COMPANY AGREE THAT, UNLESS THE MASS ARBITRATION EXCEPTION SET FORTH IN SECTION 18(F) APPLIES, YOU AND COMPANY MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION, MASS ACTION, COLLECTIVE ACTION (WHERE DAMAGES, LOSSES, OR INJURIES ASSOCIATED WITH YOU AND OTHER INDIVIDUALS OR ENTITIES ARE CONSOLIDATED IN A SINGLE ACTION), OR ON A REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU AND COMPANY EACH AGREE THAT YOU AND COMPANY ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING.

Except as otherwise provided in this Provision, the arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, private attorney general action, or any type of action where you seek recovery on behalf of, for the benefit of, or of amounts lost or spent by a third-party) unless both you and COMPANY specifically agree to do so following initiation of the arbitration. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim(s).

Notwithstanding any other provision of these Terms or the rules of the arbitration provider, disputes regarding the interpretation, applicability, or enforceability of this Class Action Waiver may be resolved only by a court and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then that claim or particular remedy (and only that claim or particular remedy) shall be severed from any remaining claims and/or remedies and may be brought in a court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other claims or remedies to the fullest extent possible.

If you choose to pursue your Dispute in court by opting out of this Provision, as specified in section (e) below, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Services can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements below.

**d. Pre-Arbitration Claim Resolution**

For all Disputes, whether pursued in court or arbitration, and including Mass Arbitrations as defined herein, you must first give COMPANY an opportunity to resolve the Dispute, and during such resolution process, both you and the COMPANY agree to participate in good faith. You must commence this process by providing written notification to:

- **For all United States users:** SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115.
- **For all other users:** SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong

That written notification must include (1) your name, (2) the address of your place of residence, (3) a written description of your Claim, (4) identification of the Application or service at issue, (5) your numerical User ID for each Application or service at issue, (6) a description of the Dispute, which must identify any Application or service used by you, the dates of the events giving rise to the Dispute, and the specific facts underlying your Dispute; and (7) the specific relief you seek, including the amount of any monetary demand. If COMPANY does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in



arbitration. You may pursue your Dispute in a court only under the circumstances described below.

**e. Exclusions from Arbitration/Right to Opt-Out**

Notwithstanding the above, you or COMPANY may choose to pursue a Dispute in court and not by arbitration if (i) the Dispute qualifies, it may be initiated in small claims court; or (ii) YOU PROVIDE THE COMPANY WRITTEN NOTICE OF YOUR DESIRE TO OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Arbitration Opt-Out Notice"). To opt-out of these arbitration procedures, you must provide written notification to:

- **For all United States users:** SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115.
- **For all other users:** SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong

Your written notification must include (1) your name, (2) your address, (3) your numerical User ID for each SpinX Application at issue; and (4) a clear statement that you do not wish to resolve disputes with COMPANY through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with COMPANY. If you do not provide COMPANY with an Arbitration Opt-Out Notice within 30 days from the date that you first consent to these Terms, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clause (i) above.

Additionally, notwithstanding the above, You and the COMPANY reserve the right to bring an action in any court of competent jurisdiction to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of its intellectual property, services, and products.

**f. Arbitration Procedures – United States Users**

If this Provision applies and the Dispute is not resolved as provided above ("Pre-Arbitration Claim Resolution") either you or COMPANY may initiate arbitration proceedings. The parties may appoint a single arbitrator by mutual consent; otherwise, JAMS, [www.jamsadr.com](http://www.jamsadr.com), 1-800-352-5267, will administer the arbitration of all Disputes, and the arbitration will be conducted before a single arbitrator. Unless the parties agree otherwise, the arbitrator must be an attorney licensed to practice law in California with at least ten years of experience in commercial law. The arbitration shall be commenced as an individual arbitration. Unless both you and the Company agree in writing, the arbitrator shall have no authority to consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Except as provided in Section 18(c) above, all issues shall be for the arbitrator to decide, including the scope and enforceability of this agreement to arbitrate, as well as any dispute related to its interpretation, applicability, or formation, including any claim that all or any part of it is void or voidable. However, a court has exclusive authority to enforce the Class Action Waiver. Likewise, a court has exclusive authority to enjoin any arbitration proceedings that do not comply with these Terms, including Section 18 specifically.

