

TERMS OF SERVICE

Latest update: January 3rd, 2024

THE TERMS OF SERVICE ("TERMS") SET OUT BELOW GOVERN YOUR USE OF THE WEBSITE AND SERVICES; YOU SHOULD READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

This agreement (together with the documents referred to therein) informs you as to the terms of use by which you may use the Website and the services available on the Website (the "Services"), whether as a registered user or as a guest.

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1. APPLICATION AND ACCEPTANCE

1.1 General. Unless otherwise agreed in writing, these Terms apply to your access to and use of the Website and the Services.

1.2 Acceptance of Incorporated Terms. You may not access or use the Website or the Services if you do not accept the Terms. If you do not agree to these Terms of use, please leave the Website immediately. Acceptance of these Terms entails your deemed acceptance of the following, as may be updated from time to time at our sole discretion:

- (a) The Privacy Policy

- (b) The Credit Card Transaction Processing Agreement
- (c) Particular rules applicable to individual Activities.

1.3 Minimum Age and Capacity Requirement. You must be not less than eighteen (18) years of age to access the Website. Notwithstanding that you may be eighteen years of age or older, you may not access the Website or the Services and may not accept the Terms if you are not of legal age or capacity to form a binding contract under the laws of the country in which you are resident or from which you intend to access the Website or use the Services.

1.4 Application of Terms. These Terms apply to: (a) the content, materials, information, documents, graphics and images made available on or from the Website ("Content"); (b) any content, materials, information or documents that you may upload (including any comments that you send or post to any message boards or user blogs) on the Website ("Postings"); (c) the software that you may need to download in order to play casino and/or poker games, or to participate in poker tournaments on the Website ("Software"); (d) any casino, poker, or other games that you may play and any poker tournaments (including without limitation the Qualifier events) that you may play through the Website, or any wagers or bets placed through the Website ("Games"); (e) These Terms incorporate all other rules and conventions that specifically apply to individual Games. Such rules and conventions will be accessible on the Website and may be updated from time to time; and (f) If you choose to play any Games, you consent to us making arrangements for you to play such Games and/or to participate in such tournaments with an operator other than us, but otherwise in accordance with the Regulations. At all times, your access to these Games is subject to the Regulations and you have recourse to these terms and conditions and the remedies herein in the event of a dispute or other issue with respect to such Games or related play.

1.5 Acceptance of Terms. The Terms shall be deemed accepted by you upon the earlier of your: (i) using the Website or the Services; or (ii) clicking to accept or acknowledging agreement with these terms when this option is made available to you in the course of accessing or registering for the Services.

1.6 Amendments and Responsibility for Reviewing. We may make changes to the Terms from time to time, and will make a new copy of the Terms available at this link. You understand and agree that you are responsible for checking this link to determine whether the Terms have been updated and, in any event, that if you access the Website or use the Services after the date on which the Terms have changed, you agree that you shall be deemed to have affirmatively accepted the updated Terms. When we post changes to the Terms, the "Latest Update" date at the top of Terms will be updated.

2. USE OF THE WEBSITE AND SERVICES

2.1 Services Offered In Operator's Discretion. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services we provide without notice. The Website is updated regularly, and may change at any time. You acknowledge and agree that the specific form and/or nature of the Website or Services may change from time to time without prior notice and we may cease providing the Services (or any specific features within the Services) to you or to users generally at our sole discretion, without prior notice to you. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We will not be liable if for any

reason the Website is unavailable at any time or for any period but this shall not, of itself, preclude us from returning to you any money that is properly due to you. We may terminate your Account, delete any content or information that you have posted on the Website, and/or prohibit you from using or accessing the Website or Service (or any portion, aspect or feature of the Service) for any reason, at any time in our sole discretion. Without limiting the generality of the foregoing, we shall have the right to reject any wager or withdraw any Game in our absolute discretion. We will not be liable for any loss whatsoever arising from the cancellation of any Game or sports wager, including any realizable or perceived loss, for whatever reason, and/or the chance to participate in our sportsbook, casino and/or poker system. This website is not affiliated with, nor endorsed by, the National Football League, the National Basketball League, the National Hockey League, Major League Baseball or any of these leagues' member teams.

