



TERMS AND CONDITIONS

Last Updated: 12/11/2020

These Terms and Conditions and any supplemental documents provided to you by us (collectively, the “Agreement”) contain the terms and conditions governing the Challenge Service and the use of our online services, App, website and software provided on or in connection with the service (collectively, the “Service”). As used herein, the terms “GamePlus,” “Company,” “we,” “us,” and “our” mean GamePlus Inc. By apply for access to, accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by this Agreement, the GamePlus Rules, and to the collection and use of your information as set forth in the GamePlus Privacy Policy. Company reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (“Users”). The GamePlus Rules and Privacy Policy can be found in the Legal section of the GamePlus App or on our website at www.gameplusapp.com.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **Eligibility.** This is a contract between you and us. You must read and agree to these terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. You must be a U.S. citizen or legal permanent resident of the United States of at least eighteen (18) years of age, or the age of majority in your state, whichever is older to use the Service, and to access the Challenge Service, you must register for an Account with GamePlus through the App (as defined below). If you believe that anyone under the age of eighteen (18) has gained access to the Challenge Service, please contact us at compliance@gameplusgo.com. The Service is not available to any Users previously removed from the Service by Company.

To use or access the Challenge Service, you must reside in the United States and must also sign up and access from a jurisdiction where skilled gaming is legal. You may not signup or access or use the Service from the following states: Arizona, Arkansas, Connecticut, Delaware, Florida, Louisiana, Montana, Nebraska, New Mexico, South Carolina, South Dakota, and Tennessee. The foregoing list shall not be construed to imply or

suggest that your participation in skill-based video game challenges from an unlisted state is legal under any applicable laws or regulations.

2. **The Service and App.** Subject to the terms and conditions of this Agreement, you are hereby granted a nonexclusive, limited, nontransferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

We may make available software to access the Service via a mobile device (the "App"). To use the App you must have a mobile device that is compatible with the App. Company does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Company hereby grants you a non-exclusive, nontransferable, revocable license to use a compiled code copy of the App for one Company account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile, or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time-sharing or similar services for any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that Company may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end-user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and Company or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Company reserves all rights not expressly granted under this Agreement. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

3. **Description of Challenge Service.** The challenge service, as further detailed herein (the “Challenge Service”), is designed to provide Users with a forum for safe, friendly, competitive entertainment where the design of the games intends for the skill of the participants, and not any fortuitous actions, to determine the results (challenges). The Service may not be used in connection with any form of gambling or the promotion of gambling. If you know (or have reason to suspect) that the Service is being used for purposes of gambling or any other unlawful activities, you must immediately notify GamePlus via email at legal@gameplusgo.com. GamePlus may pursue legal remedies against such persons. You may only participate in certain designated skill-based video gaming challenges published on our website or App using or through the Service. We charge fees for entry into a skill-based video game challenge. If there are challenge fees charged to you under this Agreement, you authorize us to debit your Card Account for the amount of such fees. Fees are stated in U.S. Dollars, must be prepaid, and are nonrefundable. The outcome of skill-based video game challenges are directly related to the skill level of the participants, and we do not have knowledge of the probability of any User winning a challenge and make no representations about Users’ chances of winning.

You may only use the Challenge Service for skill-based video game challenges within the App where we have authorized such game. You are prohibited from using the Service for antes or any other placement of cash on the outcome of an event not within your control. For example, the Service may not be used in conjunction with a bet of whether a certain sports team wins in a particular real-world game. Furthermore, you may not use the Service for any illegal transaction or any activity other than for participating in video game challenges where you and another User competes in a specified skill-based video game and the outcome is within your and the other User’s control. At any time and without prior notice, we may revoke or cancel your right to access the Service or your Account if we suspect or determine that your use of the Service may or has violated this Agreement. You agree to cooperate with us and comply with any requests regarding skill-based video game challenge outcomes and your use of the Service. You hereby release us from any liability or claim arising from your use of the Service, which includes and is not limited to the Challenge Service.

