

Welcome to PlayaFi! We hope you'll enjoy being a part of our community by participating in mobile gaming challenges, competitions, and tournaments. BY REGISTERING FOR AN ACCOUNT WITH US (your "Account"), USING THE SERVICES IN ANY WAY, CLICKING "I ACCEPT" BELOW, DOWNLOADING ANY APPLICATION FROM PlayaFi, OR REGISTERING FOR OR PARTICIPATING IN ANY COMPETITIONS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND ALL OBLIGATIONS AND RULES THAT APPLY ("Rules") (these Terms and Conditions of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the "Terms") IN THEIR ENTIRETY; (B) AGREE TO BE BOUND BY THE TERMS; AND (C) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS. If you don't wish to be bound by the Terms, do not click "I accept" and do not register with PlayaFi ("PlayaFi", "we" or "us") and do not use the Services. Declining to accept these Terms means you will be unable to participate in Competitions or use your PlayaFi account.

# 1. GENERAL TERMS

1.1. ARBITRATION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR SOFTWARE OR SERVICES MUST BE RESOLVED BY FINAL

AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 14 BELOW. PLEASE READ SECTION 14 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.

1.2. Changes to the Terms. We may amend, change, modify or revise the Terms at any time, and we may post a notice on our website at (“Website”) of any material changes, and you can see when these Terms were last revised by referring to the “Updated” legend above. Your continued participation in Competitions and/or use of Software or Services means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please check back here from time to time.

1.3. Eligibility. You may not modify these Terms except in writing signed by both you and PlayaFi. For purposes of these Terms, “writing” does not mean an email nor an electronic/facsimile signature.

1.3.1. United States (U.S.). To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with PlayaFi; (c) be

physically located within the U.S. when accessing your Account and participating in Competitions; (d) at all times abide by these Terms. If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice.

1.3.2. Non-U.S. To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with PlayaFi; (c) be physically located in a jurisdiction in which participation in the Competition you select is permitted and unrestricted by that state or country's laws; and (d) at all times abide by these Terms. If any one of these requirements is not met at any time, we, on behalf of our developer partners, may suspend or close your Account with or without notice.

1.4. Registration. When you create an Account, you will be asked for a legitimate email address that you control and to create a password. After registration, you will be given the opportunity to create a username or accept a username given by the Services. The password and username are needed to participate in the Services. As a registered user, you can update your account settings, including your email address, by logging into your PlayaFi Account and clicking "Account Settings". Also, if you forget either your password or username, you can visit the Website or email us for help. Please keep your username and

password secret because you are responsible for all activity in your Account. Although we may offer a feature that allows you to “save” or “remember” your password, this feature makes it possible for third parties to access your Account, so please use that feature prudently because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your username.

1.5. Your Account. As the holder of your Account, you are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to (i) access your Account; (ii) access Services or Software through your Account; or (iii) accept or use prizes, winnings and other representative of value. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.

## 2. SERVICES AND SOFTWARE

The Services. We may, with or without notice to you: (1) modify, suspend or terminate your access to the Website, Services and/or Software for any reason without liability; and (2) interrupt the operation of the Website, Services and/or Software as necessary to perform maintenance, error correction, or other work. We may suspend and/or close the account of any user who violates, or whom we reasonably believe may be in violation of or will violate,

these Terms, at any time without notice and without liability. Also, and without limiting our other rights or remedies, if we believe you have violated these Terms or if you have violated these Terms we may determine that your Winnings, if any, will be forfeited.

## 3. COMPLIANCE WITH LAWS

3.1. Prohibited US States/Countries. You acknowledge that various rules, regulations and laws addressing contests, and tournaments with entry fees and/or prizes govern your participation in Competitions (“Gaming Laws”), and that Gaming Laws are set up by each individual US state, country, territory, or jurisdiction. Therefore, the Software DOES NOT permit Cash Competitions (as defined in section 8.3) to be offered to users participating in Competitions in any state in which such Competition violates its Gaming Laws (“Prohibited Jurisdiction”), and if you are located in any Prohibited Jurisdiction then you may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, at the current time, include: Arkansas, Connecticut, Delaware, Louisiana, and South Dakota. For card games, Prohibited Jurisdictions include Maine and Indiana. For Dominoes Gold, Prohibited Jurisdictions include New Jersey. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Services, and may block access from any Prohibited Jurisdiction.

