TERMS AND CONDITIONS

IMPORTANT NOTICE:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENTS (AS DEFINED BELOW). WE WILL NOT RETAIN OUR CONTRACT WITH YOU. YOU SHOULD PRINT THESE TERMS AND CONDITIONS AND STORE THEM ALONG WITH ALL CONFIRMATION EMAILS, ADDITIONAL TERMS, TRANSACTION DATA AND RECORDS, HOUSE RULES, AND PAYMENT METHODS RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR SERVICES (AS EACH SUCH TERM IS DEFINED BELOW). THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME (AS SET OUT BELOW). BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE AGREEMENTS WITHOUT MODIFICATION. IF YOU DO NOT ACCEPT THE AGREEMENTS WITHOUT MODIFICATION, DO NOT ACCEPT THESE TERMS AND CONDITIONS AND DO NOT ACCESS OR USE THE SERVICES (AS DEFINED BELOW). IF YOU HAVE ANY QUESTIONS ABOUT THE AGREEMENTS, PLEASE SEEK INDEPENDENT LEGAL COUNSEL BEFORE AGREEING TO THESE TERMS AND CONDITIONS OR ACCESSING OR USING THE SERVICES.

These Terms and Conditions are a legally binding contract between (a) You, the end user and/or cardholder ("You" or "Your" as applicable) and (b) Saracen Development, LLC d/b/a Saracen Casino Resort ("Saracen", "BetSaracen", "We", "Us" or "Our" as appropriate). You accept to be bound by this contract by clicking on "Submit" or "I Agree" and/or by using the Services (as that term is hereinafter defined).

The Services currently operate under and pursuant to the Casino Gaming License issued to Saracen by the Arkansas Racing Commission. These Agreements apply to the following (1) online gaming website: BetSaracen.com; (2) online gaming app: BetSaracen; and (3) any other online or mobile platform provided by Us (each individual site being a "Platform" and together the "Platforms") on which You access Our betting and wagering services ("Services").

This Agreement governs the creation of and access to Your Account and Services, the use of Your Account and Services for online sports betting within the State of Arkansas, Your access and use of BetSaracen.com and the BetSaracen app, and Your ability to engage and wager in online sports betting on BetSaracen.com and the BetSaracen app and any and all other Services within the State of Arkansas.

In the event that You have any complaints, claims or disputes with regard to any outcome regarding the Services or any other activity performed by Us, You should in the first instance contact Us in accordance with Section 43 below.

These Terms and Conditions together with the Privacy Policy and any other additional rules and terms published on the Platform or otherwise notified to You that specifically relate to and govern any Service or particular event, game, software, promotion, bonus or tournament constitute a

legally binding agreement between You and Us (collectively the "Agreements"). You should read all of these documents carefully as each one forms part of the legally binding agreement between You and Us. By clicking on "Submit" or "I Agree" and accepting these Terms and Conditions, or by using the Services, You are also acknowledging and accepting these Agreements. Access to and use of Your Account and the Services is governed by these Agreements. Account creation signifies implicit acceptance of our Terms and Conditions and Privacy Policy.

Please note the House Rules shall prevail in the event of any conflict between these Terms and Conditions and the House Rules. These Terms and Conditions shall prevail in the event of any conflict between these Terms and Conditions and any other documents referred to in these Terms and Conditions except for the House Rules.

Your attention is drawn to Our Privacy Policy which describes how We collect, use, disclose, retain, transfer, and protect information relating to You. By accepting these Terms and Conditions, You are also acknowledging and accepting the Privacy Policy and expressly authorize Us to collect, access, use, process, retain, disclose, and transfer information related to you. We reserve the right, and You authorize Us, to use information regarding Your use of the Services, account registration, and any other personal information provided by You in accordance with Our Privacy Policy. In the event of any conflict between the Agreements and the Privacy Policy, the Privacy Policy shall prevail.

Information may be retained by Us or an authorized recipient after Your account is closed or the Services are suspended, transferred, replaced, or discontinued for as long as reasonably necessary to settle wagers and transactions, return or account for funds, maintain tax and account records, address complaints and disputes, prevent fraud, administer responsible gaming and self-exclusion obligations, comply with unclaimed-property requirements, and satisfy applicable legal, licensing, regulatory, audit, reporting and record-retention obligations.

1. APPLICABILITY OF AGREEMENTS

By using the Services and/or by acknowledging that You have read these Agreements when You sign up to join and/or by clicking on the "Submit" or "I Agree" button when You install any of the software relating to the Services provided via the Platforms or when You register, or begin the registration process, for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (hereafter as defined in Section 25 and Section 26 below), forfeiture of funds and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Services immediately. As a consequence of this, if You accept these Agreements when You sign up to join or register Your Account for the Services, You will not be able to cancel Your registration later, although You can terminate these Agreements and close Your Account in accordance with Section 26 below.

2. LEGALITY OF USE OF THE SERVICES

2.1. You may only use the Services if You are 21 years of age or over, a United States resident or citizen or otherwise have a social security number or Individual Taxpayer Identification Number issued to You by the U.S. Internal Revenue Service, and it is legal for You to do so according to the laws of the State of Arkansas. You confirm that You are not accessing the Services from a state or foreign jurisdiction outside of the boundaries of the State of Arkansas at the time of placing a bet. You understand and accept that We are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with and know the laws concerning online sports betting in the country and state that govern You and that You have the complete legal right to use the Services. You acknowledge that underage gambling is illegal, and that it is a criminal offense to allow a person who is under the age of 21 to participate in Internet or mobile wagering. Any use of the Services is at Your sole option, discretion and risk. By using the Services, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or indecent in any way.

2.2. Federal Law prohibits and restricts wagering on the Internet (including, but not limited to, such prohibitions and restrictions set out in 18 U.S.C. §§ 1084 et seq. ("The Wire Act") and 31 U.S.C. §§ 3163 through 3167 ("UIEGA")). It is a Federal offense for a person to be physically located outside of the state of Arkansas and engage in online wagering through an Arkansas casino.

2.3. Internet gambling may be unlawful in the jurisdiction in which you are located; if so, You are not authorized to use Your payment card to complete this transaction.

2.4. It is Your responsibility to know the laws concerning online gambling in Your state.

3. ACCOUNT REGISTRATION AND NOTIFICATION

3.1. To use the Services, You will first need to register for an account with Us. You may access any of the Services from Your Account (as defined below). You are prohibited from allowing any other person to access or use Your Account. It is Your responsibility to keep your devices and log in credentials secure.

3.2. To register an account to use Our Services, You must be a resident of the United States and possess a valid Social Security Number (SSN). Identification documents must be issued by a U.S. state or federal authority. We require the following information from You: (1) Your full legal name; (2) Your date of birth; (3) Your physical address within the United States (P.O. Boxes are not acceptable); (4) Your social security number, ITIN or equivalent means of identification acceptable to the Arkansas Racing Commission; and (5) any other verification required by the Arkansas Racing Commission. You must choose a unique username, unique email address, telephone number, and password to register an account.

3.3. The information provided and recorded during registration will be subsequently verified. To verify Your identity, We reserve the right to request satisfactory proof of identity at any time. This may include, but is not limited to, copies of a valid U.S. passport, current state-issued identification card or driver's license, any payment methods used on the account. We may also request satisfactory proof of address, such as a recent utility bill or bank statement. You consent to have Your age and identity verified by Us, and You acknowledge that these verifications, especially in

connection with Internet or mobile sports betting, may have a negative impact on Your credit report.

3.4. You must ensure that the information associated with Your Account remains accurate, complete and current, including Your legal name, physical address, email address, and telephone number. You can change the details You provide at registration at any time by contacting support to update your account details. Additional documentation may be required for this process. Please see Our Privacy Policy for further details regarding what information We collect, and how that information is used, shared and stored. Alternatively, You can contact Us for further information. Requests must come from the account owner through the email address or phone number stored within the account details, additional documentation or verification may be required.

We may rely on the contact information associated with Your Account when providing notices, tax documents, checks, Account information, or other communications. You are responsible for any delay or failure to receive such communications resulting from Your failure to maintain accurate and current Account information.

3.5. There are no set-up charges for opening Your Account. We are not a bank, and funds are not insured by any government agency. All payments to and from Your Account must be paid in U.S. dollars and shall not bear interest and You shall ensure that all payments into Your Account are from a payment source for which You are the named account holder. Use of third-party financials is prohibited.

3.6. Use of certain Services may require You to be a member of a Saracen Rewards Program or other rewards club established by Saracen and such membership may impact Your ability to access, claim and/or use certain benefits associated with the Services. Your participation in any rewards club established by Saracen is subject to the program's applicable terms and conditions and to the terms of the privacy policy.

3.7 To use certain Services, You may first need to download and install software as provided on the relevant Platform.

3.8 We reserve the right to change the registration process, without notice, in an effort to maintain a secure platform and keep all of Your data protected. We may require You to register device(s) associated with Your account through the use of a third-party integration or application. This may include the use of biometric authentication methods, such as fingerprint or facial recognition, or multi-factor authentication (MFA) for added security. The use of this third-party integration will require either MFA or biometric login. In the event this requirement is implemented, each device can only be registered to one account to prevent unauthorized access and ensure the integrity of Your account information.

3.9 When registering an account, We ask for Your phone number and email address. If You provide a phone number, including a cell phone number, You are expressly consenting to receive phone calls and mobile messaging to include, but not limited to, SMS messages, MMS messages, push notifications, and iMessages from Us or any Electronic Services Provider (as defined herein) including, but not limited to notifications of deposit and withdrawal information and instructions,

temporary and ID pins, help information and promotions. You also expressly consent to receive email messages from Us regarding such information by providing Your email address. By providing a cell phone number and consenting to receive mobile messaging which includes SMS messages, MMS messages, push notifications, and iMessages from Us, You warrant and represent that You are the account owner of the cell phone number You provide to Us. Additional information for consent to contact You is provided in Section 22.

Although there is no fee associated with this service, Your carrier may charge You for each message You receive in accordance with your cell phone plan. You agree that We are not responsible in any way for such charges. You can stop receiving messages from Us at any time. Just reply "STOP" in response to any SMS message, MMS message, push notification, iMessage, or other such message You receive from Us. After You send the message "STOP" to Us, We will send You a single message to confirm that you have been unsubscribed. After this, You will no longer receive SMS messages, MMS messages, push notifications, iMessages, or other such messages from Us. If You stop any such messages, You will not receive certain notices as described herein.

3.10 To the extent applicable, You acknowledge and agree that We may be required to notify and obtain any necessary express or implied consents on behalf of our third-party providers in accordance with its applicable privacy notice and/or policy. This includes, without limitation, any collection, access, storage, or transmission of personally identifiable information by our third-party providers acting as a controller, including information accessed from any device or system, as well as the sharing of such information with our third-party providers. You further acknowledge that any such processing shall be subject to the and/or Privacy Notice.