You and the Company agree that the JAMS Comprehensive Arbitration Rules & Procedures, the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases, and the JAMS Mass Arbitration Procedures and Guidelines shall apply to any arbitration, except that You and the COMPANY agree that a Mass Arbitration is defined as 25 or more similar Demands for Arbitration filed against the same Party or related Parties by individual Claimants represented by either the same law firm or law firms acting in coordination. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision shall govern in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration. Because the Services and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes.

- **Arbitration Award** – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will not have the power to award to any claimant any damages on behalf of, for the benefit of, incurred by a third party or relief for any harm on behalf of, for the benefit of, or incurred by a third party. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- **Location of Arbitration** – The seat of the arbitration shall be San Francisco, California, but, unless contrary to law, both You and the COMPANY shall have the right to participate in any arbitration hearing or other proceeding remotely via videoconference or telephone. When required by law, the arbitrator shall be authorized to convene a hearing in a different location, and in such instances and only to the extent required by law, COMPANY will pay the cost of the arbitrator’s travel. For any user who lives more than 50 miles from the location of the arbitration, COMPANY will pay the user’s reasonable cost of travel, as determined by the arbitrator, to any in-person hearing, in the event the user chooses to attend the hearing in person.
- **Payment of Arbitration Fees and Costs** – Unless otherwise provided herein, each Party shall pay its own arbitration filing fees and arbitrator’s costs and expenses. Unless otherwise provided herein, You are responsible for all fees and costs that You incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.

**g. Arbitration Procedures – Users Outside the United States**

For Disputes between the COMPANY and users who are not residents of the United States that are not resolved through the Pre-Arbitration Claim Resolution procedures set forth above, either you or COMPANY may initiate arbitration by submitting the Dispute to the Hong Kong International Arbitration Centre (“HKIAC”) for arbitration. Such arbitration shall be conducted exclusively in Hong Kong, at HKIAC, in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration. The appointing authority shall be HKIAC. The language to be used in the arbitral proceeding shall be English. In such arbitration before HKIAC, this Agreement shall be construed in accordance with and governed by the laws of Hong Kong, regardless of choice of laws or conflicts of laws.

The arbitral award is final and binding upon both parties and the award shall be rendered in the English language pursuant to the laws of Hong Kong. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

**h. Severability**

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

**i. Continuation**

This Provision shall survive this Agreement, the termination of your Account (if applicable), and/or your access to or use of the Service.

**19. Disclaimer of Warranties**

The Service (including the Application) and all content thereon or therein are provided “as is”, without warranty of any kind, either express, implied or statutory. Without limiting the foregoing, COMPANY our partners, and our and their respective affiliates, subsidiaries, officers, directors, employees, agents and licensors (collectively, the “COMPANY Parties”) explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. The COMPANY Parties make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. The COMPANY Parties make no warranty regarding the quality of any products, services or content obtained through the service or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through service.

You are solely responsible for all of your communications and interactions with other users of the Service and with other persons with whom you communicate or interact as a result of your use of the Service. You understand that COMPANY does not screen or inquire into the background of any users of the Service, nor does COMPANY make any attempt to verify the statements of users of the Service. The COMPANY Parties make no representations or warranties as to the conduct of users of the service or their compatibility with any current or future users of the service. You agree to take reasonable precautions in all communications and interactions with other users of the service and with other persons with whom you communicate or interact as a result of your use of the service, particularly if you decide to meet offline or in person. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers and as a result the disclaimers of this section

## 20. **Limitation of Liability**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the service, including the application, remains with you. Neither the COMPANY Parties nor any other party involved in creating, producing, or delivering the service will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage or system failure, the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms or from the use of or inability to use the service, or from any communications, interactions or meetings with other users of the service or other persons with whom you communicate or interact as a result of your use of the Service, whether based on breach of warranty, breach of contract, tort (including negligence), product liability or any other legal theory, and whether or not the company parties have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

In no event will the COMPANY Parties' aggregate liability arising out of or in connection with these terms or from the use of or inability to use the services, any part thereof, or any content exceed five hundred dollars (\$500). The limitations of damages set forth above are fundamental elements of the basis of the bargain between COMPANY and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

## 21. **Indemnity**

You agree to indemnify, save, and hold the COMPANY Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms, any of your User Content, or any breach of the representations, warranties, and covenants made by you herein. COMPANY reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify COMPANY, and you agree to cooperate with COMPANY's defense of these claims. COMPANY will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. You agree that the provisions in this Indemnity section will survive this Agreement, the termination of your Account (if applicable), and/or your access to or use of the Service.