3.2. Additional Laws. In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. export laws (together with Gaming Laws, the “Applicable Laws”). You are solely responsible for your compliance with all Applicable Laws. Access to Competitions may not be legal for some or all residents of, or persons present in, certain jurisdictions. SERVICES AND COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS. Your participation in Competitions is at your own risk, and you agree not to hold us responsible or liable if Applicable Laws restrict or prohibit your access or participation.

3.3. LEGAL DISCLAIMERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

## 4. YOUR REPRESENTATIONS AND WARRANTIES TO US

You represent and warrant to us that (1) you have the right, authority, and capacity to agree to these Terms, to register for an

Account, and to participate in those Competitions for which you register; and (2) you will comply with these Terms when participating in Competitions, receiving Services, and/or using Software; and (3) all information you supply to us is complete, accurate and current (and knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your Account and forfeiture of Winnings).

## 5. YOUR INDEMNIFICATION OF US

You will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to (i) your breach of these Terms; (ii) any use of your Account, the Website, the Software and the Services by any person including yourself; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct; and, if we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

## 6. ACCEPTABLE USE POLICY

6.1. Rules of Conduct. You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently ban users who violate these rules.

Service usernames will be displayed as 'Your Name';  
impersonating other players is not allowed.

Do not share personal information (your name, phone number, home address, and password) with other users.

You may not commit fraud with regard to any Service.

You may not attempt to impersonate or deceive another user for the purposes of illicitly passwords, account information etc. (aka "scamming").

You may not make any commercial use of any of the information provided on the Website or through the Services nor make any use of the Website or Services for the benefit of a business.

6.2. Cheating, Fraud, and Abuse. In accessing or participating in Services or using the Software, you represent and warrant to us that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. Anyone who



engages in, participates, in or displays behavior that may be interpreted, at our discretion, as unfair methods in participating in Services or using the Software, including but not limited to, the opening and/or use of multiple accounts (e.g., You may not have more than one registered account with the same personal information, such as your name, email address, phone number, mobile device, and payment method) the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), transfer of money between accounts (e.g., “money laundering”), harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, “Abuse”), you will be subject to immediate sanction (as determined by us), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Website and Services; (2) any Winnings that you may otherwise have been entitled to receive shall be void and forfeited; (3) any Winnings received by you shall be subject to disgorgement and/or recoupment. In addition we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities.

**6.3. Hacking, Tampering, or Unauthorized Access.** Any attempt to gain unauthorized access to systems or any other user’s account, interfere with procedures or performance of Services, Software or the Website or deliberately damage or undermine the Services or

Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings. You acknowledge that we are not responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your Account.

6.4. Restrictions. Any use, reproduction or redistribution of the Service, Software, or related products or services (including without limitation, Digital Assets) not expressly authorized by these Terms is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (a) 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; (b) providing unauthorized means through which others may use Services such as through server emulators; (c) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Websites or Services; (d) interfering with any other party's use and enjoyment of Services and/or Software (including cheating) or the Website; and/or (e) attempting to gain unauthorized access to third party accounts, the Service or Software.

# 7. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS

7.1. Fees. Fees and payments for Services that you pay to participate in Competitions (“Fees”) and billing procedures are detailed in the billing application. If Fees are charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals. The price of Services may change at any time, but no price change will affect your past purchases.

7.2. Billing. We may change Fees and billing procedures by updating the billing application with or without notice to you. By providing a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the Services using your payment method; and (iii) authorize us to charge you for any paid feature of the Services that you choose to sign up for. In the unlikely occurrence of an error you must tell us within 120 days after an error first appears on your bill for an investigation of the charge to occur promptly. After 120 days from the first appearance of the error we (i) will not be liable for any losses resulting from the error and (ii) will not be required to correct the error or provide a refund.

In the unlikely occurrence of an error that we identify it will be corrected within 90 days.

7.3. Refund Policy. Unless otherwise required by law, no refunds are given.

7.4. Winnings. If you are eligible to receive winnings we may require that you provide proof that you are, or were at the time of your participation in the subject Competition, eligible to participate in accordance with these Terms and that your participation was in accordance with these Terms. If you do not provide such proof then you will not receive the relevant winnings.

7.5. Winners of tournaments will be notified of their winning via

email

at the conclusion of the tournament. Your notification email will give you instructions as to how to set up an account at a global e-wallet and payment provider. If you are a resident of the US you will need to provide a SSN for tax and reporting purposes. Your winning prize will be available immediately at the conclusion

of the tournament. 7.5. Credit Card use. When you pay for any

charges by credit

card, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any

reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings, and pursuit of civil litigation and/or criminal prosecution.