4. TRUE IDENTITY AND ONE ACCOUNT

4.1 You must use your true identity when registering for an account. You are allowed to have only one account with us. Creating multiple accounts is strictly prohibited.

4.2 The name on Your Account must match Your true and legal name and identity; the name used on Your Account registration must match the name on the debit card(s), credit card(s) or other payment accounts used to deposit or withdraw funds into Your Account. Failure to supply such information or additional documentation may result in suspension of the Account. You may not hold more than one (1) Account in connection with Your use of the Platform and Services. We reserve the right to close Your Account(s) if You attempt to open multiple Accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud Us, We reserve the right to cancel any transaction related to said fraud attempt.

If You forget or lose Your password, You must select the "Forgot Password" link available through the Platform. A password-reset email will be sent to the email address associated with Your Account. You must follow the instructions contained in that email to establish a new password.

Successfully resetting Your password will not automatically unlock, reactivate, or remove a suspension or restriction from Your account. If Your Account remains locked, restricted, or suspended after You reset Your password, You must contact Us for assistance. Requests must

come from the account owner through the email address or phone number stored within the account details, additional documentation or verification may be required.

4.3 You further affirm by registering Your Account:

(1) that the information provided by You to Us to open Your Account is accurate;

(2) that You have reviewed and acknowledged the rules and procedures established by Us for use of Your Account;

(3) that you have been informed of and acknowledged that You are prohibited from allowing any other person not assigned to Your Account access to or use of Your Account; and

(4) that You consent to the monitoring and recording by Us and the Arkansas Racing Commission of the use of Your Account. You also further affirm that You are not on any list as an excluded person as well as any other disqualifying requirements implemented by the Arkansas Racing Commission.

5. PERSONS PROHIBITED FROM ESTABLISHING AN ACCOUNT; RESERVED RIGHT TO EXCLUDE PERSONS FROM ESTABLISHING AN ACCOUNT

The following persons (each an "Unauthorized Person") are not permitted to establish an Internet or mobile gaming account, or to use directly or indirectly any of the Services other than as required in the course of their employment: (i) any employee of Saracen; (ii) an individual (a) that is prohibited from wagering pursuant to the Casino Gaming Rules of the Arkansas Racing Commission; (b) who is on any self-exclusion list or Arkansas Racing Commission exclusion list, (c) whose participation may undermine the integrity of the wagering on the Sporting Event, (d) who is excluded from wagering for any other good cause, (e) or any person who makes or attempts to make a Wager as an agent or proxy on behalf of another for compensation (i.e., messenger betting); (iii) any individual who is prohibited from gaming pursuant to any applicable Laws, including individuals who have been "self-limited" or listed on any self-exclusion, disassociated persons, or similar list in Arkansas or any state; (iv) "prohibited persons" that are government officials or residents of certain embargoed countries and/or whose names are included on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or successor or similar lists; (v) persons who are under the age of 21; and (vi) persons who are not a legal resident or citizen of the United States that do not have a social security number or Individual Taxpayer Identification Number issued by the U.S. Internal Revenue Service. You may not attempt to create an Account if You are an Unauthorized Person or assist other Unauthorized Persons to use the Services.

We reserve the right to exclude and prohibit the following persons to establish an Internet or mobile gaming account, or to use directly or indirectly any of the Services: (i) family members of a Saracen employee who live in the same household of that employee; (ii) an employee of a supplier or vendor of Saracen; and (iii) any individuals who have been banned from gaming activities at Saracen, Downstream Casino Resort or other gaming establishments of the Quapaw Nation.

6. YOUR USE OF THE SERVICES

6.1. In the interests of ensuring fairness, We may take any measures as We deem appropriate in order to create a fair and balanced sports betting and wagering environment of the Services.

6.2. We reserve the right to suspend, modify, remove and/or add to any of the Services (collectively, a "Change") in Our sole discretion with immediate effect and without notice, so long as such Change does not affect pending play on the Services. We will not be liable for any such action. This right to Change includes any palpable, obvious or clear error ("Obvious Error" as described below) on any wager and We reserve the right to fully and unilaterally void, cancel or rescind any wager placed due to any Obvious Error (as described below).

6.3. We forbid the use of all unfair practices when using the Services. We do this to protect Our customers and the integrity of the Services. We reserve the right to discontinue the Services for any person deemed to be an advantage player and any person who violates Our Anti-Cheating Policy at Section 41. If any customer is found to be participating in any form of collusion or other activities that We consider to constitute cheating, his or her account may be permanently closed, and any balance may be at risk of forfeiture or withholding as per Section 25 of these Terms of Service. This includes, but is not limited to, bonus abuse (as described in Section 41).

6.4. We forbid the posting of any prohibited Third-Party Content (as that term is hereinafter defined) on Our Platforms. Please read Our Third-Party Content Policy which is incorporated in these Agreements for further details.

6.5. We reserve the right to suspend Your use of certain of the Services, Platforms or any games on Our Platforms from time to time for any reason or no reason.

6.6. No communications or information published on the Services is intended to constitute legal or tax advice and We accept no liability for any reliance on such content.

6.7. For the purpose of any reference to time in connection with Your use of the Services, We use the Central Time Zone unless otherwise specified.

6.8. Your use of the Services (including, for the avoidance of doubt, any intellectual property and/ or services We may license from third parties from time-to-time which forms part of the Services) is for Your personal, entertainment use on a single computer or mobile application only. You may not use the Services, or any intellectual property contained therein for any commercial purpose.

6.9. By accessing Our Platforms, or using, or attempting to use, Our Software or the Services, You represent and warrant to Us that: (i) You are 21 years of age or older; (ii) You are a legal resident or citizen of the United States or if not a resident or citizen of the United States You have a social security number or Individual Taxpayer Identification Number issued by the U.S. Internal Revenue Service, (iii) You are physically located in the state of Arkansas while wagering; (iv) all details provided by You to Us to setup Your Account or otherwise participate in the Services are true, current, correct and complete; and (v) You consent to the monitoring and recording by Us and/or

the Arkansas Racing Commission of any wagering communications and geographic location information.

6.10. In order to use the wagering feature of the Services, You must be physically located in the State of Arkansas at the time of use. We may, at any time before or after You begin using the Services, require You to verify Your identity, age, or physical location, and We may terminate Your access to the Services if You fail to do so.

6.11. Use of certain Services require You to be physically located within the state of Arkansas at the time of use and may impact Your ability to access, claim and/or use certain benefits associated with the Services. If We or Our third-party providers are unable to precisely track Your location for any reason, You may be prevented from accessing or using the Services. We are not liable for Your inability to access or use the Services. We reserve the right to declare null and void any wagers or bets that were placed in violation of these Terms and Conditions, including but not limited to bets or wagers that were placed from a state or foreign jurisdiction outside of Arkansas and bets or wagers placed by Unauthorized Persons.

6.12. In the event You are employed, associated or professionally connected with any sports team, league or governing body, You are prohibited by law, regulation and/or this Agreement from wagering on any event governed by the league(s) or sports governing body(ies) with which You are affiliated ("Insider Wagering"). Without limiting the generality of the foregoing prohibition, "Insider Wagering" includes – and You are expressly prohibited from engaging in – any wagering that may undermine the integrity of wagering or the sports event that is the subject of the wager, including but not limited to the following: (i) any person with access to non-public information related to sports events may not place wagers on such sports events as well as sports events governed by the same league(s) or governing body(ies); (ii) any person who may impact the outcome of sports events may not place wagers on such sports event as well as sports events governed by the same league(s) or governing body(ies); (iii) any person who is an athlete or competitor may not place wagers on sports event of the type in which the athlete or competitor participates as well as sports events governed by the same league(s) or governing body(ies); (iv) any person who is an owner or employee of a sports team, league or governing body may not place wagers on sports events governed by that same league(s) or governing body(ies); (v) any person who holds a position of authority or influence over the participants in or outcome of a sports event, including any person employed, associated or professionally connected to a sports event or governing body, (such as referees, officials, umpires, judges, coaches, managers, handlers, medical professionals, athletic trainers whether employed or contracted by a sports team, league or governing body), may not wager on any sports events in which the person exerts influence or with respect to which the person is employed, associated or professionally connected and any other sports events governed by the same league(s) or governing body(ies); (vi) any person who by virtue of the person's employment, association or professional connection with any sports team, league or governing body has access to certain types of exclusive information may not wager on any sports event overseen by that person's sports league(s) or governing body(ies); and (vii) any person identified by any sports team, league or governing body to the Commission as being prohibited from sports wagering by the sports team, league or governing body.

By entering into this Agreement, You acknowledge and agree that You may not and will refrain from engaging in any Insider Wagering prohibited by law, regulation and/or this Agreement.

We reserve the right to verify Your compliance with this eligibility and Insider Wagering requirements at any time. In the event that You have violated any of these eligibility or Insider Wagering requirements, (i) We may cancel any wager that You have placed in violation of these requirements; (ii) We shall not be obliged to pay any winnings which might otherwise have been payable in respect of any such wager; (iii) We shall be authorized to deduct any winnings that may have been deposited in Your Account prior to determining Your wager was in violation (or recover such improper winnings from You through any other lawful means); and (iv) We may refer the matter to the police, sports team, league, governing or any other appropriate regulatory authority.

7. COPYRIGHT AND TRADEMARKS

The terms BetSaracen.com, BetSaracen, Saracen Development, LLC, Saracen Casino Resort, and any other marks used by Us are the trademarks, service marks and/or trade names belonging to Us, and/or Our licensors. Further, all other material used by Us, including but not limited to the software, images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by Us, and/or Our licensors and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without the Our written permission.

8. ELECTRONIC SERVICES PROVIDER

In order to use the Services, You will be required to send money to and may be required to receive money from Us. We may use third-party electronic payment processors and/or financial institutions ("ESPs") to process such financial transactions. You irrevocably authorize Us, as necessary, to instruct such ESPs to handle Account deposits and withdrawals from Your Account and You irrevocably agree that We may give such instructions on Your behalf in accordance with Your requests as submitted using the relevant feature on Our Platforms. You agree to be bound by the terms and conditions of use of each applicable ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, then these Agreements shall prevail. In the event We use such ESPs and/or financial institutions to process payments made by and to You, or otherwise accept Your use of any particular payment method, in connection with Your use of the Services, We shall have no responsibility for the acts or omissions of the third party providing such payment processing or payment method prior to Our receipt of funds or after We initiate a transfer of funds (as applicable). You agree that You shall look exclusively to the ESP or financial institution in the event of any payment processing or other payment method related disputes and not to Us.

