TERMS AND CONDITIONS OF USE

SEVEN SEAS CASINO

Revised on January 20, 2026

These Terms and Conditions of Use (these "**Terms**") govern each user's ("**you**," "**your**," or "**user**") access to and use of this SEVEN SEAS CASINO website at www.7seascasino.com (the "**Site**"), any of the SEVEN SEAS CASINO game or apps accessed through the Site or through any mobile applications (the "**Game**"), and any other products, services app, and features the Company offers on or in connection with the Site, the Game or in any mobile applications (hereinafter, all of the foregoing products and services are collectively referred to as the "**7SC SERVICE**").

The Site, the Game and the other LNGs are owned and operated by Flowplay, LLC ("~~**Compan**~~y", "~~**we**~~," "~~**us**~~," "~~**our**~~").

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

THESE TERMS, TOGETHER WITH THE COMPANY'S PRIVACY POLICY (THE "PRIVACY POLICY" OR THE "COMPANY'S PRIVACY POLICY"), ANY GAME CODE OF CONDUCT (AS DEFINED HEREIN) AND ALL OTHER TERMS AND CONDITIONS INCORPORATED BY REFERENCE INTO THESE TERMS BY REFERENCE (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "~~USER AGREEMENT~~") FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE COMPANY. PLEASE READ ALL OF THE PROVISIONS OF THE USER AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCESS AND USE OF THE GAME AND ANY OTHER 7SC SERVICES.

BY CONTINUING TO USE OR OTHERWISE ACCESS THE SITE, THE GAME OR ANY OTHER 7SC SERVICE (INCLUDING WITHOUT LIMITATION STARTING TO PLAY ANY GAMES OR REGISTERING ANY USER ACCOUNT), YOU HEREBY AUTOMATICALLY AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THE USER AGREEMENT (AS DEFINED ABOVE), AS PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF EITHER THE SITE, ANY GAME OR ANY OTHER 7SC SERVICE.

AS SET FORTH IN MORE DETAIL IN SECTION 18 HEREIN, WE MAY CHANGE THE SITE, THE GAME, ANY OTHER 7SC SERVICES, OR THE TERMS AND CONDITIONS OF THE USER AGREEMENT (INCLUDING WITHOUT LIMITATION ANY GAME CODE OF CONDUCT AS DEFINED HEREIN) AT ANY TIME AND IN OUR SOLE DISCRETION. WE WILL POST THE UPDATED VERSIONS ON THE SITE AND YOU WILL BE BOUND BY THAT UPDATE VERSION PLEASE CHECK THIS USER AGREEMENT PERIODICALLY FOR CHANGES.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THE USER AGREEMENT WILL BE ACCEPTED BY THE COMPANY. THUS, IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THE USER AGREEMENT, THEN YOU SHOULD NOT ACCESS OR OTHERWISE USE THE SITE, THE GAME OR ANY OTHER LNG (INCLUDING WITHOUT LIMITATION NOT REGISTERING A USER ACCOUNT).

THE USER AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND THE COMPANY AND YOU SHOULD DOWNLOAD AND PRINT THE ENTIRE USER AGREEMENT (INCLUDING WITHOUT LIMITATION THESE TERMS AND THE COMPANY'S PRIVACY POLICY, AS DEFINED ABOVE) FOR YOUR RECORDS.

PRIVACY NOTICE

ALL USERS ARE DIRECTED TO SECTION 7 OF THIS USER AGREEMENT FOR A LINK TO THE COMPANY'S PRIVACY POLICY. WITHOUT LIMITING THE PROVISIONS OF SECTION 7 BELOW OR ANY OF THE PROVISIONS OF THE COMPANY'S PRIVACY POLICY, A USER'S REGISTRATION FOR A USER ACCOUNT (AS DISCUSSED IN SECTION 3 BELOW) CONSTITUTES YOUR AGREEMENT TO OUR COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION, INCLUDING THE USE OF COOKIES, PURSUANT TO THE COMPANY'S PRIVACY POLICY. PLEASE READ THE COMPANY'S PRIVACY POLICY (SEE SECTION 7 HEREIN) CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT OUR COLLECTION, USE, STORAGE, DISCLOSURE, AND TRANSFER OF YOUR INFORMATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE COMPANY'S PRIVACY POLICY, THEN YOU MAY NOT REGISTER FOR A USER ACCOUNT AND SHOULD NOT USE THE GAME, ANY OTHER 7SC SERVICE OR THE SITE.

ARBITRATION NOTICE.

ALL USERS ARE DIRECTED TO SECTION 16 OF THIS AGREEMENT TO READ THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS THAT GOVERN THIS USER AGREEMENT. YOU ARE HEREBY NOTIFIED THAT, EXCEPT FOR CERTAIN KINDS OF DISPUTES AS MORE FULLY SET FORTH IN SECTION 16, YOU AGREE THAT: (A) DISPUTES ARISING UNDER THIS USER AGREEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION (PURSUANT TO THE TERMS SET FORTH IN SECTION 16), AND THAT BY AGREEING TO THIS USER AGREEMENT (AS SET FORTH ABOVE), YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A

TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING; (B) YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT); AND (C) YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

NOTICE REGARDING YOUR AGE.

BY USING THE GAME OR ANY OTHER 7SC SERVICE, INCLUDING BUT NOT LIMITED TO PLAYING THE GAME, YOU REPRESENT AND WARRANT TO THE COMPANY THAT YOU ARE AN ADULT. "ADULT" MEANS THAT (A) YOU ARE AT LEAST 18 YEARS OLD; AND (B) YOU HAVE REACHED THE AGE OF LEGAL MAJORITY IN THE COUNTRY, STATE, PROVINCE OR LOCALITY ("JURISDICTION") IN WHICH YOU RESIDE. YOU ALSO REPRESENT AND WARRANT THAT YOU ARE PERMITTED UNDER THE APPLICABLE RULES, REGULATIONS, STATUTES, AGENCY OR COURT DECISIONS OR OTHER ACTS OF GOVERNMENT ("LAWS") TO ACCESS AND USE THE GAME, ANY OTHER 7SC SERVICE, THE SITE OR AND ANY CONTENT (AS DEFINED BELOW), AND THAT YOU HAVE NOT PREVIOUSLY BEEN REMOVED OR BANNED FROM ANY GAME, ANY OTHER 7SC SERVICE OR THE SITE OR OTHERWISE BANNED BY THE COMPANY.

1. **Definitions.** The following terms have the following meanings:

1.1 "**Access Right**" has the meaning set forth in Section 2.2.

1.2 "**Account**" or "**User Account**" has the meaning set forth in Section 3 herein.

1.3 "**Adult**" has the meaning set forth above.

1.4 "**Authorized Version of the Game**" has the meaning set forth in Section 3 herein.

1.5 **"Company IP Assets**" has the meaning set forth in Section 10 herein.

1.6 **"Company Server**" means any servers, other hardware, other computer systems or other software applications which are proprietary to or otherwise used by Flow Play to support any Game or other 7SC SERVICE.