2.2 Your Access. You may only use the Services if you reside in a jurisdiction that permits you to place wagers on the outcome of sporting events, to play slots, video poker and other games in the casino and to play using the poker software and to participate in poker tournaments. Subject to these Terms, you are responsible for making all technical or other arrangements necessary for you to have access to the Website.

2.3. Use of the website and associated services are expressly prohibited from the following states: DE, MD, NJ, NV & NY. Any account accessed from a restricted state will have all access rights revoked and any balance contained in the account may be considered void. You are required to notify us immediately should you intend to relocate to or visit a restricted state, your account will then be placed on a temporary hold or permanently closed dependant on the circumstance with any balance available being returned to you. Any attempt on your part to circumvent these restrictions by any means will result in your accounts closure and any balance considered forfeit.

2.4 Services for Personal Use Only. You shall not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

2.5 Access Disruptions. We are not responsible or liable in any way for any Internet disruptions or disconnections, and all risk and responsibility rests with you. In the case of a disconnection or interruption during a poker "cash game", you will be awarded an additional 30 seconds to act. If you do not act in this additional 30 seconds, your hand will be folded. Extra time will only be awarded when players are disconnected from the Bovada Poker system. In the event of a system lag not attributed to us (regardless of the cause), if you do not act in the specified time period, the hand in question will be folded unless the hand in progress is checked to the player and no other action is required. In the event that the access disruption is due to a systems issue within the Bovada Poker system, the game will be restored as soon as practicable and the game shall proceed. If restoration of the game is not possible, players will be refunded all bets from the disrupted hand.

3. REGISTRATION AND ACCOUNT CREATION

3.1 Account Registration. You must register an account with us ("Account") before you can place any wagers, download any Software, or play any Games. You must be at least 18 years old in order to register an Account. We reserve the right to suspend your Account and request proof of age in order to ensure that minors are not using the service. If satisfactory proof of age is not provided we further reserve the right to permanently suspend your Account.

3.2 Single Account Access. You are permitted to open only one (1) Account. Only one account is allowed per household. Multiple accounts held by the same individual are subject to immediate closure and we reserve the right to seize any funds gained as a result of holding multiple accounts. Furthermore you shall not permit another person to access the Website or Software via your account without the express permission of Bovada.

3.3 Authorized Users. Any addition of an Authorized User to your account must be made by contacting Customer Service. Any Authorized User on your Account will be subject to these same terms with the addendum that you are solely responsible for all activity on your Account by said Authorized User. Authorized Users cannot register a payment instrument in their own name and cannot hold their own Account and do not have the right to update any information registered in the Account.

3.4 Accounts Open in Our Discretion. We reserve the right to suspend, disable or terminate your Account at any time in our sole discretion. All decisions regarding the opening, maintenance and closing of Accounts rests with us and any decisions we take regarding any aspect of the Software, your participation in or the playing of the Games or any aspect of an Account is final.

3.5 Information Required. If you choose to register an Account you will be required to provide your full name, address, date of birth, email address and telephone number. If your identity cannot be validated, you may be required to submit additional information or documentation. You will also be required to answer one or more security questions, after which you will be sent a confirmatory email. You may also be required to update the information or data or to provide additional items as part of ongoing efforts to prevent illegal and fraudulent activities, and/or to comply with our Anti-Money Laundering policies and protocols.

3.6 Information to be Valid and Verifiable. All information and data that you provide to us either at the time you register for an Account or at any subsequent time must be truthful, accurate and verifiable in all respects. By providing such information and data you consent to us submitting it to third party providers of age and identification services to verify that you are who you say you are and that the information you give is true and accurate. We reserve the right to use third party verification services to authenticate your account information and identity, and you expressly acknowledge and agree that we may confirm the accuracy of any information you submit against government-issued ID. If you have provided false information or if you are unable or unwilling to provide documentation to confirm your information, as we are unable to confirm your identify, your Account may be terminated and any and all activity within the Account deemed invalid, including, without limitation, the nullification of potential winnings. By registering an Account you grant us the right to disclose your identity and any information that you have provided in connection with your account to anyone who makes any claim or allegation that: (a) you are a minor or under the minimum age required to make use of any part of the Website; or (b) any Posting or other material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy or was otherwise posted or uploaded in breach of these terms of use.