9. MARKETING, BONUSES, AND PROMOTIONS

9.1 We may offer You complimentary or bonus amounts to be credited by Us into Your Account ("Bonus(es)"). Acceptance of any Bonus shall be in accordance with additional terms and

conditions and may only be used as specified when the Bonus is offered to You. We may make available to You in respect of each such Bonus offering and bonus release restrictions contained in the relevant offer. Offers may be used only ONCE unless otherwise specified. You are not entitled to withdraw any Bonus amounts, and You may not remove any cash obtained via a Bonus from Your Account without first complying with the applicable terms including, without limitation, in respect of any qualifiers or restrictions.

9.2 Bonuses and promotions are available to eligible users only. Eligibility criteria may include, but are not limited to, geographic location, account status, tier status at Saracen Casino Resort, and compliance with these terms and conditions.

9.3 Any team names, wagers, or odds featured in marketing materials or advertisements are presented solely for illustrative, educational, and/or navigational purposes.

9.4 All bonuses and promotions are subject to wagering requirements. You must meet these requirements within the specified timeframe before any associated winnings can be withdrawn. Details of wagering requirements will be provided in the specific terms and conditions for each bonus or promotion.

9.5 The following practices are considered bonus and promotional abuse and are strictly prohibited:

- Multiple Accounts: Creating multiple accounts to claim multiple bonuses or promotions.
- Collaborative Play: Colluding with others to meet wagering requirements or gain an unfair advantage.
- Minimal Risk Betting: Placing bets or wagers that result in minimal risk to meet wagering requirements. This includes, but is not limited to, placing bets on opposite outcomes to achieve guaranteed profits.
- Bonus Hunting: Repeatedly registering new accounts or taking advantage of promotional offers solely for the purpose of collecting bonuses and withdrawing them without engaging in regular gameplay.
- Misuse of Funds: Using bonus funds to place high-risk bets or wagers that exceed typical betting patterns.

9.6 We reserve the right to monitor accounts and gameplay for signs of bonus and promotional abuse. This may include reviewing account history, betting patterns, and communication between participants.

9.7 If we determine, in our sole discretion, that you have engaged in bonus or promotional abuse, we reserve the right to take one or more of the following actions:

- Forfeiture of Bonuses and Winnings: Any bonuses, promotional offers, and associated winnings obtained through abusive practices will be forfeited.
- Account Suspension or Termination: Your account may be suspended or permanently closed.

- Recovery of Funds: We reserve the right to recover any funds obtained through fraudulent or abusive practices.
- Legal Action: We may take legal action against individuals who engage in fraudulent or abusive practices, including seeking damages and legal fees.

9.8 Promotions may include paid-entry products such as the Survivor Pool. Each promotional product is subject to its specific rules provided at the time of offer, in addition to these Terms. Eligibility criteria may include geographic location and account status. Unless expressly stated in the applicable rules, Bonuses and promotional credits are not eligible for entry purchase. (See Section 20 for further information on Survivor Pool).

10. DEPOSITS AND WITHDRAWALS

10.1. Deposits

To participate in games for money on the Services or to place Bets, You must deposit funds into Your Account. All funds in Accounts are held in a separate non-set-off account in the name of Saracen Development, LLC. Deposits made via a payment provider may take a few days to clear before they appear in Your Account, during which time they will be held by the payment provider. The funds in Your Account are held on Your behalf to satisfy any payment obligations You may incur from using the Services. Please note that interest is not payable on the funds held in Your Account.

In connection with making a deposit, You assert that:

- All money that You deposit in Your Account originates from a payment source of which You are the legal owner;
- All money that You deposit in Your Account is free from and unconnected to any illegality and, in particular, does not originate from any illegal activity or source; and
- All payments made into Your Account are authorized, and You will not attempt to reverse a payment or take any action to cause such a payment to be reversed by a third party to avoid any legitimate liability.
- You accept that all transactions may be checked for the detection of money laundering or fraud, and any transactions deemed suspicious may be reported to the appropriate authorities.

Deposits to Your Account can be made using several convenient methods, including:

- VIP Preferred ACH (Electronic Checking or Direct Deposit): Electronic transfer of funds between Your bank account and Your Account. You may only have three (3) ACH accounts linked to Your Account at any time.
- Debit/Credit Cards: Debit/credit cards with a MasterCard/VISA logo can be used to make deposits. You may only have a certain number, a number to be determined by Us that may change at given time, of active Debit/Credit Cards linked to Your Account at any time. Discover may be added as a payment option in the future.

- Prepaid Card: You can electronically transfer funds from a bank account or Debit/Credit Card to a prepaid card and then deposit those funds into Your Account.
- Online Transfer: Deposit funds using online transfer if You have a bank account set up with online bill pay at specific banks.
- PayNearMe Cash at Retail: Deposit funds into Your Account via locations that accept PayNearMe payments such as Walgreens, CVS, Caseys, and Family Dollar.
- Cash Cage Deposit: Deposit funds into Your Account at the cashier located at Saracen Casino Resort.
- PayPal/Venmo/Skrill/Apple Pay: Electronically transfer funds from a bank account to Your PayPal/Venmo/Skrill/Apple Pay account and then deposit those funds into Your Account.
- Cash App Pay: Electronically transfer funds from a bank account through your Cash App account into Your account using Our Services.
- Trustly: Electronically transfer funds from a bank account through Trustly into your account without sharing specific card details.
- Wire Transfers: A direct payment from Your checking or savings account into your Account. This payment method requires a $15,000 minimum deposit and additional vetting.

Funding Account Verification: Some funding methods will require additional checks to ensure ownership of bank account(s) utilized. This verification may include, but is not limited to, confirming first and last name, date of birth, the last four (4) digits of your social security number, your full social security number, residential address, unexpired US-Issued photo ID, and a selfie (image of oneself holding a valid US issued ID).

Credit Card Chargeback Fees: We reserve the right to assess fees in association for any credit card chargeback transaction You Initiate. We may charge a $5 fee per credit card chargeback transaction that You initiate, applicable against any available cash balance in Your Account at the time such fee is assessed. Any credit card chargeback that You initiate requiring pre-arbitration proceedings may further be assessed a $500.00 fee, applicable against any available cash balance in Your Account at the time such fee is assessed.

Cash Advance Fees: Please be aware that some Payment Processors or Card Issuers may treat Deposits as Cash Advances, which may incur additional Fees or Interest Charges from Your Card Issuer. We are not responsible for any Fees, Interest, or other Charges imposed by Your Card Issuer or Payment Processor as a result of Deposit Transactions. All rates and policies regarding additional fees are at the discretion of your banking institution.

10.2. BetSaracen may offer Wire Transfers as a payment method. To deposit or withdraw funds into or from Your Account via wire transfer, You must follow these steps:

- Complete any necessary paperwork and send any required documentation to be approved to use Wire Payments as a funding source for the Services.
- Obtain our banking details from the deposit Section of Your Account.
- Initiate the wire transfer from Your bank using the provided details.

- Ensure that the funds are transferred in U.S. dollars and include Your Account ID in the payment reference to avoid delays in processing.
- Bank accounts must be Your personal bank account and not associated with any business.

10.2.1 Please note that wire transfers may take up to 5 business days to be processed. We do not charge a fee for receiving wire transfers; however, Your bank may apply charges which are Your responsibility.

10.2.2 By using wire transfer as a payment method, You agree to comply with these terms and ensure the accuracy of the provided banking information to prevent any delays or issues in processing.

10.2.3 We reserve the right to accept or reject any wire transfer request We receive for any reason and at any time. We also reserve the right to set a limit on the threshold level allowed for wire transfers.

10.2.4 We reserve the right to suspend or close accounts found of any fraudulent behavior or activity associated with funding methods attached to their account.

10.3. Withdrawals and Refunds

We have policies and procedural checks for any withdrawal of winnings or refund of deposits without wagers is processed. These checks are part of our ongoing commitment to maintaining the security of our customers' funds and preventing any unauthorized withdrawals. Withdrawals of winnings from Your Account can be requested via Debit Card, ACH, check, PayPal/Venmo, Prepaid Card, or through the designated Cash at Cage at Saracen Casino Resort.

- Cash at Cage Withdrawals: Requests for cage withdrawals must be done via the platform and proper identification will be required upon pick up. All cash at cage withdrawal requests must be picked up within 24 hours of the request.
- Debit Card, ACH, PayPal/Venmo/Skrill/Apple Pay/Trustly/CashApp: Requests will be processed within five (5) business days.
- Check Withdrawals: Will be mailed within fourteen (14) business days via the United States Postal Service to the account address.

Withdrawal timeframes may be lengthened if we require additional documents or verifications to confirm Your identity or account details. In such cases, You will be notified of the required information, and the processing timeline will be extended accordingly until all necessary documentation is provided and verified.

Refunds of deposits without wagering activity will only be made in the same method in which the deposit was made, except for deposits made in cash, which cannot be refunded. The availability of withdrawn or refunded funds is subject to standard banking restrictions.

In connection with making a withdrawal, You assert that:

- All money that You withdraw from Your Account is transmitted to a payment source of which You are the legal owner;
- All money that You withdraw from Your Account is free from and unconnected to any illegality and, in particular, does not originate from any illegal activity or source; and
- All withdrawals from Your Account are authorized, and You will not attempt to take any action to cause such a withdrawal to be reversed by a third party to avoid any legitimate liability.
- You accept that all transactions may be checked for the detection of money laundering or fraud, and any transactions deemed suspicious may be reported to the appropriate authorities.

10.4. You can request withdrawals from Your Account at any time provided all payments made have been received. We reserve the right to pay any requested withdrawal partly or in total via the same method of payment and in the same currency with which deposits were made except for credit cards as We do not allow cashouts to credit cards. We reserve the right to confirm ownership and/or authorized use of all payment and withdrawal accounts. When account ownership or authorized use cannot be verified, We reserve the right to withhold withdrawals of account balances for clearance of the deposit through the deposit financial institution for up to one hundred and sixty (160) days.

10.5. To use certain Services, You may first need to download and install software as provided on the relevant Platform.

10.6 Account statements are available to You, which detail Your account activity.

11. PLACING WAGERS

11.1. To place a wager, You will be required to pay "real money" funds into Your Account by any of the following methods: (i) a deposit account; (ii) a debit card, which has been registered and verified pursuant to the requirements of the issuer, (iii) a credit card, which has been registered and verified pursuant to the requirements of the issuer; (iv) a reloadable prepaid card, which has been verified as being issued to You and is non-transferable; (v) cash complimentaries, promotional credits, or bonus credits; (vi) winnings during a gaming session; (vii) adjustments made by the licensee with documented notification to You; (viii) cash provided through Our agents, or (ix) any other means approved by the Arkansas Racing Commission.