1.7 "**Content**" means, collectively, the 7SC SERVICE Content and any User Consent (as such terms are defined herein).

1.8 "**Game**" has the meaning set forth above.

1.9 "**Game Code of Conduct**" has the meaning set forth in Section 2.2 herein.

1.10 "**Game User(s)**" has the meaning set forth in section 2.2. herein.

1.11 "**7SC SERVICE Content**" has the meaning set forth in Section 2.3 herein.

1.12 "**Privacy Policy**" or "**Company's Privacy Policy**" has the meaning set forth above.

1.13 "**Trademark(s)**" has the meaning set forth in Section 6.5 herein.

1.14 "**User Content**" has the meaning set forth in Section 6.1 herein.

1.15 "**User Name**" has the meaning set forth in Section 3.2 herein.

2. The Game; Access Right to Use the Game; Conditions of Use

2.1 General Overview of the Game.

2.1.1 The Game is a livestreaming, multi-user, interactive game environment in which you can access and play different single or multi-user games, and interact with other players directly via live stream or in gaming and non-gaming virtual locations, win virtual chips or currency ("**Currency**," as defined below), and acquire other virtual items. **TO ACCESS AND PLAY THE GAME YOU MUST CREATE A USER ACCOUNT (AS SET FORTH IN SECTION 3) AND DOWNLOAD THE GAME OR OTHER 7SC SERVICE APPS (AVAILABLE ON THE SITE).**

2.1.2 We may also offer contests or sweepstakes ("**Promotions**") via the Game or the Site, which will be subject to additional terms and conditions to which you must agree before entering ("**Promotions Rules**"). Those Promotions Rules are considered part of this User Agreement and therefore part of the binding legal agreement between you and us. Please read any Promotions Rules carefully before you enter one or more Promotions.

2.2 Access Right to Use Game; Account.

2.2.1 For purposes of this User Agreement, the term "**Game User(s)**" mean the individual end user of the Game who has opened an Account and has obtained an Authorized Download of the Game as contemplated by Section 3 herein.

2.2.2 Subject to a user's strict compliance with all of the terms and conditions of the User Agreement and any applicable Game Code of Conduct, Company hereby grants to only the specific individual Gamer User (but to no other individual) who has paid for an Authorized Version of the Game, a personal, limited, non-exclusive, non-sub-licenseable, non-assignable, revocable right to access and use, via the internet, only the particular Authorized Version of the Game, only in the format and version made available by the Company for that Authorized Version of the Game, and only for the sole and limited purpose of permitting that particular Game User to personally play that particular Game for entertainment purposes only, but for no other purposes whatsoever ("**Access Right**").

2.2.3 Each Game User hereby acknowledges and agrees that Game User's Access Right to use and play the Game is hereby explicitly conditioned and subject to the Game User's strict compliance with any and all additional rules or guidelines which may be adopted by the Company from time to time, or at any time, which govern the permissible conduct of all Game Users of the Game and which impose any other conditions or limitation on the permissible ways that Game Users are allowed to use the Game (the "**Game Code of Conduct**").

7SC SERVICE Content; Additional Game User Restrictions.

2.3.1 For purposes of the User Agreement, the following additional terms will have the following meanings:

(i) "**7SC SERVICE Content**" means all words, text, data, images, graphics, games, button icons, trademarks/tradenames (whether or not registered), logos, symbols, music, sounds, videos, software programs, material and any other form of content (in any format known now or in the future) that is contained in, embodied in, related to, arising out of, or otherwise used in association with the Site, Game or any other 7SC SERVICE provided by Company, including any Third-Party Content (as defined below), but excluding the User Content (as defined above).

(ii) "**Third Party Content**" means any and all words, text, data, images, graphics, games, button icons, trademarks/tradenames (whether or not registered), logos, symbols, music, sounds, videos, software programs, material and any other form of content (in any format known now or in the future) that has been provided to Company by a third party (other than the Game User).

2.3.2 You agree that all rights, title and interest, including all intellectual property rights, in and to all 7SC SERVICE Content (including without limitation any Third Party Content contained therein) are owned solely and exclusively by the Company (or, in the case of the Third Party Content, by the licensors of the Third Party Content). All such 7SC SERVICE Content is protected by copyright Laws, trademark laws or other intellectual property laws around the world. Nothing contained in the User Agreement or in any Game or other 7SC SERVICE is intended or will be construed as granting, by implication, estoppel, or otherwise, any right or license to use any 7SC SERVICE Content, except as specifically set forth in the Access Right given to a Game User under Section 2 of this Use Agreement or or otherwise upon the prior express written permission of Company (which may or may not be granted in its sole discretion).

2.3.3 Each User hereby acknowledges and agrees that the foregoing Access Right is further subject to and conditioned as follows:

(i) Company has the right, in its sole discretion, at any time or from time to time, to change, amend, modify, suspend, or discontinue any or all of the features or functionalities of the Game or any other 7SC SERVICE, including without limitation discontinuing Company's support of the entire Game or any other 7SC SERVICE, or any portions thereof (collectively, "**Change or Discontinue Support of the Game**");

(ii) Each User further acknowledges and agrees that, in the event Company exercises it right under this Agreement to Change or Discontinue Support of the Game in any way: (a) the Game and/or any other 7SC SERVICE may not operate or function, in whole or in part; and (b) Company shall not have any obligation or liability to the User in the event Company does exercise it right to Change or Discontinue Support of the Game or any other 7SC SERVICE in any way, including without limitation if such action by Company renders all or any part of the Game or any other 7SC SERVICE Program inoperative or non-functioning.

2.3.4 In addition to any other conditions set forth in this Agreement, the Users agree to the following additional provisions (and the following provisions are further conditions on the User's Access Right):

(i) Users are prohibited from posting, distributing, uploading, storing, transmitting, or otherwise disseminating any data, information, messages, text, works, material or other content (including without limitation any User Content) if the foregoing (in Company's sole determination): (a) is not owned by the User or if the User does not otherwise have the absolute right to use such User Content in association with the Game or any other 7SC SERVICE; (b) infringes on any patent, trademark, trade secret, copyright, right of publicity, or any other intellectual property or proprietary right of any party; (c) is otherwise unlawful, libelous, defamatory, an invasive of privacy or of any publicity rights, harassing, threatening, abusive, inflammatory, obscene, or otherwise objectionable or (d) would violate any other rights of any party, would constitute or encourage a criminal offense, or would otherwise violate or create liability under any laws, statutes, ordinances or regulations anywhere.

(ii) User shall not impersonate any other person or entity or otherwise misrepresent the User's affiliation with a person or entity;

(iii) User will not distribute or publish unsolicited promotions, advertising, or solicitations for any goods, services or money, including junk mail and junk e-mail;

(iv) User will not use the Game or any other 7SC SERVICE for any purposes not authorized by Company or otherwise explicitly prohibited by this User Agreement or any Game Code of Conduct; and

(v) User will not use the Game or any other 7SC SERVICE for any other illegal purpose or any fraudulent scheme or transaction.