4. **Rules.** It is your responsibility to ensure that you understand and will abide by the standard GamePlus skill-based video game challenge rules at all times or the Player Decided Rules, as applicable (individually and collectively, the “Rules”), and that you review the standard GamePlus skill-based video game challenge rules from time to time as they may change. Your failure to follow the Rules may result in termination of your Account and access to the Service. Once two or more Users agree to enter into a skill-based video game challenge, it is immediately noncancelable, and the challenge Fee will not be refunded at any time or for any reason except upon mutual agreement of the Users prior to the beginning of any skill-based video game challenge. All skill-based results must be reported within ninety (90) minutes of acceptance by the Users. Failure to meet this timeframe will automatically result in a cancellation of the accepted skill-based video game challenge. It is the winning User’s responsibility to report the outcome of the winning result along with

the evidence of the outcome. Suitable evidence includes in App direct camera capture, camera roll upload or any other evidence we consider sufficient. In the event of a dispute regarding the outcome of a challenge, we will review the evidence submitted. Any disputes must be made within twenty (20) minutes of either User reporting of the skill-based video game challenge results. If neither of the Users dispute the results the challenge funds will be transferred to the winner. Please see Section 14 for additional information.

Another unique feature of the Service is the ability for the Users to establish their own custom skill-based video game challenge rules for a particular competition (the "Player Decided Rules"). For example, the standard GamePlus skill-based video game challenge rules may allow for all teams in "Madden," but the Users may want to disallow specific teams. Another example, if the standard GamePlus skill-based video game challenge rules is best of one, the Users may choose a rule with the best of three. Through the Player Decided Rules, Users are able to make such changes to the video game challenge rules. Player Decided Rules can only be conducted for challenges to Users on your friend's list and no disputes are allowed. In the event of a tie in a video game challenge, the Player Decided Rules must allow for a tiebreaker based on a skill-based outcome and must never allow for a tie to be broken by using any method of chance (i.e., a coin toss) to determine the winner. Violators of the terms set forth herein will be subject to termination of their access to the Challenge Service. For additional information please refer to the GamePlus challenge rules located in the Legal section of the GamePlus App or on our website at www.gameplusapp.com. We may, in our sole discretion, refuse to mediate any dispute related to violations of the Player Decided Rules.

- 5. The Card Account and Funding a Challenge.** We have partnered with a financial institution to also offer eligible Users with a prepaid card account (the "Card Account"). The Card Account is offered and issued by our partnering financial institution and not us. Please review the terms and conditions of the Card Account located in the Legal section of the GamePlus App or on our website at www.gameplusapp.com (the "Cardholder Agreement"). The Card Account is governed by the Cardholder Agreement. As part of our Service, we may provide you features to allow you to manage the balance on your Card Account, including budgeting services. The winnings related to a challenge or any amount you agree to fund in connection with a challenge (i.e., the amount of funds provided by you that is to be received by the winner of a challenge) may be deposited to or withdrawn from your Card Account (as the case may be). You may not use the Service or your Account for any unlawful activity.

In the event you enter into a challenge via the Challenge Service, you and any User participating in such challenge may select an amount that is to be received by the winner of such challenge (the winnings). In the event you invite another User into a challenge with you via the Challenge Service, the amount of funds associated with the challenge owed or selected by you will be deducted from your Card Account, and you authorize us to deduct such amounts upon the delivery of your invite. If the invitation is cancelled or not otherwise accepted by the User, we will return the funds to your Card Account. Prior to commencing a

challenge, we will debit your Card Account for the amount you selected for the challenge (the ante); such funds to be held until the winner of a challenge is determined. The winnings (the aggregate amount to be received for the challenge, net any Fees) will be remitted to the winner's Card Account. All challenge transactions are conducted through a private closed-loop network and are not transmitted through any card network. You hereby authorize us to debit your Card Account for the ante amount you selected as part of the challenge and to credit your account for winnings (if any). You further authorize us to debit your Card Account for any Fees incurred in connection with the challenge. In the event your Card Account has insufficient funds, we may restrict your ability to initiate or participate in a challenge. You further authorize us to debit your Card Account in the case we determine you are not the winner and/or the winnings were erroneously provided to you, as determined by us.

6. **Identity Verification Process.** We may require you to provide proof of, or otherwise request, your name, address, date of birth, Social Security Number and other information that will allow us to identify you. If we have any questions, we may also require you to provide your current driver's license and other identifying documents.

If at any time we have reason to believe you fraudulently obtained the Service or your Account has been compromised, stolen, used by an unauthorized person, or has been used illegally, we reserve the right to obtain and verify additional identity information about you and/or reverify existing identity information within our records and from third-party sources.

If we suspect that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including without limitation, money laundering activities, we may immediately terminate your Account and access to the Service, and we may inform the relevant authorities. You agree to fully cooperate with us or governmental authorities to investigate any suspected unlawful, fraudulent, or improper activity.