3.7 Access Credentials. You may log in to your Account using your email address. You must treat your user email address and password as confidential and not disclose any part of them to anyone else. We have the right to disable any user Account, password whether chosen by you or assigned by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Service. You are responsible for ensuring that no one else (particularly but without limitation those who

may share your internet connection) is able to make use of your Account (or email address) and password and you shall be responsible for all transactions that take place on your Account whether or not you knew or consented to such transactions taking place.

3.8 Dormant Accounts. Your account will be deemed 'Dormant' if you have not made a deposit, a withdrawal, or placed a bet/wager for a period of eighteen (18) months. At seventeen months of inactivity, we will provide an email notice to the email address registered to the account, advising that the Account balance will be set to zero at thirty (30) days from the notice. If the Account remains dormant, at 18 months of inactivity, the Account balances are zeroed out.

3.9 Account Reviews. You agree that we may at any time investigate your Account to ensure compliance with these Terms and to ensure that no improper or illegal activity is or has taken place, including without limitation fraudulent activity or activity that is contemplated by our Anti-Money Laundering policy and protocols. In the event that it is determined that your Account has been involved in any of the above, we shall be entitled to use any and all money to the credit of your Account to meet any costs, expenses or liabilities reasonably incurred in conducting such investigation. We will refund to your Account any such fee if the inquiry is subsequently concluded in your favor.

4. ACCOUNT DEPOSITS, REPAYMENTS AND FORFEITURE

4.1 No Credit. Credit is not extended to players under any circumstances. You may not participate in or play the Games unless and until you have deposited sufficient funds into your Account. We do not allow Accounts to become overdrawn.

4.2 Deposit Information. To deposit funds in your Account you must first supply such information as is required, which will depend upon the method of payment that you select for making the deposit. Once you have supplied the required information, you will be able to make a deposit request from the cashier page of your Account ("Deposit Request").

4.3 Deposits Retention. If you choose to place any wagers or to play any Games or participate in any tournaments for money, your money will be deposited with and held by us or a third party service provider(s) pending the outcome of the relevant event, Game or tournament. Each of the above arrangements are in accordance with these Terms of Service.

4.4 Deposit Limits. We reserve the right to place a limit on the amount of funds that you will be able to deposit at any time at a level that we may determine at our sole discretion. You may request that this deposit limit be altered by contacting our Customer Services Team.

4.5 Acceptance of Deposit. Neither we nor any of our service providers shall be under any obligation to accept your Deposit Request and we shall notify you if your Deposit Request is rejected. If your Deposit Request is accepted, we shall ensure that funds equal to those specified in your Deposit Request are credited to your Account within a reasonable period of time.

4.6 Recovery of Fees. We reserve the right to recover any fees covered on deposits without prior notice if little or no play is made between deposit and withdrawal.

4.7 Uncollected or Reversed Deposits. If any deposit is charged back or is otherwise uncollectible for any reason, any and all winnings generated from play or bets conducted in such Account from the time of the applicable deposit until its reversal or un-collectability shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial failed deposit will be invalidated, forfeited and deducted from the Account balance. In the event that, following such deductions, your Account balance is in a negative balance; you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately. You expressly acknowledge and agree that, in the event of non-payment of such debt, we may assign such debt to one or more collections agencies, who shall have the legal right to pursue such assigned debt using any or all available legal remedies. Note that following the assignment of such debt to a collections agency, the resolution of such debt and any legal processes associated therewith are not within our control and must be negotiated or resolved directly with such collections agency.

4.8 Withdrawals. To withdraw funds from your Account you will need to request a withdrawal from the Cashier page of your Account. You may request a withdrawal of any amount up to the full balance of your Account. If we are satisfied that you have complied with the Terms, all AML and fraud-screening requirements, and all rules relating to the Games and any related bonuses, the payout shall be made to you. The manner in which the withdrawal is processed may be restricted, depending on the means by which the initial deposit(s) was/were made to the applicable Account. Without limiting the foregoing, we reserve the right to conclude your withdrawal request by an alternative method or process at our discretion. If, for whatever reason, a payout request cannot be approved, a Customer Services Representative will contact you.