2.3.5 Without limiting the generality of any other provisions herein, User further agrees to all of the following additional provisions (and the following provisions are further conditions on the User's Access Right):

(i) Users are prohibited from violating or attempting to violate the security of the Game or any other 7SC SERVICE, the Site, or any Company Servers, including without limiting being prohibited from doing any of the following: (a) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host, or network; (d) attempting to obtain or obtain any data or other content through any means not intentionally made available or provided for by the Game or other applicable 7SC SERVICE; or (e) otherwise violate or attempt to violate any security features, protocols, systems or network security associated with the Game, any other 7SC SERVICE, the Site, or any Company Servers.

(ii) Users are prohibited from sending messages which promote and/or advertise your products or services or sending any other unsolicited messages which are in violation of this User Agreement, including without limitation in violation of the Game Code of Conduct.

(iii) Company has the right to investigate occurrences that may involve any violations of this User Agreement, including without limitation any matters which could involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in any violations. In addition, Company reserves the right to cooperate with any and all law enforcement agencies, including complying with requests for information or disclosures or any warrants, court orders or subpoenas (from any party) and disclosing to law enforcement agencies any information about any User and anything a User does with respect to the Games. By User's use of the Game or any other 7SC SERVICE, the User explicitly authorizes Company to take such action.

2.3.6 For clarity, and for the avoidance of doubt, each User:

(i) is only permitted to use the Game and any other 7SC SERVICE solely in accordance with this User Agreement (including without limitation the Game Code of Conduct); and

(ii) is explicitly prohibited from using the Game and any other 7SC SERVICE: (a) for any purpose other than the lawful entertainment of the individual User; (b) in any way that is prohibited by this User Agreement or by the Game Code of Conduct; (c) in any manner that could damage, disable, overburden, or impair the Game or any other 7SC SERVICE or any Company Servers; or (d) for any unlawful purpose.

2.3.7 In addition to any other rights granted to Company pursuant to this Agreement or in law, Company has the right to immediately:

(i) remove any User Content of a User from the Game or any other 7SC SERVICE which, in Company's sole determination, violates any provision of this User Agreement, any Game Code of Conduct, or any law, statute, ordinance or regulation anywhere; and/or

(ii) suspend or terminate the Access Rights of a User or otherwise terminate this User Agreement for a particular User.

2.3.8 Each User is solely responsible for obtaining and maintaining any equipment or ancillary services needed to access and use the Game or any other 7SC SERVICE.

2.3.9 All rights granted to the User under this User Agreement, including without limitation the User's Access Right to use the Game or any other 7SC SERVICE, will immediately terminate upon the expiration, cancellation or termination of this Agreement for any reason, including without limitation any breach by User of this Section 2 of this Agreement.

3. **User Accounts; Account Information; Other Restrictions Related to Accounts**.

3.1 **User Accounts; Authorized Versions of the Game**

3.1.1 For a user to create a user account ("**Account**" or "**User Account**"), you must (i) select a User Name (as defined below) and an Account password and (ii) provide an email address. Please note that your email address will not be visible to any other users. Your email address and password will be your credentials needed to logon to your Account and play the Game. To make purchases of a Game or other 7SC SERVICE products or services, including Game time, you will be required to provide your credit card information.

3.1.2 IN ADDITION TO ANY AND ALL OTHER TERMS AND CONDITIONS OF USE SET FORTH IN THE USER AGREEMENT, YOU HEREBY AGREE THAT THE COMPANY AND THE USER AGREEMENT ONLY AUTHORIZES AND PERMITS YOU TO USE A GAME OR ANY OTHER 7SC SERVICE SUBJECT TO THE FOLLOWING CONDITIONS : (i) YOU MUST HAVE OPENED A USER ACCOUNT; AND (ii) YOU MUST HAVE PURCHASED, AND FULLY PAID FOR, THE GAME AND/OR GAME TIME THROUGH THE SITE OR ANY OTHER APPLICATION AUTHORIZED AND APPROVED BY THE COMPANY (HEREINAFTER REFERRED TO AS AN "**AUTHORIZED VERSION OF THE GAME**"**).**

3.2 **Additional Terms and Restrictions Regarding User Accounts and Account Information**.

3.2.1 You may make changes to your Account information ("**Account Information**"), including privacy settings, via the "User Settings" function. You are responsible for maintaining the accuracy of all Account information. You may establish only one Account per e-mail address and, as a reminder, a Game and any other 7SC SERVICE is available only to individual, natural persons who are Adults (as defined above in this User Agreement).

3.2.2 You may choose any unique user name for your Game or other 7SC SERVICE as you wish (a "**User Name**"); provided, however, the Company reserves the right to reject any User Names for any reason, including without limitation any User Names that the Company believes, in its sole determination, violates this User Agreement, including without limitation any of the provisions of our Content and Community Rules set forth below in Section 6 herein or any provisions of our Game Code of Conduct (as defined above). You are responsible for maintaining the confidentiality of your password. You may not allow anyone to use your logon credentials to access or use the Game or any other 7SC SERVICE or your Account. You are solely responsible and liable for all activities conducted through your Account regardless who conducts them and for any damage that may result from the use of your Account or logon credentials.

3.3 **Cancellation of Your Account**. You may cancel your Account at any time by sending an email requesting cancellation to **support@7seascasino.com**. We will cancel your Account within 48 hours of our receipt of your request, at which time you will no longer be able to use some or all of the features of the Game or any other 7SC SERVICE and the Company may terminate your Access Right to use the Game or any other 7SC SERVICE. Account cancellation is permanent and irreversible.

3.4. **Termination**. The Company reserves the right at any time for any reason or no reason to suspend or terminate your Account, terminate this User Agreement (including without limitation terminating your Access Right to any Game and any other 7SC SERVICE), and/or refuse any and all current or future use of the Game or any other 7SC SERVICE without notice to you or liability to the Company.

4. **7SC SERVICE "Chips" and Virtual Items**

4.1 **Chips**. The Game includes a component of in-game fictional currency ("**Chips**"), which has no monetary or financial value outside of the Game or the other applicable 7SC SERVICE. Chips are provided free and in unlimited supply for playing the Game. Currency may be used to obtain certain virtual items available in the Game or other applicable 7SC SERVICE ("**Virtual Items**"). Chips and Virtual Items are 7SC SERVICE Content (as defined herein) which we distribute via the Game in the Company's sole discretion and to which you are granted a limited, non-transferable, non-sublicensable, revocable, license to use in accordance with this User Agreement. The Game or other applicable 7SC SERVICE may include opportunities for you to obtain Chips or Virtual Items by completing actions or activities or downloading third-party applications ("**Free Offers**"). Free Offers may be subject to a separate third-party license or agreement. You obtain no property interest in Chips or Virtual Items. Any Chip or Virtual Item balance shown in your Account does not constitute a real-world balance or reflect any stored value, but rather constitutes a measurement of the

extent of the license granted to you by us. While we may use terms like “buy”, “purchase” in reference to Chips or Virtual Items, we do so only for convenience and such terms in no way indicate that Chips or Virtual Items have any monetary value or are real money. Chips and Virtual Items are not redeemable for any sum of money or monetary value from the Company or through any Game or other 7SC SERVICE at any time and does not constitute contractually binding consideration or payment of any kind, including in exchange for your agreement to the User Agreement or your Game play. You agree that the Company has the absolute right to manage, regulate, control, modify and/or eliminate Chips or Virtual Items as it sees fit in its sole discretion, in any general or specific case, and that the Company will have no liability to you based on its exercise of such right. In addition, the Company has no liability for hacking or loss of Chips or Virtual Items, and we have no obligation to reimburse you for any Chips or Virtual Items that are lost due to your violation of this User Agreement.