## 22. **Additional Mobile Application Terms**

The following additional terms and conditions apply with respect to any Application that COMPANY provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

You acknowledge that these Terms are between you and COMPANY only, and not with Apple, Inc. ("Apple").

Your use of the iOS App must comply with Usage Rules set forth in Apple's then-current App Store Terms of Service.

COMPANY, and not Apple, is solely responsible for our iOS App and the services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the iOS App to conform to any warranty.

You agree that COMPANY, and not Apple, is responsible for addressing any claims by you or any third party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.

You agree that COMPANY, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You agree to comply with all applicable third party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).

You agree that Apple and Apple's subsidiaries are third party beneficiaries to these Terms as they relate to your license to use the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third party beneficiary thereof.

The following additional terms and conditions apply with respect to any application that COMPANY provides to you designed for use on an Android-powered mobile device (an "Android App"):

You acknowledge that these Terms are between you and COMPANY only, and not with Google, Inc. ("Google").

Your use of the Android App must comply with Google's then-current Google Play Terms of Service.

COMPANY, and not Google, is solely responsible for the Android App, the services and content available thereon and the support and maintenance thereof. Google has no obligation or liability to you with respect to the Android App or these Terms.

### **23. SMS Terms and Conditions:**

To join Jackpot Wins' SMS chat based support program, text the keyword JOIN to the 10DLC number provided to opt-in!

Message frequency varies. Message and data rates may apply.

For additional help, reply HELP or call us at "+1(315) 282-8343" for more assistance.

To discontinue receiving messages, reply STOP to any message.

Carriers are not liable for any delayed or undelivered messages.

### **24. Controlling Law and Jurisdiction**

To the extent these Terms allow you or COMPANY to initiate litigation in a court, other than for small claims court actions, you and COMPANY agree to the exclusive jurisdiction of and venue in the state and federal courts located in San Francisco, California. You and COMPANY each hereby waives any objection to jurisdiction and venue in such courts. Any litigation in a court that arises out of, or is in any way related to, enforcing Section 18 of these Terms shall take place in a state or federal court located in San Francisco, California.

Except as provided in the "Dispute Resolution and Arbitration Provision" (above), these Terms, your use of the Services, and all claims or causes of action (whether in contract, tort, or statute), that may be based upon, arise out of, or relate to these Terms, shall be governed by and enforced in accordance with the laws of the State of California, including its statutes of limitation, without regard to its conflict of laws provisions. If you reside in a country in which this clause is prohibited by law, this section does not apply to you.

### **25. Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between COMPANY and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between COMPANY and you regarding the Services.

### **26. Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by COMPANY (i) via e-mail (in each case to the address that you provided by your Facebook Login) or (ii) by posting to the Service. Notices sent by email will be effective when we send the email, and notices we provide by posting to the Service will be effective upon posting. For all United States users, any notices or other communications permitted or required hereunder by you, shall be in writing and addressed to: SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115. For all other users, any notices or other communications permitted or required hereunder by you, shall be in writing and addressed to SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong. Any notices that you provide without compliance

with this section shall have no legal effect.

#### **27. California Consumer Notice**

Under California Civil Code section 1789.3, California users are entitled to the following consumer rights notice: The Service is provided by SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong. If you have a question or complaint regarding the Service, you may contact us via e-mail for Jackpot Wins at [jackpotwins-cs@spinxgames.com](mailto:jackpotwins-cs@spinxgames.com). You may also contact us by writing to SpinX Games Limited, Suite Nos. 6B-7, 19 Floor, China Hong Kong City Tower 3, 33 Canton Road, Kowloon, Hong Kong.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

#### **28. Force Majeure**

In delivering the Services or providing the Applications, COMPANY shall not be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, plague, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

#### **29. Waiver; Severability**

The failure of COMPANY to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of COMPANY. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

THE SECTION TITLES IN THESE TERMS OF SERVICE ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.