7. **Registering for an Account and Accessing the Challenge Service.** By signing up for, and being provided, an account with us (the "Account"), you may be granted access to the Service, including the Challenge Service, and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of Accounts for different types of Users. You may only open an Account on your own behalf. You may never use another User's Account. You are solely responsible for the activity that occurs on your Account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Company immediately of any breach of security or unauthorized use of your Account. Company will not be liable for any losses caused by any unauthorized use of your Account. You agree to ensure that you log out from your Account at the end of each session or use. Use caution when accessing your Account from a public or shared computer.

To open an Account, you will need to provide certain information about yourself as prompted by the registration form. The information provided may be used to determine your eligibility for the Challenge Service and must be accurate. You represent and warrant that: (a) all required registration information you submit is truthful, complete, and accurate; and, (b) you will maintain the accuracy and completeness of such information and notify us if any of the provided information materially changes. If approved for an Account, you will be issued an Account by us.

Employees, officers, directors, investors, agents, and representatives of GamePlus or any of its parents, subsidiaries or affiliates, and each of their respective Immediate Family Members and Household Members are NOT eligible to win cash prizes in skill-based video game challenges offered in connection with the Challenge Service. "Immediate Family Members" shall mean parents, step-parents, grandparents, legal guardians, children, stepchildren, siblings, step-siblings, spouses, or in-laws. "Household Members" shall mean those people who share the same residence at least three (3) months a year. Such persons may, however, use the Challenge Service, and will from time to time do so for the purpose of testing the Challenge Service, evaluating User experience and skill-based video game challenges, socializing and competing with Users to build community, and other reasonable and fair uses at the sole discretion of GamePlus. If such persons are deemed to be winners of any skill-based video game challenges offered by GamePlus, any cash prizes won will be forfeited and awarded to the other User participating in the skill-based video game.

8. **Reporting of Challenge Winnings.** If your total challenge winnings from the Challenge Service in any given year reaches six hundred dollars (\$600) or more, we will send you an IRS Form 1099-MISC in compliance with the U.S. federal income tax reporting requirements. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may debit your Card Account for any federal taxes we are required to withhold by applicable laws and/or may withhold from future winnings any amount required to be withheld by applicable laws, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all applicable laws.

9. **Consent to Be Contacted.** By accepting this Agreement, you expressly consent to be contacted by us for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages to your mobile device), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system, for any and all purposes. Automated messages may be played when the telephone is answered, whether by you or someone else. We may also leave a message on your answering machine, voice mail, or send a message via text.

You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number. You certify that your provided mobile number is true and accurate and that you are authorized to enroll the designated mobile number to receive SMS messages. Standard carrier message rates and data charges may apply.

To unsubscribe from text messages at any time, reply STOP to any text message you receive from us. You consent that, following such a request to unsubscribe, you may receive one final text message from us confirming your request. For help, contact us at the email address set forth above.

Telemarketing Calls: If you have provided consent for telemarketing calls, you agree that (i) we may call, email or SMS-message (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, our affiliates and/or third parties; and (ii) agree these calls, text and email messages may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing calls may be revoked in accordance with the procedures set forth herein. Your consent to telemarketing calls is not a condition of obtaining your credit card. You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

Opt-Out: You can revoke your consent by contacting us via email at the email address set forth above.

Call Recording and Monitoring: You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with us or that we place to you.

10. User Content. Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**"). WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and this Agreement. Company has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the

Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, nonexclusive, worldwide license to use, reproduce, modify, copy, reproduce, fix, adapt, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- Company may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

- All your User Content and other information that you provide to us is truthful and accurate.
- All User Content is free of viruses, adware, spyware, worms, or other malicious code.

Company takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Company shall not be liable for any damages you allege to incur as a result of or relating to any User Content. Company has the right to remove or refuse to post any User Content for any reason its sole discretion.

11. Fees. If your Account has no challenge activity using the Challenge Service for the month, you will be charged a challenge inactivity maintenance fee of one dollar and fifty cents (\$1.50). The challenge inactivity maintenance fee of one dollar and fifty cents (\$1.50) will not be charged if you compete in at least one (1) challenge using the Challenge Service for that particular month. You will also be charged the greater of fifty cents (\$0.50) or 10% of your allocation of the challenge amount reflected in the Service (i.e., the amount you owe to participate in the challenge), up to five dollars (\$5.00) for each challenge using the Challenge Service. In addition, you will be charged the following fee based on the corresponding occurrences or events:

Dispute Fee	\$5.00	GamePlus has the right to charge a Dispute Fee for a dispute in which initiator of the dispute does not prevail.
-------------	--------	--