4.2 **Transfer of Chips or Virtual Items**. Chips and Virtual Items may only be transferred to other users or otherwise solely as described on the Game or other applicable 7SC SERVICE and subject to this User Agreement. Because Chips and Virtual Items have no monetary value, you may not redeem, transfer, sell, purchase, auction, offer or resell Chips or Virtual Items in any manner, including, without limitation, by means of any direct sale, auction service, or other means, outside of the tools provided by the Game or other applicable 7SC SERVICE developed for these transactions, if any. The Company reserves the right to suspend or terminate the Account of any user who sells or transfers Chips or Virtual Items in violation of this User Agreement.

4.3 **Termination and Forfeiture of Chips and Virtual Items**. Chips and Virtual Items are used only for active Game play are terminated or forfeited at the close of each Game, unless we expressly state otherwise. Chips or Virtual Items may also be forfeited if: (i) your Account or access to a Game or any other 7SC SERVICE is terminated or suspended for any reason, in the Company’s sole and absolute discretion; (ii) if the Company discontinues availability of the Game, any other applicable 7SC SERVICE, or the Site; or (iii) if you fail to login to the Game or the other applicable 7SC SERVICE for any ninety (90) day period. The Company reserves the right to remove Chips or Virtual Items from your Account if it determines that they were granted inaccurately or in error or for any other reasons it deems necessary. The Company assumes no responsibility for any malfunction of the Game or the Site, which might result in the loss of Chips or Virtual Items.

4.4 **Discontinuing Operations**. Should the Company decide, in its sole discretion, to discontinue operations and/or take down the Game, any other 7SC SERVICE or the Site, the Company is under no obligation to offer any type of compensation for Chips or other Virtual Items that have been acquired by you. Chips and Virtual Items are solely 7SC SERVICE Content (which are owned by the Company pursuant to this User Agreement) to which users receive a limited right to use, in Company’ss sole discretion, as set forth in this Section.

5. **Online Shopping and Additional Payment Terms**

5.1 **General Payment Terms**. Certain features of the Game or other 7SC SERVICEs may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars. The Company uses a variety of service providers in order to process payments. Your payment information may be stored by the provider, but it may not be stored by the Company. The Company is not responsible for any fees associated with your use of a payment processor.

5.2 **Price**. The Company reserves the right to determine pricing for each Game and other 7SC SERVICE. The Company will make reasonable efforts to keep pricing information published on the Site, or through any other 7SC SERVICE and up to date. We encourage you to check the Game, the other 7SC SERVICEs and/or the Site periodically for current pricing information. The Company reserves the right to change the fees for any feature, or in its sole discretion, make promotional offers with different features and different pricing to any of users of its Games, other 7SC SERVICEs or the Site .

5.3 **Authorization**. You authorize the Company to charge all sums for the orders that you make or select as described in this User Agreement or published by the Company, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, the Company may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

5.4 **Refunds**. Payments for Game time or other 7SC SERVICE products and services are non-refundable. If you are unhappy with your purchase, we may, however, at our sole discretion, refund your payment (in whole or in part), provided you have not used any portion of the features that you purchased. Please remember that you must be an Adult (as defined above in this User Agreement) to access and use any Game or any other 7SC SERVICE, which includes buying any products or services. We may, but are not required to issue refunds for any goods, services or Accounts bought by an individual who is not an Adult.

5.5 **Additional Terms**. We may include additional terms with your purchase, which we will be displayed to you at or near the point of purchase (“**Sales Terms**”). Any Sales Terms are incorporated into this User Agreement by reference and constitute part of the agreement between us.

5.6 **Colors, Dimensions, and Other Details of Products and Services**. We take reasonable efforts to display as accurately as possible any products and services we offer for sale. However, the colors, dimensions, and details that you see on your computer monitor may vary depending on your equipment, so we cannot guarantee that your equipment will accurately display the details of our

products and services. At any time and in our sole discretion, we may amend or add new products and services for additional fees and charges.

6. **User Content; Other Community Rules**

6.1 **User Content; Our Rights to Remove**

6.1.1 We may offer certain features on Games or other 7SC SERVICE, such as in-game chat rooms, bulletin boards or similar multi-user communication features, that authorize you to upload, post or otherwise submit or transmit your name (including any User Name, as defined herein), or certain other legally permissible user-generated messages or content (hereinafter, "**User Content**").

6.1.2 Unless otherwise expressly indicated by us, we are not required to monitor, filter, censor, edit, or regulate any User Content (although we may do so, in our sole discretion). We do not endorse, warrant the accuracy or reliability of, or assume any liability in connection with any User Content. We reserve the right, at any time and in our sole discretion, to permanently or temporarily delete, remove, or modify any User Content, including any User Content that we determine violates this User Agreement, incuding without limitation any Game Code of Conduct.

6.2 **Your License to Company in Your User Content**. If you transmit or otherwise share any User Content via, through or to any Game, any other 7SC SERVICE, the Site, or any email, text, fax, telephone or other through any other means, you hereby automatically grant to the Company a non-exclusive, unrestricted, fully-paid, royalty free, worldwide, perpetual, irrevocable, and fully transferable, assignable and sub-licensable right and license to copy, reproduce, publish, transmit, modify, adapt, translate, display, distribute, sell, license, publicly perform, prepare derivative works based upon, and otherwise use or exploit your User Content throughout the world in any and all media for any purpose. Please note that this license to your User Content does not include a license to your personal information that is governed by any privacy laws.

6.3 **Your Submissions**. The Company likes to hear from you. However, if you email, text, fax, telephone or otherwise contact us, we will automatically consider any information, data, materials or any other content included in or accompanying such submissions as User Content submitted by you and subject to the terms, conditions and restrictions of this Agreement, including this Section 6, even if the User Content contains ideas for improvements to the Game, any other 7SC SERVICE or the Site, or contains any other system designs, plans, techniques or similar User Content. In particular, please note that unless the Company specifically requests them, the Company does not solicit or wish to receive any User Content containing confidential, secret or proprietary information and we do not accept or consider any ideas or suggestions relating to products, services, marketing plans, or any other matters. Also, our receipt of User Content is not an admission by the Company of its novelty, priority, or originality, and it does not impair the Company's right to contest or otherwise challenge existing or future intellectual property rights relating to any User Content.

6.4 **Your User Content Warranty**. You represent and warrant to the Company that you own or otherwise possess all necessary rights in and to all User Content you transmit to us or otherwise use as part of the Game, any other 7SC SERVICE or the Site.