4.9 Withdrawal of Bonus funds. Unless otherwise stated in the particular rules applicable to individual Activities, Games or Bonus promotions, any bonus funds that are credited to your Account (whether as a result of a prize, promotion, redemption or any other reason) shall be subject to rollover requirements before such bonus funds (and any associated winnings from such bonus funds) can be withdrawn. Unless otherwise stated in the bonus terms, no deposit bonuses under \$100 will have a maximum cashout amount of \$125, and no deposit bonuses over \$100 will have a max cashout equal to 1X the bonus.

5. RESPONSIBLE GAMING

5.1 No Underage Access / Play. Without limiting any other provision hereof, and in the interests of clarity, under no circumstances may Account be created by any user that is under the age of eighteen (18), nor shall anyone under the age of eighteen (18) be permitted to play Games. Any winnings in an Account that is identified by us as having been improperly opened or used by someone under the age of 18 shall be forfeited and the Account closed.

5.2 Generally. The Website and the Services are intended solely for recreational, entertainment purposes. We are committed to ensuring that players have the ability to manage or limit their play on the Website. If gambling is negatively affecting your personal or professional life, please refer to the resources available here to seek counsel or assistance.

5.3 Self-Administered Limit Controls. We maintain processes for you to manage and limit your deposits on the Website. You may limit your deposits on a monthly basis. Note that the deposit limit will apply as an aggregate limit for all deposit instruments attached to the Account at the time of the limit request

only. Note further that if you self-impose a monthly deposit limit and later wish to increase or remove such limit, such removal or increase will not take place until at least 24 hours following the limit increase request.

5.4 Setting Deposit Limit to Zero / Account Closure due to Problem Gambling. You have the option of setting your play limits to zero or completely closing the Account if you believe you have a gambling problem. We honor all such directions immediately. Note that if you elect not to close the Account, the deposit limit will apply as an aggregate limit for all deposit instruments attached to the Account at the time of the limit request only. Please note that when contacting Customer Service to implement such measures, you must identify that you are requesting an Account closure or deposit limit due to a gambling problem. This is to ensure that such requests are distinguishable from temporary "cooling off" requests (see Section 5.5). If you request to have your Account closed or your Account limit set to zero as a consequence of a perceived gambling problem, please be advised that your Account will be permanently closed without the option to re-open.

5.5 Temporarily Setting Limit to Zero / "Cooling Off". You have the option of setting your deposit limits to zero to allow you to "cool off" or to otherwise manage your play patterns. Note that the deposit limit will apply as an aggregate limit for all deposit instruments attached to the Account at the time of the limit request only. Self-imposed zero limits that are not identified as being imposed due to perceived problem gambling are not subject to the six-month period noted in Section 5.4. However, please note that any subsequent increase in limits must be made in writing (which may include email) and will not be implemented until 24 hours following the receipt of such limit increase request. At our sole discretion we may apply a temporary 'cool off' period if we believe it is necessary.

6. INTEGRITY OF PLAY AND BETTING

6.1 Criminal Activity. If we have reasonable cause to believe that criminal or other suspicious activities are occurring through one or more Accounts (including, without limitation, a suspicion of attempted money-laundering or fraud), we expressly reserve the right to close such Accounts and/or report such activity to any other applicable regulatory bodies or services. All Account balances (including both deposits and any winnings) shall be forfeited.

6.2 Fraudulent Activity. If, in our reasonable discretion, we determine that a player has engaged in fraudulent, unlawful, dishonest or improper activity (including, without limitation, the usage of a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information, or by making bets, wagers or poker play through a third party or on behalf of a third party) we reserve the right to immediately terminate or deny a player access to their Account. In such event, all Account balances (including both deposits and any winnings) shall be forfeited and we reserve the right to disclose information (including the identity of the player) to applicable parties including but not limited to banks, credit card companies and/or any person or entity that has the legal right to such information, and/or taking legal action against such player.