Each fee described in this Section 12 shall be referred to individually and collectively as “Fee.” Any other fees charged by third parties will be your responsibility. You authorize us to debit your Card Account for the Fees whenever you incur such Fees. You will not dispute such a debit so long as the debit transactions correspond to the terms set forth herein. This payment authorization is valid and will remain effective unless you cancel it in accordance with the terms of this Section 12. If the payment attempt is declined, we reserve the right to cancel your Account (including the Service). For the avoidance of doubt, you agree you are liable for any accrued but unpaid Fee and you will remit to us the Fee by any other permitted means if the payment attempt is declined. If you wish to cancel this authorization, you must notify us by email at support@gameplusgo.com prior to incurring the Fee to be debited; provided, however, you may not cancel your authorization if you have an outstanding Fee balance.

12. Profile Content. GamePlus reserves the right to edit your Account profile, including your username associated with the Account, if they fail to comply with the terms of this Agreement or any policy set by GamePlus. Your Account profile must not include information (i) protected by third-party rights and you has no written permission to use such information in the manner used, (ii) that resembles or is substantially identical to another brand or trademark of another party, (iii) that resembles or is substantially identical to a real person other than yourself, (iv) that is deemed not appropriate by us in our discretion or (v) that otherwise infringes on any Intellectual Property Right of a third party. Any Account usernames that are defamatory, pejorative, offensive, vulgar, obscene, anti-Semitic, inciting hatred, or offending against good etiquette are not allowed and may result in termination of your Account and access to the Service. Using alternative spelling, incorrect spellings in order to avoid the requirements mentioned above will be considered a violation. We suggest any profile photo clearly shows your face, and adding anything else with graphics, other people, other parts of the body, defamatory, pejorative, offensive, vulgar, obscene, anti-Semitic, inciting hatred, or offending against good etiquette are not allowed and may result in termination of your Account and access to the Service. We also may display a "Power Score" or similar score in connection with your profile. This score will reflect statistical information related to your participation in challenges, including wins versus losses. You authorize us to share such information with all Users, and you release us from any liability associated with the such scores.

13. Skill-Based Video Game Challenge Disputes. Reporting the outcome of a challenge in connection with the Challenge Service is based on an honor system. It is the winning User's responsibility to report the outcome of the winning result along with the evidence of the outcome. Either User participating in the challenge has twenty (20) minutes to dispute a reported outcome. After the expiry of the twenty (20) minutes, the challenge is no longer available for dispute, and the reported winner shall be the final winner. Suitable evidence for dispute includes in App direct camera capture, camera roll upload or any other evidence we deem sufficient. In the event of a dispute regarding the outcome of a challenge, we will review the evidence submitted. The weight of evidence depends on the type of evidence, with App camera capture being weighed the most following by camera roll upload. If you believe there has been a mistake with respect to any distribution of winnings or withdrawals related to a challenge in connection with the Challenge Service, [contact](#) our Help Center in the GamePlus App or call 855-907-4263 (GAME). We may assess a fee and suspend or terminate your Account and your access to the Service if you incorrectly reports the challenge outcome or dispute a valid winning. We will review and make a determination within forty-eight (48) hours of submission of the dispute. You agree that we may unilaterally deduct such winnings and charge a fee from your Card Account after investigating the dispute. We use a proprietary process to determine the outcome of the dispute in our sole judgment and will be considered the final judgment and non-appealable. We shall not be required to disclose how the resolution of the dispute is determined. In certain instances, we may not be able to determine a winner and may choose to cancel the challenge. If a winner cannot be verified no money will be transferred;

however, the Fees set forth in Section 12 will still be deducted from your Card Account. You authorize us to make your Dispute Marks Score available for viewing by other Users of the Service. You agree that we are not responsible or liable for any claims, damages or liability arising from or related to the Dispute Marks Score and you release us from liability related to the production and display of your Dispute Marks Score.

14. **Dispute Tracking and Display.** We will track and publicly display all your disputed results in which you did not prevail on your dispute. If you do prevail on your dispute it will not count against you; however, the opponent User you prevailed against will receive a lost dispute rating. By displaying such disputed results in which either party did not prevail, other Users can determine assess whether they wish to engage in a challenge with you. You have a dispute indicator we call the "Dispute Marks Score" that looks back over a preceding twelve (12) month period of challenge activity. The Dispute Marks Score is rated as follows: if you have no disputes you will have a green status; if you have one (1) dispute you will have a yellow status; if you have two (2) disputes you will have a red status; and if you accumulate three (3) or more disputes, we will suspend or terminate your Account. You authorize us to make your Dispute Marks Score available for viewing by other Users of the Service. You agree that we are not responsible or liable for any claims, damages or liability arising from or related to the Dispute Marks Score and you release us from all liability related to the production and display of your Dispute Marks Score.

