

# TERMS & CONDITIONS

## 1. Acceptance of Terms of Service

These Terms & Conditions (the “**Agreement**” or “**Terms**”) are an agreement between you and DGamble, LLC (“**DGamble**”, “**us**”, “**our**” or “**we**”) and set forth the legally binding terms for your use of [www.bitcoinwolf.com](http://www.bitcoinwolf.com), and any other websites owned by DGamble and successor websites (collectively and individually the “**Site**”), and other interactive properties, including but not limited to any and all mobile websites and applications (the Sites and other DGamble interactive properties are collectively referred to herein as the “**Applications**”). These Terms apply to the services, software, instructional videos, livechats, virtual classrooms, and applications the Applications provide online and goods and services DGamble makes available offline (collectively or individually, the “**Service(s)**”). By accessing the Applications or using the Services you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by its Terms whether or not you become a subscriber to any DGamble goods or services. This Agreement governs the acceptable use of the Services and content accessed through the Applications, and your rights, obligations and restrictions regarding your use of the Services. Please see DGamble’s Privacy Policy found at <http://www.bitcoinwolf.com/wp-content/uploads/2018/04/Bitcoin-Wolf-Web-Privacy-Policy.pdf>, which is incorporated into these Terms by reference, for more information about how we collect, use, and share information about our subscribers and visitors to our Applications.

**Updates to Terms.** DGamble reserves the right to update or change these Terms at any time by posting the most current version of the Terms on the Site with a new Effective Date shown. All such changes in the Terms shall be effective from the Effective Date. Your continued use of the Applications after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Applications and/or Services. Note that special terms or rules may apply to some services offered on the Site or Applications, such as rules for particular promotions, applications or other features or activities. Any such terms are in addition to these Terms. In the event of any conflict or inconsistency between these Terms, our Privacy Policy, or any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Applications or otherwise communicated to users of the Service, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination. Further, the purchase and receipt of certain Services may be conditioned upon your acceptance of and adherence to additional terms and conditions, which are deemed to be incorporated herein.

**Term.** This Agreement will remain in full force and effect while you use the Services. DGamble can suspend or terminate your access to the Applications or Services, in whole or in part, at any time, immediately and without notice. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

**Electronic Form/Communications.** By accessing the Applications or Services, you consent to having this Agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail or by posting notices on the

Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

## **2. Use of the Applications and Services**

**Carrier Charges.** You are responsible to pay carrier data, messaging, and other fees resulting from accessing any Applications. Data and messaging (including SMS text messages) plans may be required to use mobile features of the Applications. Standard data and messaging charges, fees, and taxes from your carrier may apply.

**Personal Use.** The Applications, the content offered in the Applications (“**Content**”) and the Services offered are intended for your personal, noncommercial use in accordance with these Terms. You agree that you will not, unless specifically permitted by us (i) copy, display or distribute any part of the Content or Applications, in any medium, without DGamble’s prior written consent, or (ii) alter or modify any part of the Applications other than as may be reasonably necessary to use the Applications for their intended purpose. You further agree that you will not use any automated devices, such as spiders, robots or data mining techniques to catalog, download, store or otherwise reproduce, store or distribute Content or to manipulate the Applications or Services.

**Investment Risk Warning.** The information available on our website is meant for educational purposes only and in no way is a guarantee of successful investing or an endorsement of investment in any particular product or investment in cryptocurrencies generally. We recommend that you review our Cryptocurrency Investment Risk Warning found at [file:///C:/Users/David/Downloads/DGamble,%20LLC-%20Cryptocurrency%20Investment%20Risk%20Warning.DOCX\(2\).pdf](file:///C:/Users/David/Downloads/DGamble,%20LLC-%20Cryptocurrency%20Investment%20Risk%20Warning.DOCX(2).pdf) and conduct independent research before deciding to invest in the volatile cryptocurrency markets. By use of this website, you hereby waive any and all claims against DGamble arising from, in any way, investment in cryptocurrencies and losses stemming therefrom.

**Permission to Reprint.** Requests to use the Content for any purpose other than as permitted in these Terms & Conditions should be directed to <http://www.bitcoinwolf.com/wp-content/uploads/2018/04/terms-of-use.pdf>.