6.3 No Player Assistance Programs. Use by players of external player assistance programs ("EPA Programs") which are designed to provide players with an unfair advantage over their opponents are expressly prohibited. We define EPA Programs as including computer software and non-software-based databases or profiles (e.g., web sites and subscription services) and we consider access to or the ability to gather data or information on other players by any means that would not be accessible via their own

first-hand experience (i.e. observation of game play) to be "unfair". We reserve the right to close Accounts and void any and all winnings in such Accounts if we establish, in our reasonable discretion, the use of an EPA Program.

6.4 "Bots" Prohibited. All actions on the Website must be executed by players via the supplied user interface. We will take any measures necessary to ensure that all robot software or programs designed to simulate real player play will be detected and prevented from accessing the Website. Any accounts associated with such activity will be subject to review and possible termination. If, in our reasonable discretion, we determine that an Account is employing such software, the Account will be disabled and all Account balances (including both deposits and any winnings) shall be forfeited.

6.5 Collusion. Any players who gain, or attempt to gain an advantage by trading information about their cards, or attempt to take any unfair advantage by colluding with other players will be permanently banned from the Website. If, in our reasonable discretion, we determine that such activity is occurring, the Accounts may, in our sole and absolute discretion, be disabled and all Account balances (including both deposits and any winnings) shall be forfeited. Rigorous examination of play by both manual and automated means will be employed to detect such behavior and such monitoring will be active at all times. We will investigate all related player complaints in addition to proactively and randomly examining game plays and Accounts. Collusion includes, without limitation: sharing information about their cards, chip dumping, discussing a hand during play (both in client chat or externally), multiple players using a single Account, soft playing and chip transferring.

6.6 Inter-Player Transfers Prohibited. In accordance with our Anti-Money Laundering Policy and protocols, we do not permit or condone money transfers between player accounts. Players found to be transferring money (including by way of so-called poker "chip dumping") may have the transfer reversed in our sole and absolute discretion. In such event, in our discretion, such Accounts may be closed and all Account balances (including both deposits and any winnings) may be forfeited.

6.7 "Betting Syndicates". A player or group of players working together in any fashion (also known as a "syndicate"), to receive either eCash winnings or activity bonuses or otherwise, may only have one Account in total, and any redundant Accounts will be consolidated into the one Account. An administration fee may be charged and payouts refused for each redundant Account, in our sole discretion. All wagering transactions in redundant Accounts are subject to reversal at our sole discretion. We also reserve the right to forfeit the principal of any wager placed in an attempt to defraud or exploit the house of any bonus and/or non-bonus monies, whether a player does this on their own or in collusion with other players or other sportsbooks.

6.8 Abuse of Bonus Programs and Wager Limits. Bonus programs are intended for recreational bettors only. Professional players or players considered, in our sole discretion, to be abusing the bonus system or wager limits by any means may have wagers voided, bonuses revoked and be subject to further sanctions. Bonus or limit abuse may be defined as (but not restricted to) clients cashing out for the purpose of re-depositing, depositing on top of an existing balance, using parlay limits to circumvent singles limits or referring new accounts that they are using themselves. Sanctions may be in the form of increased rollover requirements or loss of bonus privileges altogether for the offending Account as well as any linked Accounts. We reserve the right to restrict eligibility for special offers and bonuses when necessary. This includes (but is not limited to) placing geographic restrictions on match bonuses due to

bonus abuse. Please refer to the [Help section](#) for further information regarding additional details concerning the eligibility, conditions, terms and usage of bonuses offered.

6.9 Abuse of System Vulnerability. If, in our reasonable discretion, we determine that an Account sought to or actually did exploit any hardware or software error, malfunction, "bug" or other vulnerability, we shall immediately close such Account and all Account balances, including both deposits and any winnings, shall be immediately forfeited. If, in our reasonable discretion, we determine that such activity is occurring, the Account(s) may, in our sole and absolute discretion, be disabled and all Account balances (including both deposits and any winnings) shall be forfeited. In such event, we expressly reserve the right to initiate civil legal proceedings and report such activities to authorities in support of criminal investigations and charges, as appropriate.