Such funds will be deposited into Your Account upon actual receipt of funds by Us and/or Our agents. Minimum and maximum limits may be applied to the payments into Your Account, depending upon Your history with Us, the method of deposit, and other factors as determined solely by Us.

Deposits and withdrawals can be subject to review. In the case of suspected or fraudulent activity, We may suspend or terminate Your account and may refund or refuse to refund any monies

contained in Your account in Our sole and absolute discretion. By depositing funds into Your account, You verify You are the account holder and/or authorized to use any debit card, credit card and/or any financial account, and that You are responsible for funding the deposit.

11.2. We reserve the right to accept or decline the whole or part of any proposed Bet. Bets placed by credit/debit card, or any other means do not become valid until We have received payment or unless, at Our discretion, We allow the Bet subject to authorization. If payment has not been received before an event commences, then that Bet is automatically void unless We communicate otherwise to You at the time of the attempted placing of the Bet.

11.3. Each Bet will be given an individual number as confirmation. Bets will be valid (subject to meeting the criteria for placing a Bet laid down in these Terms) if accepted by the Saracen Sports Betting Server, whether or not the customer receives the bet code. We are not liable for the settlement of any Bets where We have not issued a written confirmation of acceptance of the Bet or where We are unable to display that Bet in the 'My Account' pages of the Services. It is Your responsibility to ensure that all of the details of Your Bets are correct. Once a Bet has been confirmed by Saracen, that Bet cannot be canceled by You. If You have any concern as to whether Your Bet has been accepted, please log in and go to the 'My Account' pages of the Services where details of all live Bets entered into by You will be displayed.

11.4. You must exercise Your own judgment in placing a Bet and You hereby confirm that You have not relied on the advice of any Saracen employee relating to any Bet. All sports data, analysis, news, editorial content, reports, recommendations, suggestions, and other information presented on the Services are provided 'as is' without any representations or warranties on their accuracy, correctness, timeliness, or usefulness.

11.4.1. We or our third-party service providers may utilize Artificial Intelligence ("AI") technologies to offer personalized wagering recommendations based on Your historical wagering patterns. These recommendations are provided solely as a convenience to You and should not be construed as guarantees or financial advice.

11.4.2. By accessing and using our Platform or Services, You agree that the decision to act upon any AI-driven recommendations rests entirely with You. YOU ACKNOWLEDGE THAT SARACEN DOES NOT ASSUME ANY LIABILITY FOR THE OUTCOME OF ANY WAGERING DECISIONS BASED ON PERSONALIZED CONTENT. AI-driven services are designed to assist, not to dictate Your decisions.

11.5. You agree to pay Us for all wagers that are placed with Us using Your Account. Wagers must be made via the platform.

11.6. Please familiarize yourself with betting and gaming terminology and how the various Bets and games are operated. If You have any questions relating to the foregoing, please contact Our Customer Support. Saracen cannot accept any responsibility if You place a Bet in circumstances where You do not fully understand any of the terms involved or how the Bet or game is operated.

11.7. On occasion, the prices available across the various Services may not be the same; for example, a price on our Platform or Services may not be the same as those prices available on other Services. Saracen accepts no liability for the fact that a customer could have obtained a different price through some other medium.

11.8. Guaranteed prices, other special offers or promotions are available at the discretion of Saracen and can be restricted on an individual Account basis at any time.

11.9. We are not responsible for any taxes that may be payable by You whether on any Bets, on any winnings or otherwise. You are solely responsible for all taxes and tax reporting to any relevant governmental, taxation, or other authority on any winnings or prizes paid to You by Saracen or any other related or affiliated entity, subject to applicable local, state, and federal tax laws and regulations.

11.10. We reserve the right to void, subject to regulatory approval, any or all Bets made by any group of people acting in conjunction with each other, or any individual acting alone, in an attempt to defraud Saracen.

11.11. We may, at Our sole discretion and without any requirement to give reasons, exclude any customer from the Services generally or from receiving selected promotions (e.g., guaranteed best price; bonuses; free bets; enhanced prices; and money-back specials) and any other promotions and offers introduced by Us from time to time.

11.12. In the event of a dispute over the time at which a Bet or wager was placed or whether a Bet or wager has been placed, then the time at which it was recorded (if recorded) on the transactional log will govern settlement. If an attempted Bet was not recorded on the transactional log, no Bet shall be deemed to have been placed. You should check Your Account balance each time You visit the Services. If You have any concerns or complaints, please contact help@betsaracen.com. If You feel You have exhausted all reasonable means to resolve Your complaint, You may contact the Arkansas Racing Commission:

DFA-Arkansas Racing Commission
Casino Gaming Section
101 E Capitol Ave #415
Little Rock, AR 72201

11.13. “Inside Information” means any information which has not been made public and, if it were made public, would be likely to have a material effect on the relevant market relating to the event. You represent and warrant that You are not misusing Inside Information to place a Bet and are not a person prohibited from engaging in sports wagering activities.

11.14. We are not responsible for any failure to place a wager due to system errors, network outages, or other technical issues. Saracen reserves the right to modify or terminate any Services or promotions at any time without notice.

11.15 Bet Slider Functionality

11.15.1 The Bet Slider is an optional wagering interface tool that allows You to adjust the odds offered on certain eligible markets by moving the slider within the offering. The Bet Slider does not determine or modify Your wager amount; You must manually enter or confirm Your stake before placing a wager.

11.15.2 Any odds displayed while using the Bet Slide are for informational and illustrative purposes only. Odds are not final until the wager is submitted and accepted by the platform. If the odds change before acceptance, the wager may be rejected or replaced with the next available odds in accordance with user selections or Section 23.

11.15.3 Technical issues (including, but not limited to device performance, network delay, or transitional intermediate pricing appearing during slider movement) may cause odds to differ from the final accepted odds. In all circumstances, the odds recorded in the transactional log at the time of acceptance constitute the official odds of the wager.

11.15.4 Use of the Bet Slider may not be available on all markets, all events, or during certain in-play or suspended betting states. We may modify, suspend, or discontinue the Bet Slider at any time without notice pursuant to Section 6.2.

11.16 BetVision Streaming and Wagering Features

11.16.1 BetVision offers a limited menu of in-play markets. Not all wager types, markets, or features available on the regular BetSlip are available within BetVision. Once You exit BetVision or select a market outside of the BetVision interface, Your BetSlip will revert to the standard BetSaracen wager interface.

11.16.2 A wager may be required to unlock or view certain streaming content due to licensing requirements with third-party streaming providers. Minimum wager requirements, if applicable, will be disclosed within the BetVision interface. You agree that such requirements are lawful and may vary by event, league, broadcast partner, or contractual obligation.

11.16.3 Eligible free bets, bonus cash, or promotional credits may be used to access BetVision streaming content when permitted. Restrictions, wagering requirements, and promotional rules apply pursuant to Section 9.

11.16.4 BetVision streams are provided solely for personal viewing within the BetSaracen Platform. Any recording, rebroadcasting, copying, or unauthorized use of BetVision content is strictly prohibited.

11.16.5 Streaming availability may be affected by geographic restrictions, licensing constraints, network conditions, or technical limitations. We do not guarantee uninterrupted BetVision streams, and We are not responsible for delays, outages, or loss of access. Wagers affected by stream interruption shall be handled in accordance with these Terms and Conditions, including, without limitation, the applicable wagering, settlement, and dispute resolution provisions.

11.16.6 Market selection within BetVision does not guarantee the availability or acceptance of a wager. All wagers are subject to acceptance by the Saracen Sports Betting Server pursuant to Sections 11.2 and 11.3.

12. GAME FAIRNESS

12.1 In the event of any discrepancies between game results shown on your device and the results recorded in our system, the results recorded in our system will be considered final and binding.

12.2 In the event of a dispute, please contact help@betsaracen.com. If You feel You have exhausted all reasonable means to resolve Your complaint, You may contact the Arkansas Racing Commission:

DFA-Arkansas Racing Commission
Casino Gaming Section
101 E Capitol Ave #415
Little Rock, AR 72201

13. WINNING(S), PAYMENT(S), AND CONSENT TO PAPERLESS DELIVERY OF TAX-RELATED DOCUMENTS

13.1 All cleared winnings will be credited to Your Account. For details on withdrawal methods, please refer to Section 10.3. The results of wagers will be confirmed by the relevant governing body or as otherwise generally accepted. The maximum payment to any one (1) customer in any twenty-four (24) hour period, regardless of the size of the stake or number of bets, will be as set out in the House Rules or specified on the Bet Receipt, whichever is the lesser amount. It is strictly the customer's duty to stay within the limits set out in the House Rules, and We will not under any circumstances pay any amounts exceeding these limits for any purported winnings.

13.2 Under the penalty of perjury, You declare that, to the best of Your knowledge and belief, the name, address, and Social Security Number or ITIN that You have furnished correctly identify You as the recipient of any sports wagering payments and any payments from identical wagers, and that no other person is entitled to any part of these payments. You acknowledge the Form W-2G and/or 1099-Misc may be issued by Us by January 31 following the year of the payment. By accepting these Agreements, You acknowledge that any winnings that You win by using the Services are subject to the IRS regulations and You permit Your acceptance of these Agreements to serve as an electronic signature and to suffice any acceptance and signature on any tax documents incurred during the sports wagering activity.

13.3 Your acceptance of these Agreements serves as acknowledgement that the Form W-2G and/or 1099-Misc may be issued by Us by January 31 following the year of the receipt of winnings consisting of cash or merchandise for which a twelve (12) month accumulated value of six hundred US dollars ($600) or more won by using the Services are subject to the IRS regulations.

13.4 We may require information and or documentation, including, but not limited to: a valid state issued ID, social security verification, self-certified identification, any documentation in relation

to any and all payment methods with association to Your account. At time We may require additional verification on any documentation, including notarization. You agree to provide such information or documentation as We, in Our unfettered discretion, may request for tax reporting purposes.

13.5 Your account balance is the amount of real money held in Your Account (if any), plus any winnings and/or minus any losses accrued from using the Services, less any entry or other fees, if applicable, and less any amounts previously withdrawn by You or amounts forfeited or reclaimed by Us due to any known or suspected fraud or due to deposits or other transactions rejected or cancelled by Your bank or any relevant third-party bank (whether as a result of insufficient funds, charge-backs or otherwise), or any sums which are otherwise deductible or forfeited under these Agreements ("Account Balance").

13.6 Acceptance of a payment request is subject to any deposit method restrictions, bonus restrictions and/or Security Reviews (see Section 24 below) and any other terms of these Agreements. All amounts You withdraw are subject to the transaction limits and any processing fees for deposits and withdrawal methods that We notify You of before payment.