**No Interference.** You will take no action to interfere with, interrupt, destroy or limit the functionality of the Applications or any computer software or hardware or telecommunications equipment. You may not use the Applications or Services in any manner that could damage, disable, overburden, or impair any DGamble server, or the network(s) connected to any DGamble server, or interfere with any other party’s use and enjoyment of any Applications or Services. You may not attempt to gain unauthorized access to any Applications or Services, other accounts, computer systems or networks connected to any DGamble server or to any of the Applications or Services, through hacking, cracking, distribution of counterfeit software, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Applications or Services. You may not reverse engineer, decompile or disassemble any software accessed through Applications or Services, including any proprietary communications protocol used by DGamble.

**Modification to Services.** DGamble has the right to modify the Applications and Content at any time in its sole discretion. Except as otherwise set forth in a separate contract for a specific Service, your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of DGamble in providing its products, services, Content or any Services is to stop using the Services as set forth herein.

**Accurate Information.** For purposes of identification and billing, you agree to provide DGamble with accurate, complete, and updated information required when making any purchase, including your name, email, delivery address, and applicable payment information (e.g., credit/debit card number, email address, and expiration date) (collectively, “**Billing Information**”) and provide DGamble and its third-party payment processor express authorization to charge said fees at the time of purchase or renewal. Failure to comply with this provision (including without limitation falsification of any Billing Information) may, at DGamble’s option, result in immediate suspension or termination of your right to use the Services.

**Payment.** If you make a purchase, we will process payment for such purchase using the Billing Information you provide for the term of Services you select. You agree to pay DGamble all charges at the prices then in effect for your use of the Services using the payment method from the choices accepted by DGamble, and any applicable taxes, and you authorize DGamble to charge the card you provide (your “**Payment Card**”) through your chosen Payment Card provider for the Services. You agree to pay the purchase price as set forth on any offer you accepted, applicable taxes, and other charges incurred on your account. In the event DGamble cannot charge the Payment Card, we reserve the right to bill you. All prices are in US Dollars and do not include Internet service provider, telephone, and other connection charges. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts will be the responsibility of and paid for by you.

**Account Updates.** If your Payment Card expires you are responsible for updating your Billing Information. Account updates should be made online via at <https://www.bitcoinwolf.com>. You agree that DGamble may continue charging your Payment Card for any use of the Service unless you provide new Billing Information to DGamble.

**Unauthorized Use.** You are responsible for promptly updating your Billing Information in the event of any known or suspected unauthorized use of your Billing Information, including loss, theft, or unauthorized disclosure of your Billing Information.

**Payment Method.** The terms of your payment will be determined by agreements between you and the financial institution, credit/debit card issuer or other provider of your chosen Payment Card (the “Payment Card Provider”). If DGamble does not receive payment from your Payment Card Provider, DGamble reserves the right to bill you and you agree to pay all amounts due on your account upon demand.

**Security.** DGamble has implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal

information for improper purposes. You acknowledge that you provide your personal information at your own risk.

**Promotions, Contests and Sweepstakes.** You agree not to discuss the mechanics of any sweepstakes, contests, or similar promotions available on or through the Services, or attempt to manipulate, corrupt or otherwise affect the outcome of, any such promotions, or post, upload, transmit, send, or otherwise make available on or through the Services any content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, inform, or promote activities that may subvert or not comply with the rules, restrictions, and/or limitations applicable to such promotion.

### **3. User Submissions**

**Communication Services.** The Services may contain e-mail services, chat areas and/or other message, communication or other mechanisms designed to enable you to communicate with others or to post content on the Sites (the “**Communication Services**”). All such communications, information and content, including the ideas contained in such materials, as well as user names, profiles or similar materials you submit, post, upload, embed, display or communicate (collectively, “**Distribute**”) is referred to as “**User Content**.” You agree to use the Communication Services only to Distribute User Content that conforms to these Terms, including the User Requirements set forth below, and, when applicable, is related to the particular Communication Service.

**Removal.** DGamble has no obligation to monitor the User Content. However, DGamble reserves the right to review materials posted to the Communication Services and to remove any User Content at any time, without notice, for any reason and in its sole discretion. DGamble specifically disclaims any liability with regard to the User Content and any actions resulting from your participation in any Communication Services. DGamble representatives may monitor your User Content on the Applications but we cannot monitor all of the User Content on the Applications and we do not attempt to do so. If you encounter something you find objectionable and in violation of these Terms, you can report it to [hello@bitcoinwolf.com](mailto:hello@bitcoinwolf.com).