6.10 Integrity of Sport. We are committed to ensuring the integrity of sport and to participating in efforts to identify and eradicate match fixing. As such, notwithstanding any other term of the this Agreement, or any provision of the applicable Privacy Policy, by placing a bet or wager on the Website, you expressly acknowledge and agree that we at all times reserve the right in our sole discretion to report Irregular Betting Activity to such sports federations, regulators, agencies, commissions or associations (or their respective agents) as we deem appropriate ("Regulatory Bodies") in order to enable identification of irregular activity and to support appropriate investigations. "Irregular Betting Activity" means activity that, in our sole assessment, deviates from expected betting patterns and includes, without limitation: (i) an unusual and significant number of bets originating from the same geographic region or through linked accounts; (ii) a bettor continuing to place bets at any price in the face of a steady reduction in the applicable odds; and/or (iii) any other indicator or pattern assessed by us as indicative of potential match fixing. We shall use reasonable commercial measures to ensure that any information provided to Regulatory Bodies pursuant to this provision is subject to reasonable contractual non-disclosure provisions, and that all information or documentation shall be destroyed by such Regulatory Bodies when it is no longer relevant in connection with any ongoing investigation, enquiry or disciplinary process.

6.11 Malfunction, System or Human Error. We reserve the right to void any winnings that were obtained as a result of hardware/software error, malfunction or human error. In the event of any such malfunction or error all wagers are void.

6.12 Unfinished Games. If your game round is disrupted or closed, all game information, placed bets and incomplete casino games will remain active until you re-open the game. Unresolved bets placed and incomplete casino games will become void after 60 days and will be forfeited.

6.13 Communications During Play. We reserve the right to limit the ability for players of playing at the same poker table or tournament. Poker "chat" may be conducted in English, Spanish, Portuguese and Mandarin. Players using any language in chat other than the ones mentioned may have their chat privileges disabled, either temporarily or permanently in our sole and absolute discretion. Players and observers may not discuss a poker hand until the hand is completed. Discussing cards discarded or hand possibilities, real or not, is not allowed. Note that inappropriate, hateful, or offensive language and behavior will not be tolerated, whether it concerns other players or poker room staff.

7. EXPRESS ACKNOWLEDGEMENTS

BY ACCESSING AND/OR BY USING THE SERVICES AVAILABLE ON THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

7.1 YOU HAVE VOLUNTARILY SOUGHT OUT AND ESTABLISHED CONTACT WITH THE WEBSITE;

7.2 YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING AND ENSURING YOUR COMPLIANCE WITH ANY LOCAL PROHIBITIONS AND/OR REGULATIONS THAT MAY BE APPLICABLE TO YOUR ACTIVITIES ON THE WEBSITE, INCLUDING THOSE OF YOUR COUNTRY OR JURISDICTION OF RESIDENCE.

7.3 YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL LOCAL TAXES OR OTHER AMOUNTS PAYABLE IN YOUR RESIDENT COUNTRY OR OTHERWISE RELATING TO ANY WINNINGS OR WITHDRAWALS MADE BY YOU IN RELATION TO YOUR ACCOUNT.

8. LICENSES

8.1 You are hereby granted the following non-transferrable, revocable licenses ("Licenses"): (a) a license to view, use, print and download Content from the Website for your private personal use only; (b) a license to upload Postings to the Website for your private personal use only; (c) a license to download, install and use the Software and to play and participate in the Games for your private personal use only.

8.2 You acknowledge and agree that: (a) none of the Licenses are exclusive to you and you may not transfer your rights under any of them to anyone else; (b) we may revoke or terminate any or all of the Licenses and any of your rights under any of them at any time and for any reason; (c) upon termination of any of the Licenses you must immediately cease participating in and playing the Games; delete the Software; remove any Postings; and destroy all Content that you have printed or downloaded.