15. **Cash Back Program.** Cash Back is provided by GamePlus Inc. and is not a MetaBank® nor Discover® product or service, nor does MetaBank nor Discover endorse this offer. Cash Back provided by GamePlus Inc is subject to cardholder terms and conditions. You can earn 5% Cash Back on your purchases made in person or online, up to a maximum of \$50 per Calendar Year. ATM withdrawals or any unique transfer feature associated with the Game+ account do not qualify for Cash Back.

Redemption of Cash Back. Your accrued Cash Back can be viewed in the Game+ App and you will be eligible for redemption on an annual basis, after the end of each Calendar Year. To redeem Cash Back, your bank account (i) must be in good standing (as described below); (ii) cannot be closed or blocked or in a status that does not permit you to deposit additional money; (iii) must not have a negative balance, and/or (iv) paid all your outstanding fees and charges, all at the time of redemption. We will automatically redeem your accrued Cash Back amount, and it will be applied as a credit to your account balance. Unless you have contacted us to opt-out of Cash Back, we will automatically redeem all of your accrued Cash Back that is eligible for redemption. If we close your account for any reason, any non-redeemed Cash Back will be forfeited.

Suspension/Termination of Your Participation in the Cash Back Program. We reserve the right to suspend or prohibit your ability to earn, use or redeem the Cash Back referenced above in the event you (i) violate any of the Cash Back program terms and conditions; (ii) act in a manner inconsistent with applicable laws; (iii) engage in any misconduct or wrongdoing in connection with your account, or any proprietary features of the Game+ card, or the Cash Back feature(s); (iv) structure purchases or conduct transactions with your Game+ Card to manufacture spend; or (v) engage in any fraudulent or inappropriate acts. Any Cash Back earned and/or accrued in violation of this Agreement may be revoked by us in our sole discretion. Your ability to earn, use or redeem Cash Back will be terminated if either you or we place your account in a status that does not permit you to deposit additional money. We may terminate, suspend or modify the Cash Back program at any time.

16. **GamePlus Inc. (“Game+”) Refer a Friend Program.** The Game+ Refer A Friend Program (“RAF Program”) allows you to receive a commission from Game+ for referring prospective new users to sign up for a Game+ Account. And for each referred user that successfully signs up they will also receive a commission from Game+. This optional offer is not a MetaBank nor Discover® product or service, nor does MetaBank nor Discover endorse this offer. RAF is provided by GamePlus Inc.

Below are the terms and conditions (the “RAF Terms and Conditions”), applicable to the RAF Program. By referring a friend to the RAF Program, you will be deemed to have accepted and be bound by the RAF Terms and Conditions. In order to participate in the Game+ Inc. RAF Program, you must have an active Game+ Account in good standing and (i) cannot be closed or blocked or in a status that does not permit you to deposit additional money; (ii) must not have a negative balance, and/or (iii) paid all your outstanding fees and charges, all at the time of RAF. For the purposes of the RAF Program, a “Referred User” means any user you refer to Game+ using the referral link shown in your Game+ App and successfully completes a Game+ account enrollment.

Prohibited Activities of the RAF:

- a) Making, in the reasonable discretion of Game+, fake and/or artificial deposits with a Referred User for the sole purpose of generating Commissions.
- b) Registering a Member Account on behalf of another person.
- c) Publishing the Referral Link on any websites, social media or other marketing materials.

- d) Not engaging in the distribution of any bulk emails (spam) in any way mentioning or referencing Game+ or RAF.
- e) Offering incentives or rewards to prospective Users to encourage them to apply for a Game+ Account.
- f) Creating or employ any mechanism designed to artificially or automatically generate Game+ Account sign-ups.
- g) Registering a Game+ Account using counterfeit, forged, imitated, stolen or otherwise altered identification documents.
- h) Artificially attempting to generate any Referred Users by use of deception or misrepresentation.
- i) Committing, or colluding with others to commit, fraudulent activity.

Commissions: In consideration for each Referred Member you introduce, as confirmed by Game+ in accordance with these Terms and Conditions, Game+ will pay you a commission equal to \$10 posted as a credit to your Game+ account (the "Commission"). Game+ will also pay the Referred User upon a successful enrollment a commission equal to \$10 posted as a credit to their Game+ account (the "Referred User Commission").