6.5 **Additional Use and Content Restrictions**. You agree that you will not use the Game, any other 7SC SERVICE, or the Site, transmit any User Content, or set up or use any Account to or for:

(i) Any commercial or income-seeking purpose, or for any purpose other than your personal entertainment;

(ii) The transfer, sale, purchase or auction, or offers or acceptance of offer therefor, of any Content, including (without limitation) avatars, character attributes, Virtual Items, Chips, objects, or encourage or induce any other user to participate in such a prohibited transaction outside of the tools provided by the Game, any other 7SC SERVICE or the Site developed for these transactions, if any;

(iii) Transmit any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of commercial or political solicitation, except in those areas of the Game, any other 7SC SERVICE or the Sitethat we may expressly designate for such purposes;

(iv) Violate any Laws, including Laws applicable to online gaming, and including posting User Content that infringes any other person or entity's intellectual property rights, such as copyrights and trademark rights;

(v) Post, transmit or submit User Content that is obscene, defamatory, violent (or inciting others to violence), racist, pornographic, vulgar, offensive, profane, threatening, abusive, that violates any applicable domestic or international Laws or that constitutes hate speech, or that encourages or instructs users as to how to commit any of the foregoing. This includes, but is not limited to, providing instructions on how to assemble bombs or any other weapons, and creating "crush" websites;

(vi) Monitor, gather, obtain, use, access or copy any portion of the Game, any other 7SC SERVICE or the Site, any 7SC SERVICE Content, or any other Content (whether yours, ours or a third-party's) by using any robot, "bot", spider, crawler, spyware, engine, device, software, extraction tool, or any other automatic or manual process of any kind. Content includes lists of users and their personal information;

(vii) Transmit any User Content that contains software viruses, worms, disabling code, worms, time bombs, "clear GIFs", cancelbots, or other computer programming, code or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept, or expropriate any data, information, packets, or personal information, or interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications or other equipment;

(viii) Frame or utilize framing techniques to enclose any Content on any Game or any other 7SC SERVICE (including, without limitation, any images, text, or page layout);

(ix) Use any meta tags or any other "hidden text" utilizing any trademarks, service marks, logos, taglines, trade names, other names, or similar terms (collectively, "**Trademarks**");

(x) Use the Game, any other 7SC SERVICE or the Siteor the services or features made available therebyin any manner with the intent to interrupt, damage, disable, overburden, or impair the Game, any other 7SC SERVICE or the Siteor such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;

(xi) Reverse engineer, disassemble or decompile or otherwise attempt to derive code from any information accessible through the Game, any other 7SC SERVICE or the Site or permit any third party to do so;

(xii) Create or provide any other means through which the Game, any other 7SC SERVICE or the Site may be accessed and/or the Game may be played by others, as, for example, through server emulators, whether for profit or not;

(xiii) Engage in any conduct that results in an Account containing Virtual Items, Chips, avatars or user attributes, rank, or status that are inappropriate for the level or rank of the user or Account, including without limitation to rewrite or modify the user interface or otherwise manipulate data in such a way as to use the Game, any other 7SC SERVICE or the Site to acquire, any of the foregoing without playing the Game. This includes the use of macros or other stored rapid keystrokes, "dupes," "cheats" or other patterns of play that facilitate acquisition of any of the foregoing at an accelerated rate when compared with ordinary Game play;

(xiv) Run or participate in raffles, lotteries, contests, sweepstakes, or chain letters or other pyramid schemes;

(xv) Disguise the origin of any Content, including, without limitation, by forging headers;

(xvi) Impersonate any person or entity, whether actual or fictitious, including, without limitation, a Company representative, or falsely state or otherwise misrepresent your affiliation or association with, sponsorship by, or connection to, any person or entity, including, without limitation, by using Trademarks that you do not have the legal right to use;

(xvii) Modify, obscure, or eliminate any Game, any other 7SC SERVICE or Site frame set, banner advertising, or any other content or information that originates from the Game, any other 7SC SERVICE or the Site;

(xviii) Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Game, any other 7SC SERVICE or the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(xix) Provide links to websites, networks, content, or resources that themselves violate the letter or spirit of this User Agreement, or promote the violation of this User Agreement or make available tools or information whose primary use constitutes a violation of the letter or spirit of this User Agreement; or

(xx) Interfere with the operation or design of any elements that the Game, any other 7SC SERVICE or the Site may add to Users' pages or other personal features or areas of 7SC SERVICE, including, without limitation, toolbars, advertising banners, watermarks, logos, or other messages of any kind.

6.6 **Protecting Yourself**. You acknowledge and agree that, as with information transmitted over the internet, User Content submitted via any Game, any other 7SC SERVICE or the Site, including any multi-user communications, may be recorded and stored, even if not by us, and may be accessible for a long time and to which you may not be able to control access. Because users of any Game, any other 7SC SERVICE or the Site may to some extent remain anonymous or pseudonymous, you may not always know at all times who you are interacting with on the Game, other 7SC SERVICE or the Site. Thus, you should be careful and selective about the User Content and any other information that you disclose about yourself and others on or via any Game, any other 7SC SERVICE or the Site (hereinafter, "**Voluntarily Disclosed Information**"). You hereby acknowledge and agree that the Company is not responsible or liable for any damages or losses suffered by you or others as a result of you disclosing or otherwise sharing any Voluntarily Disclosed Information on or via the Game, other 7SC SERVICE or the Site.

6.7 **Additional Terms Regarding Other Users and User Content of Others**.

6.7.1 You understand and agree that you may be exposed to other User Content of other users of any Game, any other 7SC SERVICE or the Site ("**Other User(s)**") with which you may disagree or that you may find offensive, indecent, or objectionable, or that is inaccurate, misleading, or illegal. You expressly assume and agree to bear any and all risks associated with the use of or access to

any such User Content of Other Users and your exposure to it, including any reliance by you on the accuracy, integrity, usefulness, or completeness of such User Content. We do not warrant or guarantee that User Content of Other Users will not offend you.

6.7.2 With limiting the generality of the foregoing provisions of Section 6.7.1, you further acknowledge and agree that:

(i) all User Content of Other Users: (a) is provided strictly on behalf of that Other User and not as an agent or representative of the Company; and (b) the Other User is solely responsible (and the Company is not responsible in any way) for the accuracy and completeness of the User Content of such Other User; and

(ii) the Company is not responsible or liable for any damages or losses suffered by you arising out of the actions or conduct of any Other User, and if you suffer any damages or losses arising out of any such actions or conduct of any Other User, you will look solely and exclusively to such Other User to recover any such damages or losses

6.7.3 We encourage you to report to us, at support@flowplay.com, any suspected violations of this User Agreement or any other additional rules posted in connection with such activity or service, in particular as they relate to inappropriate behavior or activity in our chat services and other community features.