**Disclaimer of Endorsement.** You acknowledge that chats, postings, conferences and other communications by users are not controlled or endorsed by DGamble, and such communications shall not be considered reviewed, screened or approved by DGamble. User Content, including statements made in public forums, reflect only the views of their authors. DGamble specifically disclaims any liability with regard to the User Content and any actions resulting from your participation in any Communication Services. Managers and hosts of Communications Services are not authorized DGamble spokespersons, and their views do not necessarily reflect those of DGamble.

**License and Warranties.** By using the Communication Services and submitting User Content to the Applications, you grant to DGamble, and its successors in business and assigns, employees, licensees, agents, representatives and other authorized users of the Sites, a perpetual, worldwide, royalty-free, and non-exclusive license to reproduce, distribute, perform, modify, edit, display, adapt, create derivative works from and market and promote the User Content, for any commercial or non-commercial purposes, and in any medium now existing or hereinafter developed, and to use your user name and any personal information you submit with or contained within the User Content, without your prior approval or the payment of any

compensation and without notice. You also grant each user of the Applications a non-exclusive license to access your User Content as permitted through the functionality of the Applications and under these Terms. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in the User Content you submit.

**No Confidentiality.** You acknowledge and agree that your communications via the Communications Services are public and not private communications, and that you have no expectation of privacy concerning your use of these Communications Services or your User Content. You acknowledge that personal information that you communicate on the Communications Services may be seen and used by DGamble and others and result in unsolicited communications; therefore, we strongly encourage you not to disclose any personal information about yourself in your public communications on our Services. DGamble is not responsible for information that you choose to communicate to other users via the Communications Services, or for the actions of other users. All User Content must comply with the User Requirements.

**User Requirements.** You agree that you may not access or use the Services and/or related Communication Services, in order to:

- Use such Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Publish, post, upload, transmit, distribute or disseminate content that is illegal, harmful, abusive, threatening, vulgar, sexually explicit, defamatory, obscene, embarrassing, unwanted, hateful or racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable or encourage others to do so.
- Use, upload, transmit, distribute or otherwise make available any material or information, which contain any materials that could infringe any copyright, trademark, patent, trade secret, publicity or privacy right or any other proprietary right or disclose any trade secret or violate any confidential obligation of any person or entity.
- Upload 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 Applications or Services or other users' computers.
- Except as expressly authorized by DGamble, advertise or offer to sell or buy any goods or services for any purpose, unless the Services specifically allow such messages.
- Falsify, delete or disable any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Collect in any way personal information about others, including e-mail addresses, password or other account information or use such information to send unsolicited emails.
- Impersonate or create a false identity (such as a celebrity or DGamble representative) for the purpose of misleading others.

- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such Services or other user or usage information or any portion thereof.
- Improperly use support or complaint buttons or make false reports to DGamble administrators.
- Use, develop or distribute “auto” software programs, “macro” software programs or other “cheat utility” software program or applications.
- Use a bulletin board or other Communications Service in any manner other than for personal communication as an individual user (i.e. not as a corporation or other entity).
- Use the Services for fraudulent transactions.
- Sell, buy, or transfer access to your account.
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage.

#### **4. Proprietary Rights**

The Services and all material published on the Applications, including, but not limited to text, photographs, video, text, graphics, music, images, animations, audio, text, “applets” incorporated into the software, data, sounds, messages, comments, ratings, and other materials on the Applications (together “**Content**”) is owned by DGamble or its licensors and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. In addition, DGamble owns a copyright in the selection, coordination, arrangement and enhancement of such content and a copyright in the Applications. All trademarks, service marks, trade names, and trade dress appearing on the Sites (“**Marks**”) are proprietary to DGamble and/or our licensors or licensees. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any of the Marks, the Content, Applications or the Services, in whole or in part, without DGamble’s prior written consent. You may download Content for your personal, non-commercial use only as provided in these Terms, or as may be otherwise permitted by DGamble from time to time, provided that do not alter any such Content and you keep intact all copyright and other proprietary notices and you do not use the Content in any way that would express or imply an association between you and the products and services of DGamble or any third party. You acknowledge that you do not acquire any ownership rights in any Content downloaded from Applications. Copying or storing of Content for other than personal use is expressly prohibited without prior permission from us or the owner of the Content. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of DGamble without express written consent. You may not use any Meta tags or any other “hidden text” utilizing DGamble’s name or trademarks without the express written consent of DGamble. You may not use any DGamble logo or other proprietary graphic or trademark as part of the link without express written permission. If you engage in any uses not permitted by these Term, all permissions or licenses granted by DGamble in these Terms shall automatically terminate.