Game+ shall not be responsible for any taxes, duties, assessments, fines or levies or other amounts payable by you to any governmental or regulatory authority arising out of your participation in the RAF Program. You are responsible for reporting any taxes owed in relation to revenues earned through the RAF Program.

The Commission and Referred User Commission will be paid within three (3) business days following the date the Referred User successful enrollment was completed.

Game+ shall also in its sole discretion have the right to withhold the whole or part of any payment of Commission where it reasonably suspects or knows that any of the prohibited activities referred to above has taken place. For the purpose of calculating Commission, Game+ reserves the right to disregard paying a Commission that we, in our sole discretion, deem an abuse or a Prohibited Activity of the RAF Program.

Game+ reserves the right at any time to amend these RAF Terms and Conditions and to impose new or additional terms and conditions in relation to the RAF Program. Changes will be effective as soon as they are published on the Game+ Website or in the Game+ App. By continuing to participate in the RAF Program you shall be deemed to accept such changes.

Game+ reserves the right to end the RAF Program at any time in its sole discretion.

You have thirty (30) days from the date of each Commission payment ("Claim Period") to challenge the amount or calculation of the Commission paid ("Claims"). Where notice is provided in the Claim Period, Game+ shall use reasonable commercial efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commission to you. If you fail to provide notice to Game+ of a Claim within the Claim Period, you shall be deemed to approve the Commission. After the Claim Period, Game+ shall be under no obligation to investigate any Claims and, to the extent permitted by law, you hereby release and discharge Game+ from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to you ("Released Claims"). Game+ Discover® Prepaid Card is issued by MetaBank, N.A., Member FDIC, pursuant to a license from Discover Network. Discover and the Discover acceptance mark are service marks used by MetaBank, Member FDIC, under license from Discover Financial Services. Card can be used everywhere Discover is accepted. Cardholder acknowledges that by referring a friend through this program, Cardholder is releasing non-public information. Referred person acknowledges that payment of the referral may result in the Cardholder's knowledge of referred person establishing an account with us.

17. **Prohibited Activities.** You may not engage in the following prohibited activities:

- Sharing of personal information (your name, phone number, home address, and password) with other Users.
- Users substituting themselves for a more skilled player as to deceive your opponent.
- Lying, or cheating to gain competitive advantage.
- Collusion with another person to attempt to gain an unfair advantage.
- Impersonating any person or misrepresenting the players identity.
- Intentionally creating lag or disconnecting their internet connection.
- Using chance as the method of deciding a tie break.
- Any behavior that is likely to upset, embarrass, alarm, or annoy any person.
- Any behavior that is defamatory, obscene, indecent, abusive, violent, hateful, sexually explicit, discriminatory, or otherwise objectionable behavior.

- Using any technique other than pure skill during a challenge. Such techniques may include, but are not limited to, establishing multiple Accounts; the use of program codes or commands or any adapted hardware or software to assist play; the impersonation of another player or Account; or deliberately losing games for the purpose of getting a competitive advantage.
- Advocating, promoting, or assisting in any illegal activity.
- Using the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- Partaking in any activity or action that is not the intended purpose and use of the Service.
- Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or nonautomated “scraping.”
- Using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Company Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials) or attempt to access or use the Service by means of automatic, macro, programmed, or similar methods.
- Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service.
- Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure.
- Collecting or harvesting any personally identifiable information, including account names, from the Service.
- Using the Service for any commercial purposes.
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity.

- Interfering with the proper working of the Service.
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service.
- Bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein or providing unauthorized means through which others may use service.
- Transmitting or sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- Initiating, assisting, or becoming involved in any form of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, or other attempts to disrupt the Service or another person’s use or enjoyment of the Service.
- Making available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a GamePlus employee.
- Attempting to gain unauthorized access to the Service or impersonate GamePlus.
- Using the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service.
- If a User proves to GamePlus that a Rule was broken by an opponent at a point where they are winning the challenge or the challenge is tied, the User who broke the rule will concede and lose the match.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent, including copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us.

- Attempting to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service or attempting to gain unauthorized access to third-party accounts, the service or software.
- Attempting to participate in any skill-based video game challenge by means of shortcuts, cheats, glitches, or similar methods.
- Attempting the opening and/or use of multiple Accounts.
- Taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair the Service or interfering with any other party's use and enjoyment of the Service (including cheating).
- Otherwise attempt to interfere with the proper working of the Service.