7. **Privacy Policy.** The Company's Privacy Policy (as such term is defined above) is available at this link: The Company's Privacy Policy is hereby incorporated into this Agreement by this reference and all Users hereby agree to the Privacy Policy. WITHOUT LIMITING THE FOREGOING IN ANY WAY, YOUR REGISTRATION FOR A USER ACCOUNT, DISCUSSED IN SECTION 3 HEREIN, CONSTITUTES YOUR AGREEMENT TO OUR COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION, INCLUDING THE USE OF COOKIES, PURSUANT TO THE COMPANY'S PRIVACY POLICY. PLEASE READ THE PRIVACY POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT OUR COLLECTION, USE, STORAGE, DISCLOSURE, AND TRANSFER OF YOUR INFORMATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF OUR PRIVACY POLICY, THEN YOU MAY NOT REGISTER FOR A USER ACCOUNT AND SHOULD NOT USE THE GAME, ANY OTHER 7SC SERVICE OR THE SITE.

8. **Investigations; Cooperation with Law Enforcement; Termination.** You agree that we may, without any limitation whatsoever: (a) investigate any suspected breaches of security or our information technology or other systems or networks impacting the Game, any other 7SC SERVICE or the Site ; (b) investigate any suspected breaches of this User Agreement or violations of any additional terms, conditions and rules posted in connection with a particular service or feature on the Game, any other 7SC SERVICE or the Site; (c) involve and cooperate with law enforcement authorities in investigating any such matters, (d) prosecute violators of this User Agreement to the full extent of the Law, (e) delete or modify any Content on the site, including any User Content, Chips (as defined in Section 4 herein) or Virtual Items (as defined in Section 4 herein) you may have acquired or submitted through your use of any Game, other 7SC SERVICE or the Site; and (f) discontinue the Game, any other 7SC SERVICE, or the Site or terminate your access to it at any time, without notice, for any reason and without any obligation to you whatsoever.

9. **Note to International Visitors.** The Game, other 7SC SERVICE or Site, and the servers that make them available are located in the United States of America. If you reside in another country, this User Agreement (or certain terms of it, including in the Company's Privacy Policy) may conflict with the laws of your country. The Company makes no representation that the Game, other 7SC SERVICE or the Site is appropriate or available for use beyond the United States of America. If you use the Game, any other 7SC SERVICE or the Site from other locations, you are responsible for compliance with applicable local laws. Although the Company's products and services (including, without limitation, any Game, other 7SC SERVICE or the Site) are available in many parts of the world, the Game, other 7SC SERVICEs or Site may describe products and services that are available only in the United States of America (or only parts of it) and are not available worldwide. In the event of such a conflict, this User Agreement will govern to the extent that it is valid and enforceable under applicable United States laws.

10. **Intellectual Property Rights; Reservation of Rights.**

10.1 **Users Must Respect Copyrights and IP Rights**.

10.1.1 It is Company's policy to respect the copyright and all other intellectual property rights of all parties. Thus, Company has the absolute right to:

(a) immediately terminate the Access Right of any user and this Agreement for any user if, in Company's determination, any User infringes upon the copyright or any other intellectual property rights of others, and /or

(b) remove any User Content from the Game, any other 7SC SERVICE or the Site that, in Company's determination, may infringe the copyright or other intellectual property rights of any third party.

10.1.2 Without limiting the generality of the forgoing in any way, each user hereby represents, warrants and covenants to Company that all of its User Content used by such user via, on or through the Game, all other 7SC SERVICEs and the Site:

(a) is either owned by the user or the User has the absolute right to use that User Content; and

(b) (b) does not infringe any copyright or other proprietary or intellectual property right of any other person or entity anywhere.

10.2 **Company's IP Assets; Reservation of Rights**.

10.2.1 Each user hereby further acknowledges and agrees that, as between Company and the User, Company and/or its licensors solely and exclusively own all rights, title and interest in and to all of the following (hereinafter collectively referred to as the "**Company IP Assets**"):

(a) The Game and all other 7SC SERVICEs and the Site;
(b) All 7SC SERVICE Content (as such term is defined above)
(c) All Trademarks (including without limitation all trademarks, service marks and logos) used or held by Company in association or arising out of the Game, any other 7SC SERVICE or the Site, including without limitation the "Flowplay" trademarks, service marks and logos, and all good will associated therewith (collectively the "**Company Trademark(s)**"); and
(d) All other processes, techniques, patents, images, graphics, content, software, website designs, copyrights, and all other intellectual property rights provided in, made available by using, or otherwise contained in or arising out of, the Game, any other 7SC SERVICEs, the Site, any 7SC SERVICE Content and the Company Marks.

10.2.2 Except for the limited Access Right given to a user pursuant to the explicit terms and conditions of Section 2 of the User Agreement, nothing in User Agreement shall be construed as granting to any user, by implication, estoppel or otherwise, any rights in or license in or to any Company IP Assets. Company reserves without prejudice the right and ability to protect all of its intellectual property rights in its Company IP Assets from any and all unauthorized use by any user, including without limitation any unauthorized use of any Game, other 7SC SERVICE, the Site, or any Company Marks by any user.

10.2.3 In addition to all other conditions in this Agreement, each user agrees that:

(a) Except as expressly permitted by the Access Right given to a user, the user will not copy, display, transfer, distribute, sell, publish, broadcast or otherwise use, any Company IP Assets;
(b) The user shall not modify, disassemble, decompile or reverse translate or create derivative works from any Company IP Asset or otherwise attempt to derive any source code of the same or let any third party do the same;
(c) The user shall not remove, alter, cover or obscure any copyright notices or other proprietary rights notices of Company or any other party placed on or embedded in any Company IP Assets and shall otherwise retain all such notices on all copies of the same;
(d) Use of the Company IP Assets is expressly prohibited by anyone who is not an authorized user under this Agreement and only to the explicit extent permitted by the Access Right in Section 2 of the User Agreement; and
(e) Unauthorized use is a violation of copyright and other intellectual property rights and is actionable under law.

10.2.4 Each user agrees that the terms and conditions of this Section 10 survive the cancellation, expiration or termination of the User Agreement for any reason.

10.3. **Procedure for Alleging Copyright Infringement in compliance with the U.S. Digital Millennium Copyright Act ("DMCA")**. The Company will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("**DMCA**"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via 7SC SERVICE, then send us a written notice that includes all of the following:

- A legend or subject line that says: "DMCA Copyright Infringement Notice;"
- Description of the copyrighted work that you claim has been infringed;
- A URL or a description of where the material that you claim is infringing is located on the Game, the other 7SC SERVICE or the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you

are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
Your electronic or physical signature.

The Company will only receive DMCA notices by mail, e-mail, or facsimile at the addresses below:

By Mail: Flowplay, LLC dba 7SC SERVICE, 1008 Western Ave #300, Seattle, WA 98104

Attention: Legal & Business Affairs

By E-Mail: privacy@flowplay.com

The Company may ~~elect to not respond to~~ DMCA notices that do not comply with all of the foregoing requirements, and 7SC SERVICE may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA. If you have additional questions you may telephone the Company at 206-219-0537.

Repeat Infringers. Our intellectual property policy is to (i) remove or disable access to material that we believe in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Game, any other 7SC SERVICE or the Site; (ii) remove any Content posted to the Game, any other 7SC SERVICE or the Site by "repeat infringers"; and (iii) promptly terminate the accounts of users who are determined to be "repeat infringers." We currently consider a "repeat infringer" to be any user for whom we have received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to content submitted by such user. We have discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon our own determination.