13.7 We may report and withhold any amount from Your winnings in order to comply with any applicable law. All taxes due in connection with any winnings awarded to You are Your sole liability. Account balances cannot be transferred, substituted or redeemed for any other prize. Payment of funds which You withdraw shall be made by the withdrawal options available by Us, and/or any other manner which We select in Our sole discretion.

13.8 We may report winnings to the Internal Revenue Service (IRS) and the Arkansas Department of Revenue for:

- Any bet which results in proceeds of $2,000.00 or more from a slot game; or
- Any bet which results in proceeds of $2,000.00 or more where the winnings are at least 300 times the amount of the wager.

We also withhold taxes on any bet which results in proceeds of $5,000.00 or more where the winnings are at least 300 times the amount of the wager. We withhold 24% of the proceeds and remit such amount to the IRS. For bets that meet the legally required threshold in the State of Arkansas, we also withhold the percentage of the net proceeds required by law in the State of Arkansas and remit such amount to the Arkansas Department of Revenue.

13.9 If You are subject to IRS reporting requirements, We will send You Form W2-G summarizing the information for tax purposes by March 31st of the year following the end of the tax year in which the winnings occurred. You hereby affirmatively consent to receive all Your tax-related documents, including any IRS Form 1099 and/or Form W-2G, electronically. Tax-related documents will remain available electronically for at least one year after the date the document is first made available to You electronically.

13.10 If You wish to opt out of paperless delivery of tax-related documents, please provide a written notice prior to agreeing to these Terms either: (1) by mail to Saracen Development, LLC, [1 Saracen Resort Dr, Pine Bluff, AR 71601], (Attn: Legal Department); or (2) by contacting Customer Service at help@betsaracen.com. We may take up to 15 business days after receipt to process Your request, but any valid election to opt out of paperless delivery for tax-related documents will be applied as of the date that You agreed to these Terms. In each case, Your written notice should contain:

(1) a statement that You are opting out of paperless delivery of tax-related documents;

(2) Your US tax identification number; and

(3) Your full legal name. If You choose not to affirmatively consent to receive tax-related documents electronically, a paper copy of all relevant tax-related documents will be provided to You at the last updated address in Your Account when the tax-related documents are issued.

(4) Username and email address associated with your account.

(5) Proof of address for tax-related documents to be delivered.

In addition to consenting to and obtaining electronic copies, You may request additional paper copies of Your tax-related documents by contacting Customer Service. Requesting a paper copy of Your tax-related documents will not be considered a withdrawal of Your consent for paperless delivery. You must formally withdraw consent to begin regularly receiving a paper copy of Your future tax-related documents.

13.11 You agree to notify Us promptly if Your e-mail address or other account information changes by updating Your account information on the Services or contacting Customer Service. For information that is required by law to be sent to You, including Form 1099 and Form W-2G, if We receive an electronic notice that an e-mail is undeliverable due to an incorrect or inoperable e-mail address, We will resend such information via U.S. Postal Service to Your address on file.

13.12 To access Your electronic tax-related documents, You need to be able to read Adobe PDF files. To do this, You must have Adobe Acrobat Reader installed on Your computer. It can be downloaded for free at [http://get.adobe.com/reader/]. You also need to have a computer with Internet access that supports the use of a browser that supports 128-bit encryption and have JavaScript enabled in Your browser. You need hardware as necessary to support this software. In order to keep copies for Your records, You will need to have access to a printer or have the ability to download information.

We reserve the right to stop paperless delivery of Your tax-related documents at any time by giving You notice. If We choose to do so, We will send You paper copies of Your tax-related documents.

14. INACTIVE AND DORMANT ACCOUNTS

14.1. If You do not access Your Account by "logging on" to Your Account using Your Account name and password and either (i) place a wager or bet via the Services, or (ii) make a deposit as applicable, for any consecutive period of 16 months.

14.2. Dormant accounts will be subject to the Unclaimed Property Act at A.C.A. §18-28-201 et seq. and the Unclaimed Property Rules and Time Limits for Arkansas.

15. THIRD PARTY CONTENT

15.1. Abusive or offensive language will not be tolerated on Our chat boards, or otherwise by You on the Platforms, Services, or with Our staff. In addition, You are not entitled to make untrue and/or malicious and/or damaging comments with regard to the Our operation in any media or forum.

15.2. We may reject or delete any text, files, images, photos, video, sounds, or any other materials ("Third Party Content") posted by You on the Platforms which in Our sole opinion breaches the terms of these Agreements.

15.3. Any violation of this policy may result in removal of the Third-Party Content, a suspension of Your use of the Services and/or such other action as may be reasonably required by Us to ensure compliance.

16. DISCLOSURE OF ACCOUNT NAME AND PASSWORD

The Account name and password selected when You register for an Account should not be disclosed to any third party. You are solely responsible for the security of Your Account name and password, and all activities that occur under Your Account name and password.

You agree to keep Your Account name and password secret and confidential and not to allow anyone else to use it. As an authorized player, You are prohibited from allowing any other person access to or use of Your Account. Every person who identifies themselves by entering a correct username and password is assumed by Us to be the rightful Account holder and all transactions where the username and password have been entered correctly will be regarded as valid. In no event will We be liable for any loss You suffer as a result of any unauthorized use or misuse of Your login details. We shall not be required to maintain or provide Your password. If You forgot or lose Your password, You must select the "Forgot Password" option available through the Platform. We will send a password-reset email to the email address associated with Your Account. You must follow the instructions contained in that email to establish a new password.

Once a password-reset process is successfully completely, the newly established password will replace Your previous password and will be the current password for Your Account. Your previous password will no longer be valid. Your new password cannot be your previous password.

Resetting Your password does not automatically unlock, reactivate, or remove a suspension or restriction from Your Account. If Your Account remains locked, restricted, or suspended. You

must contact Customer Support and complete any verification or review before Account access may be restored.

We will not request Your password by email, telephone, chat or another Customer Service channel. You are responsible for maintaining the confidentiality and security of Your password and access to the email associated with Your Account.

17. FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED DEPOSITS

We have a zero-tolerance policy towards inappropriate play and fraudulent activity. If, in Our sole determination, You are found to have cheated or attempted to defraud Us or any other user of any of the Services in any way, including but not limited to game manipulation or payment fraud, manipulation of the multi-currency facilities, betting on all possible outcomes of a game or event or if We suspect You of fraudulent payment, including use of stolen debit and/or credit cards, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment) or prohibited transaction (including but not limited to money laundering) or if Your deposits failed to be honored by Your bank for any reason, We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (i) debiting the amount owed by You from Your Account; and (ii) instructing third party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any criminal or suspicious activities to the appropriate authorities.

We reserve the right to void and withhold any or all winnings made by any person or group of persons where We have reasonable grounds to believe that said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage Us and/or the Services and/or the Platforms in any way.

In the interests of data protection, security and avoidance of fraud. We do not permit use of any communication channels included within the Services and/or the Platforms to offer or promote any offers, products and services (whether Yours or a third party's). You are expressly prohibited from posting information or contacting Our customers to offer or promote any offers, products or services.

18. LIMITED LICENSE

We hereby grant You the limited, non-exclusive, non-transferable, non-sublicensable right to install and use the software we make available from the Platforms used to provide the Services (the “Software”) and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. You may install and use the Software on a hard disk or other storage device and make backup copies of the Software, provided that such use and backup copying is only for Your own personal use in using the Services in accordance with these Agreements, and further, that such installation and use is made through a computer or other device

of which You are the primary user. The Software is the valuable intellectual property of Us and/or associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivate works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Software; (c) make the Software available to any third party through a computer network or otherwise; d) export the Software to any country (whether by physical or electronic means); or (e) use the Software in a manner prohibited by applicable laws, regulations and/or this Agreement (together the "Prohibited Activities").

You will be solely liable for any damages, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify Us immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide Us with reasonable assistance with any investigations it may conduct in light of the information provided by You in this respect.

19. LOCATION SERVICES

19.1. In connection with Our Privacy Policy and as an addition thereto, You agree that certain services, including those provided by a third party including for geolocation monitoring and tracking to make use of Your location data. If You use such services, You consent to Us and the geolocation service provider transmitting, collecting, maintaining, processing and using Your location data in order to provide and improve location-based services. You may withdraw this consent at any time by turning off the location settings or by notifying us in writing that You would like to withdraw such consent. However, if You turn off the location settings or if Your location is unable to be to precisely tracked for any reason, You may be prevented from accessing or using Our Services.

19.2. The placing of wagers and bets on the Platforms is restricted by the Arkansas Racing Commission to users who are physically located within the State of Arkansas. To confirm Your desktop/laptop location, We use a third-party method using IP address and WiFi signal. If one of the two is not confirmed, You will not be allowed to use the Services. To confirm Your mobile device location, We use a third-party method using carrier cell tower and WiFi signal. If Your mobile device location is not confirmed, You will not be allowed to use the Services. We cannot guarantee that Your device will be able to successfully use the Location Services. If We or Our third-party providers are unable to precisely track Your location for any reason, You may be prevented from accessing or using the Services. We are not liable for Your inability to access or use the Services.

19.3. By registering to use the Services, You consent to the monitoring and recording by us (or Our service providers) and/or by the Arkansas Racing Commission of any wagering communications and geographic location information for the purpose of determining compliance with the Casino Gaming Rules of the Arkansas Racing Commission. We will handle all information collected through the Location Services in accordance with Our Privacy Policy.

20. SURVIVOR POOL

20.1 Scope: BetSaracen may offer a paid or promotional entry Survivor Pool for major sporting seasons and events. The Survivor Pool is governed by these Terms and Conditions and by the Survivor Pool Rules displayed within the product. In the event of any conflict between these Terms and the Survivor Pool Rules, the Survivor Pool Rules will control with respect to the operation of the Survivor Pool.

20.2 Eligibility and Geolocation: Participation is limited to verified patrons who are 21 years of age or older and physically located within the State of Arkansas at the time of entry and at the time any pick is made. Geolocation verification is required, and use of location services is a condition of access. We may refuse or restrict participation for any reason, including wagering history, responsible gaming concerns, or prior misuse of promotions.

20.3 Entry and Funding: Entry limits, fees, deadlines, and bracket details will be disclosed within the product and promotion page prior to purchase or entry. Unless otherwise stated in the Survivor Pool Rules, entries must be purchased using the patron's cash balance and may not be purchased with bonuses or promotional credits. A maximum of five entries per pool is permitted unless otherwise specified. Each pool operates independently with its own prize pool determined by the number of entries.