8.3 Any rights not expressly granted in these Terms of use are reserved.

8.4 You may [click here](#) to view the valid operating status.

9. YOUR OBLIGATIONS

Except as expressly set out in these Terms of use or as otherwise may be permitted by applicable laws, you undertake as follows:

9.1 not to copy or reproduce the Content, Software or Games in any way or for any reason except with our prior written permission or where such copying or reproduction is incidental to normal use of the Content, Software or Games and consistent with the terms of the relevant License;

9.2 not to make alterations to, or modifications of, or create derivative works using the whole or any part of the Content, Software or Games, nor to permit the Content, Software or Games or any part of them to be combined with, or become incorporated in, any other content, software or games;

9.3 not to copy, reproduce, store or include any of the Content, Software or Games in any other website or public or private electronic retrieval system or service other than with our prior written consent;

9.4 to the extent that you have printed or downloaded any Content in accordance with these terms of use you agree: not to use any of the illustrations, photographs, images, video or audio sequences or any graphics separately from any accompanying text; and to ensure that our copyright and trade mark

notices and any legends, displays and designations in connection therewith appear in all copies and reproductions;

9.5 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;

9.6 not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing;

9.7 not to provide or otherwise make available the Software (in whole or in part and including but not limited to program listings, object and source program listings, object code and source code);

9.8 not to use the Software, participate in or to play the Games via any communications network or by means of remote access, except as expressly permitted in these Terms;

9.9. not to use any of the Content, Software or Games for commercial purposes without obtaining a license to do so from us or our licensors; and

9.10 to immediately notify us by email to service@bovada.lv, if you suspect that the Content, Software or any Postings infringe the intellectual property rights of any other person.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 You acknowledge that we are the owner or licensee of all Intellectual Property Rights in the Website, the Content, Software and the Games. Those works are protected by intellectual laws and treaties around the world. All such rights are reserved. For the purposes of these Terms, "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights (including copyright applications), trade secrets, moral rights, know-how and any other similar rights or intangible assets recognized under any law(s) or international convention(s) in any country or jurisdiction in the world where such rights accrue.

10.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organization to material posted on the Website.

10.3 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

10.4 The integrity of the Software is protected by technical protection measures ("TPM") so that the intellectual property rights, including copyright, in the Software is not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorized removal or circumvention of such TPM.

10.5 We reserve the right to remove any or all of the Content, Software and Games from the Website (in particular but without limitation if we suspect that they infringe another person's intellectual property rights).

10.6 Subject to these Terms, you shall acquire no rights whatsoever in and/or to the Website, the Content, Services, or the Software. You may not (and you may not permit or enable anyone else to)

copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us, in writing.

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14.1 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server(s) on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately and you shall immediately forfeit all amounts in your Account as liquidated damages incurred as a consequence of such attack

14.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

14.3 You may not: (a) use robot software, EPAs or any other program designed to simulate game play or to give you or allow you to gain an unfair advantage over other players. We will take any measures necessary to ensure that any such software or programs are detected; (b) attempt to discuss any aspect of a hand during the playing of a Game; (c) trade any information about any cards handed to you during a Game; or (d) in any way engage in any syndicated play or otherwise collude with other players of Games on the Website.

14.4 We carry out continuous monitoring and undertake rigorous examination of play by both manual and automated means in order to detect such behavior and any players who violate this will be banned from using the Website for life.

15. LINKING TO AND FROM THE WEBSITE

15.1 You may link to our home page with our permission, which you can request from service@bovada.lv, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. This permission may be revoked by us at any time.

15.2 You must not establish a link from any website that is not owned by you.

15.3 The Website must not be framed on any other website, nor may you create a link to any part of the website other than the home page. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with the standards we establish from time to time.

15.4 If you wish to make any use of material on the Website other than that set out above, please address your request to service@bovada.lv.

15.5 The Website may include hyperlinks to other web sites or content or resources. We have no control over any web sites or resources which are provided by companies or persons. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and we do not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that we shall not be liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. We encourage you to be aware of when you leave the Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

16. DISPUTE RESOLUTION

16.1 If you have any complaints or concerns arising from your use of the Website, including any concerns about material which appears on the Website, please in the first instance contact service@bovada.lv, where a dedicated member of our team of Customer Service Representatives will handle your complaint. If your complaint cannot be resolved to your satisfaction by our Customer Service Representative, you may request in writing to service@bovada.lv that the complaint be escalated to a Customer Service Supervisor.

16.2 We prefer to deal with disputes internally in accordance with the above procedure. If you are not satisfied with the resolution of your complaint, you can also direct your complaint to the [Click HERE](#).