By accessing the Service you represent and warrant to GamePlus that you will not engage in any prohibited activities as set forth in this Agreement, including any activity that interrupts or attempts to interrupt the operation of the Service or software and understand that you will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation: (a) immediate termination of your Account and blocking of your access to the Service; (b) any challenge winnings that you may otherwise have been entitled to receive shall be void and forfeited; and (c) any challenge winnings received by you shall be subject to disgorgement and/or recoupment. In addition to the foregoing, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

18. **GamePlus Inc. Right of Set-Off.** You agree that GamePlus is authorized, and at any time, to set-off any current or future funds you may win in connection to a challenge, against any or all of your debts and/or liabilities owed to GamePlus. GamePlus may exercise this right of set-off without prior notice to you.
19. **Third-Party Links and Information.** The Service may contain links to third-party materials that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Company's Privacy Policy do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website,

service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

20. **Indemnity.** You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (viii) your participation in a challenge.

21. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Company, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service. Under no circumstances will Company be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; (VIII) ANY CHALLENGE, YOUR PARTICIPATION IN A CHALLENGE OR ANY DECISION WE RENDER IN CONNECTION WITH A CHALLENGE

DISPUTE; AND/OR (VIII) THE DISPUTE MARKS SCORE (AND ITS ACCURACY). IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

22. **Disclaimer.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS

AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

23. **System Availability and Modifications.** We reserve the right to modify, make updates, or to perform periodic maintenance to our Service, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Service is unavailable. We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.
24. **Intellectual Property; Copyrights; Ownership; Digital Millennium Copyright Act.** Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Company Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Company and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a nonconfidential basis or otherwise to anyone. You further acknowledge

that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

The Service contains data, information, and other content not owned by you, such as reputational or statistical indicators and data (“Company Property”). You understand and agree that regardless of terminology used, Company Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Company’s sole discretion. You acknowledge that you do not own the Account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Company on Company servers, including without limitation any data representing or embodying any or all of your Company Property. You agree that Company has the absolute right to manage, regulate, control, modify and/or eliminate Company Property as it sees fit in its sole discretion, in any general or specific case, and that Company will have no liability to you based on its exercise of such right. All data on Company’s servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND USER ACCOUNT CONTENT RESIDING ON COMPANY’S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN COMPANY’S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. COMPANY DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON COMPANY’S SERVERS.

The Digital Millennium Copyright Act (DMCA) provides copyright owners who believe that their rights under the United States copyright law have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your copyrighted work has been copied without your authorization and is available in the services in a way that may constitute copyright infringement, you can provide notice of your claim to the designated agent listed below. For your notice to be effective, it must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located in this game; Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and, if available, an email address at which the complaining party can be contacted;

- 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
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Registration Number: DMCA-1033368. GamePlus Inc.'s designated agent is: GamePlus Inc., 6543 S. Las Vegas Blvd, Suite 200, Las Vegas, NV 89119 c/o Copyright Manager: legal@gameplusgo.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

25. **Trademarks and Copyrights.** The GamePlus name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of GamePlus. You must not use such marks without the prior written permission of GamePlus. GamePlus and its products and services are not affiliated with, or sponsored or endorsed by, Apple Inc, Android Inc, Microsoft Corporation, Xbox, Xbox LIVE, Sony Computer Entertainment, Nintendo of America Inc., Playstation, Electronic Arts, Activision Blizzard, Valve Corporation, Take-Two Interactive Software Inc, Ubisoft, Capcom Company Ltd, Infinity Ward, Gameloft, or Epic Games, or any other company that markets a computer or mobile game. All content, games titles, trade names and trade dress, trademarks, artwork and imagery associated with any such games are the property of their respective owners.

26. **Termination.** This Agreement is effective until terminated by either you or us, subject to the terms herein. We may terminate this Agreement at any time without notice or suspend or terminate your access and use of the Service at any time, with or without cause, in our absolute discretion and without notice. You may

terminate this Agreement by providing three (3) business days' prior written notice to us. If you terminate this Agreement, you agree that the financial institution may terminate your Card Account. Termination, whether by you or by us, shall not affect any and all prior transactions or obligations relating to your Account or governed by this Agreement and existing at the time of termination.

We expressly reserves the right, at its sole discretion, to immediately suspend or terminate your Account and cancel any challenges you are participating in, for any reason or management decision that may include, but is not limited to: if we believe you have used the Service for gambling purposes; have violated or tried to violate the rights of others; or have acted inconsistently with the spirit or letter of this Agreement. You agree that we will not be liable to you or to any third party for any discontinuance or modification of Service.