20.4 Prizes: Prize determinations, tie-handling procedures, and payment timelines are as stated in the Survivor Pool Rules and are subject to verification and integrity review under these Terms. Prizes are paid in cash within 30 days of contest completion, unless otherwise stated.

20.5 Integrity, Errors, and Cancellations: We may modify, suspend, or cancel any Survivor Pool to address fraud, technical issues, regulatory action, or other circumstances affecting contest integrity at any time. Refunds or proportional prize distributions may be issued at our discretion in accordance with these Terms. It is the player's responsibility to contact Customer Support before the scheduled start time of a selected game if an entry is not processed correctly.

20.6 Invitation-Only Pools: BetSaracen may offer invite-only Survivor Pool Brackets to select patrons; additional eligibility verification or documentation may be required prior to prize release.

20.7 Data Display: Any live scores, statistics, and or standings displayed in-app are provided for informational purposes only and are not guaranteed accurate.

20.8 Conduct: All general prohibitions, anti-cheating measures, and user conduct of these Terms apply to participation in the Survivor Pool.

21. BRACKET CONTESTS AND PICK 'EM CONTESTS

21.1. From time to time, We may offer promotional or free-to-play contests, including but not limited to bracket-style contests and pick'em-style contests (each, a "Promotional Contest" and collectively, the "Promotional Contests"). Promotional Contests are not traditional sports wagers and are offered subject to specific rules, scoring criteria, eligibility requirements, and prize structures disclosed on the Platform at the time of entry.

21.2. Participation in any Promotional Contest is strictly limited to users who are physically located within the State of Arkansas at the time of entry and participation, and who otherwise meet the eligibility requirements set forth in these Terms and Conditions and the applicable contest-specific rules. We reserve the right to verify a user's location and eligibility and to void entries, disqualify participants, or withhold or reverse prizes or promotional awards if these requirements are not satisfied.

21.3. Participation in any Promotional Contest is subject to these Terms and Conditions, as well as the applicable contest-specific rules, game rules, and any additional terms published on the Platform or otherwise made available to You in connection with the applicable Promotional Contest. In the event of any conflict, the applicable contest-specific rules shall govern the operation and outcome of the applicable Promotional Contest.

21.4. We reserve the right, in Our sole discretion and at any time, to modify, suspend, cancel, or terminate any Promotional Contest, in whole or in part, with or without notice, and to correct any errors in scoring, results, or prize calculations. We shall not be liable for any such modification, suspension, cancellation, termination, or correction, to the fullest extent permitted by applicable law.

21.5. Prizes may be awarded as bonus bets, promotional credits, or other rewards as specified in the applicable Promotional Contest rules, and may be subject to additional terms, conditions, wagering requirements, and verification procedures prior to withdrawal or use.

22. USER CONDUCT, CONSENT TO CONTACT YOU, CONTACT INFORMATION, SPECIAL PROMOTIONS AND CUSTOMER SERVICE

22.1. You hereby expressly consent to Us, Our affiliates, Our service providers, licensed vendors, regulatory authorities, and any current, replacement, or successor licensed gaming operator using the contact details and information associated with your account to contact You directly in relation to Your use of the Services or any other products or services offered by Us, Our partners or affiliates; account balances or wagers, tax documents and account records, responsible gaming or self-exclusion matters, complaints or disputes; chargebacks; security or regulatory requirements; changes to, transfer of, replacement of, or discontinuation of the Services; or other matters necessary to administer Your Account or the Services.

Subject to applicable law and Your communication preferences, We, Our partners, or Our affiliates may also contact You regarding products, services, promotions, or offers using Your (i) email address, (ii) mobile phone number for calls or mobile messaging, including, but not limited to SMS messages, MMS messages, push notifications and iMessages and (iii) physical mailing address.

22.2. We may, from time to time, offer You special promotions and/or bonuses. These promotions may be communicated to You by various means, including but not limited to (i) email, (ii) mobile phone call, (iii) SMS message, MMS message, push notification, iMessages, and other available mobile messaging and (iv) additional windows or pop-ups within the Services. Promotions begin at 12:01 am and end at 11:59pm CST on specified dates, unless stated otherwise in the promotions Terms and Conditions.

22.3.1 By participating in any BetSaracen promotion(s), You consent to our use of your first name, last initial, city, state, image, and any statements related to the promotion for marketing, advertising, and publicity purposes in any medium, without additional compensation, unless prohibited by law.

22.4. We shall provide you with an opt-out option in relation to various types of notifications, correspondence, marketing communications and promotions from Us. Note that some Services offered by Us or a Third-Party require communications, including but not limited to SMS messages, MMS messages, push notifications, iMessages and/or other available mobile messaging, related to the Services, including but not limited to notification to complete monetary withdrawals or deposits. In the event You opt out of such communications, You will not be able to participate in such Services.

Opting out of marketing or promotional communications will not prevent Us, Our service providers, or an authorized current or successor licensed gaming operator from sending non-marketing communications reasonably necessary to administer Your account, process or settle transactions or wagers, return or account for funds, provide tax or regulatory notices, administer responsible gaming requirements, protect Account security, or communicate changes to the Services.

22.5.1 Changes to your communication preferences may take up to twenty-four (24) hours to take effect. If You have previously opted in to a promotion, You may continue to receive related communications until the promotion concludes.

22.5. For quality assurance, incoming and outgoing calls made with customer service department or any employee associated with Our services may be recorded. We may utilize artificial intelligence (AI) technologies to facilitate customer communications and assist in troubleshooting account or technical issues. Information shared during these AI-assisted interactions may be used to improve the efficiency and accuracy of the AI system. Personally identifiable information will not be stored by the AI for training purposes. All AI-assisted communications will be subject to these Terms and our Privacy Policy, and patrons remain responsible for the accuracy of any information provided during such interactions.

22.6. We will not tolerate any abusive behavior exhibited by Users of the Services to Us or a Third Party. In the event that We, in Our sole discretion, deem that Your behavior, via telephone, live chat, email, text or otherwise, has been abusive or derogatory towards any of Our or Third-Party employees, We shall have the right to block or terminate your account with Us. When accessing or using our Services, you are prohibited from:

a. Content Restrictions: You may not upload, post, email, transmit, or otherwise distribute any content that:

- Is unlawful, harmful, threatening, abusive, defamatory, vulgar, obscene, privacy-invasive, or racially, ethnically or otherwise objectionable.

- Is restricted by any law or within any contractual or fiduciary relationships (e.g., confidential information acquired through employment or under non-disclosure agreements).
- Infringes upon patents, trademarks, trade secrets, copyrights, or other proprietary rights.
- Includes unsolicited or unauthorized advertising, promotional materials, spam, chain letters, pyramid schemes, or any form of solicitation.
- Contains malware or any other computer codes, files, or programs that may interrupt, destroy, or limit the functionality of any computer software or hardware.

b. Impersonation: Do not pretend to be another person or entity, including PSI personnel, nor falsely represent your affiliation with any person or entity.
c. Content Origin: Avoid altering headers or identifiers to disguise the origin of any content transmitted via the Service.
d. Access and Usage: Do not act in a way that negatively impacts others' ability to access or use the Service.
e. Service Load: Refrain from actions that place an unreasonable or excessively large load on the Service's infrastructure.
f. Interference: Do not interfere with or disrupt the Service, or networks and servers connected to the Service, nor violate any of the networks' policies or regulations.
g. Unauthorized Access: Do not attempt to gain unauthorized access to the Service, including its servers or networks, or any related computers, networks, or databases.
h. Automated Access: The use of bots, AI, or any similar technology to access, use, download, reproduce, or archive any portion of the Service is prohibited.
i. Commercial Use: It's forbidden to sell, share, transfer, trade, loan, or use any part of the Service, including user accounts and passwords, for commercial purposes.
j. Cheating and Collusion: Engaging in any activity that seeks to exploit or violate the Service's governing documents is not allowed. (See 41 Anti-Cheating Policy)
k. Legal Compliance: You must comply with all relevant local, state, provincial, federal, national, and international laws, and regulations.

23. ERRORS, OBVIOUS ERRORS, RESETTLEMENT AND CANCELLATIONS

23.1. We make every effort to ensure that we do not make any errors in wagers offered or wagers accepted. However, if as a result of mechanical, technical or human error, We offer, or You place, a wager in Obvious Error, We reserve the right to either (i) settle winning wagers at the “correct price,” as reasonably determined by Us, or (ii) void any wagers placed in Obvious Error. Obvious Errors include, but are not limited to, the following: (a) wagers offered or placed on events after the outcome is already known; (b) wagers offered or placed on markets where incorrect participants are listed; (c) wagers offered or placed on markets where participants are incorrectly designated or listed in the incorrect order (e.g., Home Team listed as Away); (d) wagers offered or placed at odds that are materially different than those available in the general betting market for

a given event at the time the wager was placed; (e) wagers offered or placed at odds which reflect an incorrect score situation; or (f) wagers offered or placed at odds being clearly incorrect given the probability of the event occurring (or not occurring) at the time the wager was placed (exclusive of certain special offerings or "odds boosts" advertised as such).

23.2. We reserve the right, at Our own discretion, to declare a wager void, totally or partially, if any of the following circumstances have occurred: (a) a wager has been offered, placed and/or accepted containing an Obvious Error; (b) a wager has been offered, placed, and/or accepted on a sporting event or team that is not approved by the Arkansas Racing Commission; (c) a wager is placed and/or accepted while Our Services encountered a mechanical, technical, or systematic problem, which would not have been accepted but for that problem; (d) a wager or result has been affected, directly or indirectly, by illegal activity; or (e) a wager is placed and/or accepted on a market that is voided in its entirety (e.g., for an incomplete, abandoned, suspended, postponed or cancelled event).

23.3. We prohibit parlay wagers that include two or more outcomes that are, or could turn out to be, related (e.g., Team X to win 3-0 and Team X to win the game). We take all necessary steps to prevent acceptance of these prohibited parlay wagers. However, if such a parlay wager is placed, We reserve the right, solely at Our own discretion, to declare void some or all parts of the parlay wager that includes the related outcomes at odds that do not account for the related contingency. This provision does not apply to parlay wagers placed through custom parley or parley wagers that are explicitly identified as special offerings.

23.4. Markets are generally settled shortly after the end of the event in question. We may settle (or partially settle) some markets before the official result is declared purely as a customer service benefit. However, We reserve the right to amend the settlement of the market if: (i) the official result is different than the result on which We initially settled the market; or (ii) the whole market is eventually voided (e.g., for an incomplete, abandoned, suspended, postponed or canceled event).