11. **Disclaimers of Warranties**

YOUR USE OF THE GAME, ANY OTHER 7SC SERVICE OR THE SITE IS AT YOUR SOLE RISK AND YOU AGREE TO ASSUME ALL SUCH RISK. THE GAME, ANY OTHER 7SC SERVICE AND THE SITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND/OR CONDITIONS OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO REPRESENTATION OR WARRANTY THAT (A) THE GAME, ANY OTHER 7SC SERVICE OR THE SITE WILL MEET YOUR REQUIREMENTS, (B) THE GAME, ANY OTHER 7SC SERVICE OR THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) YOUR USE OF THE GAME, ANY OTHER 7SC SERVICE OR THE SITE WILL ACHIEVE ANY PARTICULAR RESULT, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE GAME, ANY OTHER 7SC SERVICE OR THE SITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY CONTENT) WILL COMPLY WITH ANY LAW OR MEET YOUR REQUIREMENTS. ANY CONTENT DOWNLOADED AND ANY CONTENT, PRODUCT, OR SERVICE OBTAINED THROUGH THE USE OF THE GAME, ANY OTHER 7SC SERVICE OR THE SITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY CONTENT) IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA AND DAMAGE TO YOUR COMPUTER SYSTEM AND ANY OTHER ITEM THAT RESULTS FROM ANY SUCH ACTIVITY.

COMPANY IS NOT RESPONSIBLE FOR ANY STATEMENT, OPINION, OR ADVICE (OR ANY DAMAGES ARISING FROM THE FOREGOING) MADE BY ANYONE (INCLUDING, WITHOUT LIMITATION, BY ANOTHER GAME USER) OTHER THAN BY AN AUTHORIZED COMPANY SPOKESPERSON SPEAKING IN HIS/HER OFFICIAL CAPACITY.

COMPANY DOES NOT ENDORSE OR VERIFY THE ACCURACY OR RELIABILITY OF ANY STATEMENT, OPINION, OR ADVICE MADE BY ANYONE (INCLUDING, WITHOUT LIMITATION, BY ANOTHER GAME USER) OTHER THAN BY AN AUTHORIZED COMPANY SPOKESPERSON SPEAKING IN HIS/HER OFFICIAL CAPACITY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE GAME, ANY OTHER 7SC SERVICE OR THE SITE WILL CREATE ANY WARRANTY.

THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE YOU ANY ACCESS RIGHT TO THE GAME, ANY OTHER 7SC SERVICE OR THE SITE.. SOME JURISDICTIONS MAY NOT PERMIT THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH, SO SOME OF THE DISCLAIMERS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

12. **Limitation of Liability**

IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ANY OF THEIR OFFICES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY USER OR TO ANY THIRD PARTY FOR , AND WE DISCLAIM ALL LIABILITY, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND ON ANY THEORY OF LIABILITY , RESULTING OR ARISING FROM: (A) ANY USE OR INABILITY TO USE THE GAME, ANY OTHER 7SC SERVICE, THE SITE, ANY OF THE COMPANY IP ASSETS, OR ANY COMPONENT THEREOF; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY CONTENT

GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE GAME, ANY OTHER 7SC SERVICE OR THE SITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR USER CONTENT; (D) STATEMENTS OR CONDUCT OF THE SERVICES OF ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY MODERATOR WHO IS NOT EMPLOYED BY THE COMPANY); OR (E) ANY OTHER MATTER ARISING OUT OF OR RELATING TO THE GAME, ANY OTHER 7SC SERVICE , THE SITE,OR ANY USER CONTENT, USERS, THIRD PARTY CONTENT, OR THIRD PARTIES.

THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THE GAME, ANY OTHER 7SC SERVICE OR THE SITE TO YOU.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE PARTIES AGREE THAT COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE USER AGREEMENT, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE USER FOR THE AUTHORIZED DOWNLOAD OF THE GAME OR OTHER 7SC SERVICE.

SOME JURISDICTIONS MAY NOT PERMIT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH, SO SOME OF THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

13. **Hyperlinks by You to the Game or any other 7SC SERVICE.** Subject to your strict compliance with the User Agreement, the Company grant you a limited, non-exclusive, revocable right to create hyperlinks to the Game, so long as: (a) the links are only to the Game or the Site, (b) the links only incorporate text, and do not use any 7SC SERVICE Content or other Content to which you do not have rights, including any Trademarks, (c) the links and related content on your site do not suggest any affiliation with or sponsorship of FlowPlay or cause confusion among consumers, (d) the links and related content on your site do not portray FlowPlay, 7SC SERVICE, or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and (e) the links and related content on your site are not operated for any commercial purposes.

14. **Links on Game, Other 7SC SERVICE or the Site to and from Other Sites**.The Game, other 7SC SERVICE or the Site may contain links to or from third-party sites ("**Linked Sites**"), including, without limitation, sites operated by advertisers, licensors, licensees, and promotional and business partners of the Company. The Company has no control over the content of Linked Sites, and the Company does not assume any obligation to review any Linked Sites. The Company does not endorse, approve, or sponsor any Linked Sites, or any content, advertising, information, materials, products, services, or other items on or available on or from them, and the Company disclaims all liability in connection therewith. Any activities you engage in connection with a Linked Site is subject to that Linked Site's own privacy policy, conditions of use, and other terms imposed by the operator of the Linked Site and the Company disclaims all liability in connection therewith.

15. **Banners, Advertisements, and Promotions**.We may post banners, advertisements, promotions, and similar content throughout the Game, any other 7SC SERVICE or the Site. Any interactions, correspondence, and business dealings that you have with any advertisers and other third parties found on or through the Game, any other 7SC SERVICE or the Site (including via any Linked Sites, as such term is defined in Section 15 herein) are solely between you and the third party (including, without limitation, issues related to the content of third party advertisements, payments, delivery of goods, warranties, and the like). The Company disclaims all liability in connection with therewith.

16. **Dispute Resolution and Arbitration**

16.1 **Generally**. In the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, and except as described in Section 16(b), you and the Company agree that every dispute arising in connection with this User Agreement will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this User Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this User Agreement.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

16.2 **Exceptions**. Despite the provisions of Section 16.1, nothing in this User Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

16.3 **Arbitrator**. Any arbitration between you and the Company will be settled under the Federal Arbitration Act and the Consumer Arbitration Rules of the American Arbitration Association ("AAA") (collectively, "AAA Rules"), as modified by this User Agreement. The AAA Rules and filing forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator has

exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

16.4 **Notice of Arbitration; Process**. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). Company's address for Notice is: Flowplay, LLC, 1008 Western Ave #300, Seattle, WA 98104. The Notice of Arbitration must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or the Company may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.