**No Other License Granted.** Except for allowing you to use the Applications and Service for your personal use as set forth in the paragraph above, when you use the Applications or Service, you are not receiving a license or any other rights from DGamble, including intellectual property

or other proprietary rights of DGamble. You understand that you have no rights to the Applications or Services or any other DGamble property except as we indicate in these Terms.

## **5. Digital Millennium Copyright Act (“DMCA”) Notice**

DGamble has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the “Act”) and avails itself of the protections under the Act. DGamble has adopted and implemented a policy for addressing claims of copyright infringement, and for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright. Further, we reserve the right to terminate, discontinue, suspend and/or restrict the ability to visit and/or use the Service or remove, edit, erase or disable any User Content on the Applications which allegedly infringes another person’s copyright. It is our policy to terminate the access of repeat offenders. We are under no obligation to, and do not, scan content posted for any violations of third party rights, however, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Applications or the Service. If you believe any materials on the Applications or the Services infringe a copyright, you should provide us with written notice that at a minimum contains:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

DGamble’s Copyright designated DMCA Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: [hello@bitcoinwolf.com](mailto:hello@bitcoinwolf.com)

## **6. Cookies and Other Tracking Technology**

We collect information about visitors to our site using "cookies" and similar technology such as event tracking, pixel tags, visitor usage recordings and so on. We use this technology to recognize a repeat visitor and offer the visitor a set of content based on a previous visit. We use session cookies to track a visitor's path through our site during a visit to help us understand how people use our site and interact with us in order for us to continually improve our visitor experience.

- How we use the information we collect
- We use the information we collect for things like:

- Fulfilling requests for services or information
- Marketing and advertising products and services
- Conducting research and analysis
- Communicating things like special events and surveys
- Establishing and managing your account with us
- Identifying you on our websites and tailoring advertisements and offers to you (both on our websites and on other websites) based on your interactions with us in-person and online
- Operating, evaluating and improving our business and website
- Data retention

We will retain your information for as long as your account is active, or as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Except for authorized law enforcement investigations or other valid legal processes, we will not share any personally identifiable information we receive from you with any parties outside of Bitcoin Wolf.

We may share your personally identifiable information with third parties who we have engaged to help us provide you services. In each case, we will ensure that these third parties have agreed not to use or disclose your personal information except to help us provide the services.

Except as noted above for newsletters and surveys, Bitcoin Wolf does not provide any third party access to your IP address and email address.

We may provide third parties with aggregate statistics about our visitors, traffic and related site information. This data reflects site-usage patterns gathered during visits to our website each month, but they do not contain behavioral or identifying information about any individual member unless that member has given us permission to share that information.

To help us determine the effectiveness of Bitcoin Wolf advertising, we work with Web analytics tools hosted by third parties who receive non-identifiable information from your browser, including - but not limited to - the site or the advertisement you came from, your IP address, your general geographic location, your browser and platform information, and the pages you view within our site.

Note that Google, as a third party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our site users based on their visit to our site and other sites on the Internet. No personally identifiable information is collected as part of Google's process. Users may opt out of the use of this DART cookie by visiting Google's privacy document.

If you would like more information about these practices and to know your choices about not having this information used by these companies, visit the Network Advertising Initiative. Some ad servers allow you to opt out of anonymous data collection through the use of cookies. To do



so, you must opt out of such data collection with each individual site. You can opt out of cookies for several ad servers by visiting the Network Advertising Initiative gateway opt-out site. At that site you can also review the privacy policies of those ad servers.