23.5. We reserve the right to reverse the settlement of a market if a market is settled in error. We reserve the right to take any necessary action, without prior notice and within reasonable limits, to adjust any inaccuracy in Your account due to a settlement error, including through the reversal, amendment, or cancellation, or any subsequent transaction. As a result of a market resettlement, We may amend an account balance and/or deduct funds from Your account.

23.6. We reserve the right to reverse the settlement of, and take necessary action to correct, a payment of a wager to You that was affected by a technical, pricing or settlement error at any time between the original placement of the wager and the payment. That necessary action may include, but is not limited to, resettling the impacted wager at the value that would reflect the proper payment value.

23.7. If We void a wager and/or amend or reverse the settlement of any wager as a result of an Error, including an Obvious Error, and deduct funds from Your Account, in the event there are insufficient funds in Your Account, We may demand that You pay Us the relevant outstanding amount related to such wager. If such demand(s) are not met, We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be

available to Us including, but not limited to, (i) debiting the amount owed by You from Your Account; and (ii) instructing internal or third-party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any owed amounts.

24. SECURITY REVIEW

To maintain a high level of security and integrity in the system, We reserve the right to conduct a security review at any time to validate Your identity, age, and the registration data provided by You, to verify Your use of the Services, including but not limited to Your compliance with these Agreements and the policies of Ours and Your financial transactions carried out via the Services for potential breach of these Agreements and of applicable law (a "Security Review"). As such, You authorize Us and Our agents to make any inquiries of You and for Us to use and disclose to any third party We consider necessary to validate the information You provide to Us or should provide to Us in accordance with these Agreements, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases. In addition, to facilitate these Security Reviews, You agree to provide such information or documentation as We, in Our unfettered discretion, may request.

25. FORFEITURE & ACCOUNT CLOSURE

25.1. WE RESERVE THE RIGHT, IN OUR UNFETTERED DISCRETION AND IN RELATION TO YOUR ACCOUNT, ANY RELATED ESP (as that term is defined at clause 8) ACCOUNT, AND/OR SERVICES OWNED OR OPERATED BY OR ON BEHALF OF US AND, IN THE CASE OF YOUR USE OF THE SERVICES, TO TERMINATE THESE AGREEMENTS, WITHHOLD YOUR ACCOUNT BALANCE, SUSPEND YOUR ACCOUNT, AND RECOVER FROM SUCH ACCOUNT THE AMOUNT OF ANY AFFECTED PAY-OUTS, BONUSES AND WINNINGS IF:

25.1.1. You are in material breach of any of these Agreements;

25.1.2. We become aware that You have used or attempted to use the Services for the purposes of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity (including without limitation, any manipulation of the multi-currency facilities);

25.1.3. We become aware that You have played at any other online wagering or betting site or services and are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity;

25.1.4. You have "charged back" or denied any of the purchases or deposits that You made to Your Account;

25.1.5. You become bankrupt or analogous proceedings occur anywhere in the world; or

25.1.6. Upon instruction of the appropriate law enforcement agency or regulatory body.

25.1.7. If You close your account, it will remain closed without the possibility for reinstatement.

25.1.7 We become aware of any language indictive of a Responsible Gaming problem.

26. TERMINATION

26.1. You are entitled to close Your Account and terminate these Agreements for any reason or no reason on seven (7) days' notice to Us by withdrawing the entire balance from Your Account and sending a letter or email or telephoning Us using the details at "contact Us". We will respond within a reasonable time provided that You continue to assume responsibility for all activity on Your Account until such closure has been affected by Us.

26.2. We take Responsible Gaming seriously. If You want to close Your Account for responsible gaming reasons, please contact US to self-exclude.

26.3 Without limitation to Section 25, We are entitled to terminate these Agreements on seven (7) days' notice (or attempted notice) to You at the email address You have provided to Us. In the event of termination by Us, We shall give notice of the termination to You via email and, other than where termination is pursuant to Section 25, as soon as reasonably practicable refund the balance of Your Account. Where We have terminated pursuant to Section 25, any payouts, bonuses and winnings in Your Account are non-refundable and deemed forfeited.

26.4. Termination of these Agreements will not affect these Agreement which by their nature are intended to survive termination, including, without limitation, provisions relating to account security, fraud and prohibited activities, dispute resolution, governing law, limitation of liability, indemnification, responsible gaming, self-exclusion, intellectual property, and any payment, tax, or regulatory obligations, along with any other Sections which are required for the purposes of interpretation.

26.5 We may suspend, discontinue, or permanently cease providing all or any portion of the Services, subject to applicable law and any required regulatory approval or notice. If We discontinue or transfer the Services, We may provide notice through the Platform, by email, or through another reasonable method of using the contact information associated with Your Account.

Following such notice, You are responsible for:

1. Reviewing all notices and instructions provided by Us;
2. Ensuring that all contact information and mailing address associated with your Account are accurate and current;
3. Withdrawing any available account balance within the time and through the methods communicated by Us;
4. Downloading or retaining copies of any Account statements, wagering records, transaction history, tax documents, or other records You wish to maintain; and

5. Contacting Customer Support within any stated deadline regarding unresolved withdrawals, document requests, account balances, open wagers, disputes or other Account-related matters.

We may establish deadlines for deposits, wager placement, withdrawals, account registration, account access, or other account activity as reasonably necessary to discontinue the Services.

Open wagers may remain active and be settled in accordance with the applicable House Rules and the terms in effect when the wager was accepted. We may provide an alternative method of accessing funds, receiving records, or contacting Customer Service if access through the Platform is restricted or discontinued. Nothing in this Section requires us to provide a particular withdrawal, payment, communication, or account-access method except as required by applicable law or the Arkansas Racing Commission.

Any account Balance remaining after the applicable withdrawal or claim period will be handled in according with these Terms and Conditions and applicable law, including applicable unclaimed-property requirements.

Discontinuation of the Services will not affect rights or obligations that accrued before discontinuation of these Agreements that are intended to survive termination, including provisions relating to open wagers, account balances, payments, taxes, disputes, responsible gaming, prohibited persons, regulatory compliance, privacy, data sharing, and record retention.

27. COMPENSATION

YOU AGREE THAT YOU WILL ONLY USE THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENT. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE INCUR ARISING FROM ANY BREACH BY YOU OF THESE AGREEMENTS.

28. SETTING LIMITS AND SELF-EXCLUSION

28.1. You may suspend activity on Your Account for a period of time as chosen by You, however, dormant accounts will be subject to the Unclaimed Property Act at A.C.A. §18-28-201 *et seq*. and the Unclaimed Property Rules and Time Limits for Arkansas. Any funds remaining in Your Account shall be presumed abandoned.

28.2. You may set daily, weekly, and/or monthly responsible gaming limits, including Deposit Limits, Stake Limits, Session Limits, Loss Limits, and select a Time-out period. All selected limits are visible in the limit history section of Your Account by selecting Account Settings and Limits.

For purposes of calculating a Deposit Limit, a deposit must be submitted for processing before it will count toward the applicable limit. Merely beginning and then abandoning a deposit without submitting it for processing will not count toward Your Deposit Limit.

Once a deposit has been submitted for processing, the attempted deposit will count toward the applicable limit when submitted, regardless of whether the deposit is subsequently approved, declined, rejected, canceled, reversed or otherwise unsuccessful. As a result, a failed or unsuccessful deposit attempt may reduce the amount You are permitted to deposit during the applicable daily, weekly, or monthly period.

If you experience difficulty submitting or completing a deposit, You should contact Customer Support at help@betsaracen.com and/or Your bank or financial institution before making additional deposit attempts. Repeated unsuccessful deposit attempts may further reduce the amount available under Your applicable Deposit Limit.

You may lower any Deposit Limit, Stake Limit, Session Limit, or Loss Limit through the responsible gaming settings within the Platform. Any request to increase a limit is subject to the applicable waiting period and any verification or responsible gaming review requested by Us or applicable law.

To remove an existing Deposit Limit, Stake Limit, Session Limit, or Loss Limit, You must contact Customer Support and complete any review or verification required by Us. Changing an existing limit to zero does not remove or disable the limit. Setting a limit to zero will prevent You from completing the activity governed by that limit.

By placing Your account in a time-out status, You are restricting Your ability to wager through the platform and use of our Services. A Time-out may not be shortened, modified, or removed after it has been confirmed, except as otherwise permitted by law.

28.3. If You request placement on the self-exclusion list, You shall deliver a completed request for self-exclusion to Us.

28.3.1 If You elect to self-exclude directly within the platform, You will be required to select a self-exclusion duration. The available self-exclusion periods are:

- 1 year
- 3 years
- 5 years
- 10 years
- Permanent Exclusion

28.3.2 Once selected and confirmed, a self-exclusion period is irrevocable and may not be shortened, modified, or removed prior to the expiration of the chosen term. During any self-exclusion period, You will not be permitted to access Your Account, place wagers, deposit funds, redeem promotional offers, or otherwise use the Services.

28.3.3 Upon expiration of a non-permanent self-exclusion period, Your Account will not automatically reopen. You must contact Customer Support to request reinstatement and complete any required verification steps, which may include the submission of identification documents, responsible gaming acknowledgments, and any additional measures deemed necessary to protect You or comply with Arkansas Racing Commission requirements.

28.3.4 A permanent self-exclusion shall remain in effect indefinitely and is not eligible for reinstatement under any circumstances.

28.3.5 Any wagers that remain open at the time a self-exclusion is initiated will remain active and will settle based on the wager details as originally placed. A self-exclusion will not void, cancel, or modify any open wagers. If, at the time of self-exclusion, Your Account has a balance greater than five dollars ($5), the remaining funds will be issued via check to the mailing address on file for Your Account.

28.4. If You have elected to use any of the self-exclusion tools in connection with any of the Platforms provided by Us from time to time, You acknowledge and agree that You are not permitted to open or use another Account with Us during the self-exclusion period You have selected.

28.5 If You or someone you know may have a gambling problem, free and confidential help is available twenty-four (24) hours a day, seven (7) days a week through the following resources:

- **Arkansas Problem Gambling Council**
  - 301 President Clinton Avenue B
  - Little Rock, AR 72201
  - Office: (501) 403-2321

- **National Problem Gambling Helpline**
  - Call or Text: 1-800-MY-RESET (1-800-697-3738)
  - Chat: www.1800myreset.org

29. PROHIBITION OF TRANSACTIONS FROM CORRECTIONAL FACILITIES

29.1 We strictly prohibit transactions originating from any local, state, or federal correctional facility, prison, jail, or similar detention center ("Correctional Facility"). Transactions from Correctional Facilities pose unique risks and challenges, including security concerns, limitations on communications, and potential legal restrictions. As such, We do not accept, process, or facilitate transactions originating from Correctional Facilities under any circumstances.