27. **California Consumer Notice.** As required by California Code Section 1789.3, this notice is to advise players that (a) the Service is provided by GamePlus Inc., at 6543 S. Las Vegas Blvd, Suite 200, Las Vegas, NV 89119; 855-907-GAME (4263) and that (b) a fee may be charged for certain offerings, including, without limitation, in connection with the Service. GamePlus reserves the right to change the amount of any fee or charge and to institute new fees or charges, effective on reasonable notice to you. If you have a complaint regarding the service or desire further information on use of the service, please contact compliance@gameplusgo.com. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
28. **Privacy And Data Collection.** GamePlus Inc.'s Privacy Policy, available under Legal in the GamePlus App or on our website at www.gameplusapp.com, is an integral part of these Terms and Conditions and is expressly incorporated by reference. Questions regarding privacy issues should be directed to compliance@gameplusgo.com, with the subject heading "Privacy Policy." You understand and consent to us sharing your identity and other sensitive information about you with our partners to provide you with Services. Sensitive information may include your Social Security number, account information, physical address, email address, telephone number and a copy of government-issued identification. You understand and agree that we may share with other Users information about you, including your Dispute Marks Score, Account name and profile. We do not provide any guarantee of anonymity, and your identity may become known to other Users.
29. **Refer A Friend Program.** GamePlus Inc may administer a refer a friend program whereby each of the GamePlus Inc. current user and a friend who is referred are each eligible for certain bonuses in connection with the refer a friend program. You understand that if you participate in GamePlus Inc.'s refer a friend program, that you are releasing non-public information. In addition, if you get referred as a friend of another

Gameplus Inc. user, you acknowledge that payment of the referral bonus amount may result in the other GamePlus Inc. user's knowledge that you have established an account with us.

30. **Assignment.** You may not transfer or assign this Agreement to any other person without the our prior written consent. We may assign our obligations to you under this Agreement to any other party or person without your consent or any prior notice.
31. **Amendment.** We may amend this Agreement by delivering an electronic notice of the amendment to you in the manner agreed to by you and us, or to your last email address, as shown on the records of GamePlus. You will be given at least ten (10) days' notice prior to the effective date of any material amendment that results in an increased Fee or charge in your liability.
32. **What Law Applies.** This Agreement is entered into in Nevada. This Agreement and all Services described herein shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. For the avoidance of doubt, the Card Account is governed by the terms of the Cardholder Agreement and the governing law set forth in the Cardholder Agreement, while the Services (including Challenge Services) are governed by the laws of the State of Nevada. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Las Vegas, Nevada for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Las Vegas, Nevada is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.
33. **Arbitration.** Any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), including Claims regarding this Section, will be settled to the greatest extent allowed by Nevada law by the use of binding arbitration administered by the National Arbitration Forum ("NAF") under its Code of Procedure in effect when the Claim is filed, and each such claim will be arbitrated in the most populous city in the state where you reside when the Claim first arises. Each party will bear its own attorneys', experts' and witness fees related to the claim. Neither party will have the right to participate as a member of any class of claimants pertaining to any Claim. Third parties' claims will not be

joined in any arbitration between the parties. Information may be obtained, and Claims may be filed at a NAF office, which can be found at www.arbitration-forum.com and by referencing office contests and other details. This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16 and Chapter 597 of the Nevada Revised Statutes. Except as expressly provided in this Section, the parties waive all rights to a court or jury trial to resolve any and all claims.

34. **Hold Harmless.** You agree to hold harmless GamePlus and its affiliates, licensees, and service providers for any claims resulting from any action taken by GamePlus or any of the foregoing parties during or as a result of any actions taken by such parties, including law enforcement or other governmental authorities related to or in prohibition to your participation in any skill-based video game challenges or any other use of your Account or the Service.
35. **Taxes.** You understand and agree that you are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisers. We cannot and do not offer tax-related advice to any User.
36. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
37. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us relating to the subject matter herein and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. You cannot change this Agreement.
38. **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of the Agreement, and shall not be deemed to limit or affect any of the provisions hereof.
39. **Waiver.** No waiver of any provision or any right granted hereunder shall be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
40. **Independent Contractor.** You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or use of the Service.
41. **Provisions Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the extent necessary to make it valid and enforceable and with the rest and remainder of this Agreement being unaffected.