## 7. General

**Age Requirements.** You represent and warrant that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Applications and Services in accordance with these Terms. If we have any reason to believe you are not 18 or older we may terminate your access to the DGamble Application and Services.

**Links.** You may be able to access other websites or resources through links on the Site. Because DGamble has no control over such sites and resources, you acknowledge and agree DGamble is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials or available from such sites or resources nor does DGamble endorse any such sites or the products or services assessable on such sites. You further acknowledge and agree that DGamble shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

**Third Party Opinions.** The Applications may contain views, opinions and statements of various third party individuals and organizations. DGamble neither endorses nor makes any representation or warranty whatsoever regarding the views, opinions or statements provided by any third party or any user of the Applications. It is your responsibility to evaluate the accuracy, completeness and usefulness of any information, opinion or contents available through the Applications and to seek appropriate advice of professionals, as appropriate.

## 7. Legal Notices

**Disclaimer of Warranties.** DGAMBLE WILL NOT BE HELD LIABLE, UNDER ANY CIRCUMSTANCE, FOR YOUR USE OF THE APPLICATIONS AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE INFORMATION AND MATERIALS APPEARING ON APPLICATIONS, WHICH ARE PROVIDED "AS IS." DGAMBLE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN APPLICATIONS AT ANY TIME INCLUDING CHANGES TO THESE TERMS. DGAMBLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SERVICES, PRODUCTS, LINKS OR OTHER ITEMS CONTAINED HEREIN. DGAMBLE DOES NOT MAKE ANY REPRESENTATIONS THAT APPLICATIONS OR ITS CONTENTS

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**Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DGAMBLE OR ITS AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE APPLICATIONS OR THE SERVICES, EVEN IF DGAMBLE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. MOREOVER, UNDER NO CIRCUMSTANCES WILL WE, OUR LICENSORS OR LICENSEES, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WE MAY CHANGE OR DELETE CONTENT OR FEATURES OF OUR SERVICES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN DGAMBLE'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED \$20. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**Indemnity/Release.** You understand that you are personally responsible for your behavior while on the Applications or using the Services and agree to indemnify and hold DGamble, and its affiliates, business partners, distributors, agents, representatives and other authorized users, and their respective officers, directors, employees, and agents (collectively, the “**Indemnified Parties**”), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys’ fees) that the Indemnified Parties may incur in connection with any claim arising out of or related to your use of the Applications or Services or your violation of either these Terms, applicable law or the rights of any third party.

**Access to Services.** DGamble reserves the right to perform regular or planned or unplanned maintenance to our virtual products due to technology improvements or bugs, and you may or may not be notified of these changes before they occur. DGamble also reserves the right to change, modify, discontinue, suspend or abandon the Applications or any of the Services at any time for any reason with or without notice to you and that we will not be liable to you or any third party as a result of such termination, modification, discontinuance or abandonment.

**Availability and Use Outside of the United States.** The Applications and Services are controlled from facilities in the United States. DGamble makes no representations that the Applications or Services are appropriate or available for use in other locations. Those who access or use the Applications and/or Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

**Governing Law/Disputes.** These Terms shall be governed by and construed in accordance with the laws of the State of Florida without application of conflict of laws rules. Exclusive jurisdiction and venue in connection with any dispute between you and DGamble (“**Dispute**”) will rest, and you and DGamble each agree to submit to the exclusive jurisdiction of, the courts of the State of Florida and the federal courts of the Middle District of Florida. You agree that in the event of any dispute between us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action. You hereby waive any right you might have to resolve any Dispute on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public or other persons similarly situated, and you waive your right to trial by jury. Any cause of action you may have with respect to DGamble, the Services, the content or the Applications must be commenced within one year after the claim or cause of action arises or such claim or cause of action shall be barred.

**Miscellaneous.** These Terms and policies incorporated herein, are the entire agreement between you and DGamble. They supersede any and all prior or contemporaneous agreements between you and DGamble relating to your use of the Applications or the Services. DGamble may assign these Terms, in whole or in part, at any time. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of DGamble to partially or fully exercise any rights or the waiver of DGamble of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by DGamble or be deemed a waiver by

DGamble of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of DGamble under these Terms and any other applicable agreement between you and DGamble shall be cumulative, and the exercise of any such right or remedy shall not limit DGamble's right to exercise any other right or remedy.