7.6. Taxes. If you are a U.S. resident we may send you an IRS Form W-9 and 1099-MISC or other appropriate form if your Winnings total \$600 or more in any given calendar year.

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 withhold from your existing Account balance and/or 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.

## 8. PROPRIETARY RIGHTS

8.1. Software License. Subject to these Terms, we grant to you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software, in object code format only, on a Device owned or controlled by

you, solely for the purpose of accessing and using the Services in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not network the Software among devices. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software or its structural framework; (ii) create derivative works of the Software; (iii) use the Software in whole or in part for any purpose except as expressly provided herein; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software that is under your possession or control.

8.2. Ownership. All content of the Website, all PlayaFi products and services, all PlayaFi logos, symbols, expansion names and symbols, play level symbols, trade dress or “look and feel”, all Digital Assets and those portions of the Software and Services which are property of PlayaFi as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly

granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of Services and/or Software does not convey or imply the right to use the Services or Software in combination with any other information or products.

## 9. TERM AND TERMINATION

These Terms apply to you and to us from the date that you accept them as provided above, until termination of your Account (whether by deactivation, cancellation, closure, expiration or termination by you or us). You may terminate these Terms at any time and for any reason by going to your Account webpage and following the account closure process. Immediately upon termination of your Account, all license and rights granted to you under these Terms automatically terminate.

## 10. DISCLAIMERS

We strive to keep Services up and running; however, all online services suffer occasional disruptions and outages, and we are not responsible or liable for any disruption or loss you may suffer as a result.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY US ARE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES, YOUR ACCOUNT, SOFTWARE, OR THE WEBSITE WILL BE SECURE, VIRUS-FREE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SAME WILL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD PARTY COMPONENT, TECHNOLOGY, HARDWARE, SOFTWARE OR SYSTEM.

We are not responsible or liable for any damage, loss or injury resulting from, relating to or arising out of (1) use, access or attempted use or access of Services, the Software or the Website; (2) downloading any information from the Software, Services or Website; and/or (3) violations of these Terms by other users. We have no responsibility to enforce these terms for the benefit of any user. Some states do not allow the disclaimer of implied warranties; as such the foregoing disclaimer may not apply to you in its entirety.

## 11. LIMITATIONS OF LIABILITY



TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW WE WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL WE, OR OUR DEVELOPING PARTNERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.

# 12. DISPUTE RESOLUTION AND ARBITRATION

12.1. General. This Section applies to any Dispute except for Disputes relating to the enforcement or validity of our intellectual property rights. The term “Dispute” means any dispute, action or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to PlayaFi LLC Customer Support, 6100 Lake Ellenore Dr Suite 151 #1115 Orlando FL 32809. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and we will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence arbitration. You may also litigate any Dispute in small claims court in your county of residence or Orlando FL, if the Dispute meets all requirements to be heard in the small claims

court. You may litigate in small claims court whether or not you negotiated informally first.

12.2. Binding arbitration. If you and we do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this Section. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

12.3. Class action waiver. To the maximum extent permitted under applicable law, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis.

Neither you nor we will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

12.4. Arbitration procedure. If you are located within the United States, Canada, the United Kingdom or the European Union, or any of their territories, then any arbitration will be conducted by

the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. You and we each agree to commence arbitration only in Orlando, FL USA. You may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in a country other than listed above, then arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of these Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope admissible under applicable Laws, and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These Terms govern to the extent they conflict with the arbitrators’ commercial rules. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys’ fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator and AAA; however, the arbitrator may award to the prevailing party reimbursement of its reasonable attorneys’ fees and costs (including, for example, expert witness fees and travel

expenses), and/or the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal, (ii) obliging the other party to participate in the arbitration proceedings, (iii) requesting any type of conservative or interim measure in connection with the dispute prior to the constitution of the arbitral tribunal, (iv) requesting the appearance of witnesses and/or experts, and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or Dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

12.5. Claims or Disputes. Must be filed within one year. To the extent permitted by applicable law, any claim or Dispute under

these Terms must be filed within one year from the date of the cause of action. If a claim or dispute isn't filed within one year, it's permanently barred.

12.6. Equitable Relief. You agree that we would be irreparably damaged if these Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement to arbitrate Disputes, we are entitled without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of these Terms in any court of competent jurisdiction.

## 13. MISCELLANEOUS

These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. These Terms cannot be modified by you, and may only be modified by us as provided above. Our failure to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such

jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. Section titles in these Terms are for reference only and have no legal effect. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services or Software. You consent to our providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you created your Account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must close your Account. These Terms are solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) to: PlayaFi LLC Customer

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