16.5 **Fees**. If you commence arbitration in accordance with this User Agreement, the Company will reimburse you for your payment of the filing fee, unless your claim is for more than $10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in King County, Washington, but if the claim is for $10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

16.6 **No Class Actions**.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

16.7 **Modifications to this Arbitration Provision**. If the Company makes any future change to this arbitration provision, other than a change to the Company's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to the Company's address for Notice of Arbitration, in which case your Account with the Game or other 7SC SERVICE will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

16.8 **Enforceability**. If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 19.2 will govern any action arising out of or related to this User Agreement.

17. **Termination of User Agreement and of Use.** Each user agrees that Company has the right, in its sole discretion, to terminate or suspend this Agreement, and/or to terminate or suspend the user's access or use of any Games, any other 7SC SERVICEs, the Site, or any other Company IP Asset for any reason or no reason (including, without limitation, due to a breach of this User Agreement by such User) without notice or liability to you. Upon termination or suspension, regardless of the reasons therefore: (i) user's right to access or use (including, without limitation, the user's Access Right as defined herein) the Game, any other 7SC SERVICE, the Site or any other rights granted to user under this User Agreement will immediately ceases; and (ii) the Company has the right to demand that the user immediately delete all copies of the Game and other 7SC SERVICEs in the user's possession or control.

18. **Changes to this User Agreement or any Game, Other 7SC SERVICE or the Site.** The Company may, in its sole discretion, make changes, amendments, revisions or updates, at any time and from time to time, to any of the terms and condition in this User Agreement (including without limitation any game code of conduct as defined herein), or to any aspects of the Game, any other 7SC SERVICE, or the Site, including, without limitation, any Content, any activities available on the Game, other 7SC SERVICE or Site, or any products or services offered through the Game, any other 7SC SERVICE or the Site (hereinafter collectively referred to as "**Changes**"). Company reserves the right to make these Changes by giving a notice that the Company deems reasonable, both in form and where such notice will be posted or sent, provided, however, the Company reserves the right not to give notice of such Changes to each individual user. **A USER'S CONTINUED USE OF THE GAME, ANY 7SC SERVICE, OR THIS SITE AFTER THE EFFECT DATE OF ANY SUCH CHANGE SHALL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES.** If you have any questions or concerns after reading this, please email Company at support@7seascasino.com.

19. **Additional Provisions**

19.1 **Indemnity**. Upon a request by Company, each user hereby agrees to defend, indemnify, and hold the Company, its affiliates and other subsidiaries, and their officers, directors, employees, agents, business partners, licensors, licensees and other representatives harmless from any and all damages, liabilities, costs, claims, and expenses (including attorney's fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising out of, in connection with, or related to such user's: (a) use, misuse or unpermitted use of the Game, any other 7SC SERVICE, the Site, 7SC SERVICE Content, or any other Company IP Assets; (b) breach or violation of this Agreement; or (c) infringement of any intellectual property or other rights of the Company or any other person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by any user under this provision, in which event the user will cooperate with Company in that action

19.2 **Applicable Law; Disputes.**

19.2.1 This User Agreement, and any and all disputes, issues, controversies or matters arising from or related to this Agreement, any Game, other 7SC SERVICE or the Site, is governed by and construed exclusively in accordance with the laws and decisions of the State of Washington, without giving effect to its choice of law or conflict of law provisions.

19.2.2 Subject at all times to the application of, and the terms and conditions set forth in, Section 17 above (Dispute Resolution and Arbitration) which shall govern all disputes between the parties, you agree that the state and federal courts sitting in Seattle, Washington will be the exclusive forum and situs for the resolution of any and all disputes, issues, controversies or matters (to the extent such disputes, issues, controversies or matters are not, or are no longer, subject to and governed by Section 17 herein) arising from or related to this User Agreement or any Game, other 7SC SERVICE or the Site, and that any such disputes, issues, controversies or matters must be resolved individually, without resort to any form of class action. You hereby consent to personal jurisdiction and venue in Seattle, Washington and service of process by certified mail. If any part of this provision is held invalid or unenforceable, that portion is construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the User Agreement, and the remaining portions remain in full force and effect.

19.3 **Entire Agreement**. This User Agreement, accepted by your first use of the Game, any other 7SC SERVICE or the Site, and further affirmed by creating an Account or submitting Content to any Game, other 7SC SERVICE or the Site, contains the entire agreement between you and the Company regarding the subject matter of this User Agreement (including without limitation the use of all Games, all other 7SC SERVICEs, and the Site) and supersedes all prior agreements and understandings of the parties with respect to that subject matter.

19.4 **Consent to Electronic Communications**. By using the Game, any other 7SC SERVICE or the Site, or by texting or e-mailing us, you consent to receive communications from us electronically, provided such communications are otherwise in accordance with the User Agreement. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via the Game, any other 7SC SERVICE, the Site, by texting, by email, or otherwise, satisfy any legal requirement that such communications be in writing.

19.5 **Remedies**. Each user acknowledges and agrees that monetary damages may not be a sufficient remedy for unauthorized use of the Game, any other 7SC SERVICE, the Site or any other Company IP Assets, and therefore each user hereby agrees that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.

19.6 **Attorney Fees**. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

19.7 **Binding Effect; No Assignment by Users; Permissible Assignment by Company.** This User Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, a user does not have the right to assign this User Agreement or any of its rights to use a Game, any other 7SC SERVICE or this Site, in whole or in part. Any purported assignment by a user in violation of this Section shall be void. Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.

19.8 **Enforcement**. None of the provisions of this User Agreement shall be deemed to have been waived by any act or acquiescence on the part of Company, its agents, or employees, except upon an instrument in writing signed by an authorized employee of the Company . No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the remainder of the Agreement shall continue in effect.

19.9 **Special Notice to California Residents**. If you are a California resident, under California law, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding 7SC SERVICE or to receive further information regarding use of 7SC SERVICE.

19.10 **No Support**. We are under no obligation to provide support for 7SC SERVICE. In instances where we may offer support, the support will be subject to published policies.

19.11 **Special Notice Regarding Apple**. If you are using our mobile application on an Apple device, you acknowledge that this User Agreement is between you and the Company only, not with Apple Inc. ("**Apple**"). Apple has no obligation to furnish any maintenance and support services with respect to the Game, any other 7SC SERVICE, or the Site. If the Company fails to conform to any applicable Apple warranty, you may notify Apple. Apple is not responsible for addressing any claims by you or any third party relating to the Game, any 7SC SERVICE or the Site or your access and use of any Game, any other 7SC SERVICE or the Site, including: (a) product liability claims; (b) any claim that 7SC SERVICE fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Company infringes a third party's intellectual property rights. You agree to comply with any applicable third party terms when accessing or using the Game, any other 7SC SERVICE or the Site. Apple and Apple's subsidiaries are third party beneficiaries of this User Agreement, and upon your acceptance of this User Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this User Agreement against you as a third party beneficiary of this User Agreement. You hereby 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

20. **Contact the Company**. The Game, any other 7SC SERVICE and the Site are offered by the Company, which has an address at the following location: Flowplay, LLC, 1008 Western Ave #300, Seattle, WA 98104. You may contact the Company by sending to that above address or by emailing us at support@7seascasino.com. Any notices to the Company under this Agreement from a user must be sent to the Company by sending to the above address or by emailing to the above email address.