29.2 It is Your responsibility to ensure that Your transactions comply with these Terms. If You are aware that You are located within or connected to a Correctional Facility, You must refrain from using Our Services for any transaction.

29.3 If We suspect or determine that a transaction has originated from a Correctional Facility, We reserve the right to take appropriate actions, including but not limited to: (1) canceling the transaction; (2) suspending or terminating Your account; and/or (3) reporting the incident to relevant authorities.

29.4 By using Our Services, You agree to comply with all applicable local, state, and federal laws and regulations. You acknowledge that engaging in transactions from Correctional Facilities may be in violation of such laws and could result in legal consequences.

29.5 We disclaim any liability for any transactions initiated from Correctional Facilities, including but not limited to any losses, damages, or legal consequences that may arise from such transactions. You engage in such transactions at Your own risk.

30. LIMITATIONS AND EXCLUSIONS

30.1. WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES AND THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SITE WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE OR HARDWARE. YOU HEREBY ACKNOWLEDGE THAT THE SITE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SITE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING SITE USE AND/OR SITE AVAILABILITY, ACCESSIBILITY, SECURITY AND/OR PERFORMANCE CAUSED BY SUCH FACTORS.

30.2. YOUR ACCESS TO THE PLATFORMS, DOWNLOAD OF ANY SOFTWARE RELATING TO THE SERVICES FROM THE PLATFORMS AND USE OF THE SERVICES OR ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE SERVICES IS AT YOUR SOLE OPTION, DISCRETION AND RISK. WE SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE COMPUTER PROGRAMS RELATING TO THE SERVICES WE MAKE AVAILABLE FROM THE PLATFORMS, ERRORS AS DESCRIBED IN SECTION 23, BUGS OR VIRUSES RESULTING IN LOST DATA OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE, OR SOFTWARE. FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE THE SERVICES BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE REDUNDANT OR BACKUP NETWORKS AND/OR SYSTEMS. MALFUNCTION VOIDS ALL PLAYS AND/OR PAYS.

30.3. WE (INCLUDING OUR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH YOUR USE OR ANY THIRD PARTY'S USE OF THE SOFTWARE OR THE SERVICES, WHETHER DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE DAMAGES, ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE SOFTWARE OR THE SERVICES, DAMAGE FOR, PERSONAL/BUSINESS LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS (INCLUDING LOSS OF OR FAILURE TO RECEIVE ANTICIPATED WINNINGS), REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION OR BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY OR CONSEQUENTIAL LOSS (EVEN WHERE WE HAVE BEEN NOTIFIED BY YOU OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE) ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE SERVICES.

30.4. WE SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER, ESP, PAYMENT PROCESSOR, FINANCIAL INSTITUTION OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE SITE, TO RECEIVE FUNDS FROM US OR YOUR ACCOUNT, OR PROVIDE PAYMENT PROCESSING OR OTHER SERVICES.

30.5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

30.6. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, SUSPENSION OF OR DISCONTINUANCE OF THE SOFTWARE OR THE SERVICES.

30.7. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ERRORS OR OMISSIONS RELATING TO PAYMENT PROCESSING BY A THIRD-PARTY ESP OR FINANCIAL INSTITUTION.

30.8. NOTHING IN THESE AGREEMENTS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY WE MAY HAVE IN RESPECT OF EITHER FRAUD, OR DEATH, OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

31. INDEMNIFICATION

You agree to indemnify, defend and hold Us and Our respective directors, officers, employees, agents, and other partners harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Software or the Services, Your connection to the Platforms or the Services, Your violation of the Agreements, or Your infringement of any intellectual property or other right of any other person or entity.

32. NO ARRANGEMENTS FOR PROHIBITED PERSONS/EXCLUDED PERSONS

You acknowledge that We are a United States company and have a casino gaming license from the Arkansas Racing Commission. As such, We are: (i) prohibited from providing services to certain "prohibited persons" that are government officials or residents of certain embargoed countries, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury and (ii) must exclude or eject any "excluded persons" that are listed on the "exclusion list." You agree to use all reasonable efforts not to arrange for any of these prohibited persons or excluded persons to use the Services or the Software.

33. NO REPRODUCTION OR RESALE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platforms, the Software or the Services, use of the Platforms, the Software or the Services, or access to the Platforms, the Software or the Services.

34. THIRD PARTY WEBSITES

Although We hope that You will find the material on the Platforms informative, the material and links to third-party websites and resources that may be included on the Platforms are provided for informational purposes only. Providing links to these sites by Us should not be interpreted as endorsement or approval by Us of the organizations sponsoring these sites or their products or services. We make no representations or warranties, express or implied, with respect to the information provided on these Platforms or any third-party website which may be accessed by a link from the Platforms, including any representations or warranties as to accuracy or completeness. Because We have no control over third-party websites and resources, You acknowledge and agree that We are not responsible for the information and contents of such third-party websites and do not endorse and are not responsible or liable for any content, statements, representations, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with Your use or reliance on any such content, information, goods, or services available on or through any such site or resource.

35. DISPUTES AND COMPLAINTS

If You have any complaints, claims or disputes with regard to any alleged winnings, alleged losses or the award or distribution of cash, prizes, benefits, tickets or any other item or items in an activity or event, or the manner in which an activity or event is conducted regarding the Services, You must submit Your complaint to Us in writing as soon as is reasonably practicable following the date of the original transaction to which the claim or dispute refers, but within thirty (30) days of the occurrence.

In order to initiate the process, You will be required to contact support at help@betsaracen.com and provide the following information:

1) Personal contact information (name, address, phone number, e-mail address, etc.);
2) The website, app, or other online sports betting platform;

3) Your name on and information relating to the Account;
4) Approximate date and time of the incident, amount and type of Wager in dispute, the sporting event and outcome, and any other relevant details regarding the incident, as applicable; and
5) A summary of the incident including any statements or communications made to or by Us or witnesses and their contact information (name, address, phone number, e-mail address, etc.).

Any notice We give to You (save as otherwise set out herein) will be sent to the email address that You provide when You register Your Account. It is Your responsibility to give Us notice of any changes to Your email address in Our software and to regularly check Your email account for emails from Us.

If You feel You have exhausted all reasonable means to resolve Your complaint, You may contact the Arkansas Racing Commission:

DFA-Arkansas Racing Commission
Casino Gaming Section
101 E Capitol Ave #415
Little Rock, AR 72201

36. GOVERNING LAW

These Agreements shall be governed by and construed in accordance with the laws of Arkansas. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Arkansas for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability. If any part of these Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms.

37. ARBITRATION

Excluding those disputes identified in Section 35 above and disputes which are subject to the Arkansas Racing Commission, any claims or controversy arising out of or relating to the Agreements, including the determination of the scope or applicability of the Agreements and Our use of electronic services providers, shall be determined by arbitration in the State of Arkansas before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any appeal shall be heard and decided by a panel of three neutral arbitrators. All arbitrators shall in their substantive rulings (as opposed to procedural or discovery-related rulings that are otherwise governed by the JAMS Comprehensive Arbitration Rules and Procedures), apply the Laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rules that would cause the application of the Laws of any jurisdiction other than the State of Arkansas. The award of the arbitrator(s) shall be binding and final on all parties. Judgment on the award rendered may be entered in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorneys' fees and expenses. The arbitrators may not award any incidental, indirect, special, or consequential damages, including,

but not limited to, damages for lost profits. If any part of the Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms. No waiver of any breach or default of the Agreements shall be deemed to be a waiver of any preceding or subsequent breach or default.

38. ASSIGNMENT

We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without Your consent) without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to You. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Agreements.

39. THIRD PARTY RIGHTS

Except insofar as these Agreements expressly provide that a third party may in their own right enforce a term of these Agreements, a person who is not a party to these Agreements has no right under local law or statute to rely upon or enforce any term of these Agreements but this does not affect any right or remedy of a third party which exists or is available other than under local law or statute.

40. ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS

You fully understand and agree to be bound by these Agreements and as modified and/or amended by Us from time to time. We may amend these Agreements at any time either by emailing or sending You notification of the new terms and/or by publishing the modified Agreement(s) on the relevant page of the Platforms or any place through which You access the Services. Any such modification will take effect within thirty (30) days of publication. If any modification is unacceptable to You, Your only recourse is to terminate these Agreements. Your continued use of the Services following notification or such thirty (30) day period following publication, as the case may be, will be deemed binding acceptance of the modification. For material changes to the Agreements, You will be required to acknowledge acceptance of such changes. For changes deemed non-material Your continued access or use of the services following any amendments to the agreements constitutes Your acceptance of the agreements as amended. It is Your sole responsibility to review the Agreements and any revisions thereto each time You use the Services.

41. ANTI-CHEATING POLICY

We are committed to preventing the use of unfair practices in the Services, including but not limited to player collusion, proxy wagering, identity theft, suspicious betting, and bonus abuse. We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to play on Our Platforms including, but not limited to, opponent-profiling, cheating software, automated computerized software or other equivalent mechanism, or anything else that We deem enables You to have an unfair advantage over other players not using such programs or systems (“AI Software”). You acknowledge that We will take

measures to detect and prevent the use of such programs and AI Software using methods (including but not limited to reading the list of currently running programs on a player's computer) and You agree not to use any AI Software and/or any such programs.

42. STATISTICS AND LIVE SCORING

From time to time Our website and mobile app may display game times, scores, statistics, results, and other information relating to games, matches, or events, including, without limitation, "live" scores, statistics, and times displayed as part of a live-streamed event or scoreboard. All such information is unofficial, is provided for informational and entertainment purposes only, and should not be relied upon by patrons for any purpose. It is the patron's responsibility to independently verify all such information. We nor Our third-party providers warrant or make any representations of any kind with respect to any such information transmitted or made available via Our website and mobile app. We and Our third-party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any such information transmitted or made available via Our website and mobile app and shall not be responsible or liable for any error or omissions in that information.

43. CONTACT US

If You have any questions or require assistance, please contact Our Customer Service using one of the methods below. Customer Service channels, hours, and availability are subject to change. Current support availability may be communicated through the Platform, by email, or through another notice provided by Us.

- Email help@betsaracen.com
- Phone: 870-953-2082
- Mailing address: Attn: Online Sports Betting Department
  1 Saracen Resort Dr,
  Pine Bluff, AR 71601
- Chat: You may chat with Customer Service within the platform

PLEASE PRINT THESE TERMS OF SERVICE AND STORE FOR YOUR FUTURE REFERENCE. IN ADDITION, WE SUGGEST THAT YOU PRINT AND STORE ALL TRANSACTION RECEIPTS, TRANSACTION RECORDS AND HOUSE RULES AS APPLICABLE TO YOUR ACTIVITIES.

Effective