Clubs Poker & Clubs Casino Terms of Use

Version 5.7

IMPORTANT NOTICE: These Terms of Use have been updated as of October 30, 2026 and shall supersede and replace all prior Terms of Use.

These Terms of Use ("the Terms" or "TOU") and the Arbitration Agreement (see Section 16) form binding agreements between you ("You," or "User,") and KHK Games ("KHK" or the "Company," "Us, or "We") which provide all of the terms and conditions governing Your access and use of https://clubspoker.com/ and https://clubscasino.com/ **and any related applications (the "Website," "Site," or "Platform") as well as Your creation of Your KHK user account ("User Account"), use of the games, promotions or contests (collectively or individually, "Games") on the Site, and any transactions or dealings with Us in any way (collectively, the "Service").**

***IMPORTANT NOTICES*:**

THIS WEBSITE AND THE SERVICES PROVIDED HEREIN DO NOT OFFER "REAL MONEY GAMBLING." NO ACTUAL MONEY IS REQUIRED TO PLAY, AND THE SERVICE IS INTENDED FOR ENTERTAINMENT PURPOSES ONLY.

THESE TERMS OF USE INCLUDE AN ARBITRATION AND CLASS ACTION WAIVER AGREEMENT WHICH REQUIRES THAT ANY PAST, PENDING, OR FUTURE DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY, UNLESS OTHERWISE PERMITTED BY THESE TERMS.

OPT-OUT. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION ON A RETROACTIVE BASIS AND AS TO ANY FUTURE CLAIMS, *AND* YOU HAVE *NOT* PREVIOUSLY AGREED TO AN ARBITRATION PROVISION WITH US IN CONNECTION WITH YOUR USE OF OUR SERVICES, YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE "BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER" – SEE SECTION 16 OF THESE TERMS, BELOW. OPT-OUT REQUESTS SENT AFTER THE THIRTY (30) DAY PERIOD SHALL BE NULL AND VOID. EVEN IF YOU OPT OUT OF THE ARBITRATION AGREEMENT IN SECTION 16, ALL OTHER REMAINING SECTIONS OF THESE TERMS APPLY.

PLEASE READ THE FOLLOWING TERMS OF USE, THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE SECTION 16 BELOW), THE KHK

PRIVACY POLICY CAREFULLY BEFORE USING THE SERVICES OFFERED IN CONNECTION WITH ANY KHK SERVICES OR WEBSITE OR APPLICATION. YOU AGREE THAT YOUR CONTINUED USE OR ACCESS OF THE SITE OR SERVICES SHALL BE SUBJECT TO THESE TERMS OF USE, WHICH FURTHER INCORPORATE AND INCLUDE THE PRIVACY POLICY, THE RESPONSIBLE GAMEPLAY POLICY, ANY OTHER POLICIES THAT EXPRESSLY INCORPORATE THESE TERMS (COLLECTIVELY, "INCORPORATED POLICIES").

IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT ANY CLAIMS YOU MAY HAVE AGAINST KHK ARISING FROM ANY PAST, PRESENT OR FUTURE USE OF TRACKING SOFTWARE, INCLUDING BUT NOT LIMITED TO USE OF A META PIXEL, "COOKIES," "GET REQUESTS" OR JAVASCRIPT IN HTML CODE OF THE COMPANY'S WEBSITE THAT INTERCEPTS, TRACKS, STORES, AND ANALYZES YOUR INTERACTIONS WITH THE COMPANY'S WEBSITE FOR PURPOSES OF OBTAINING DATA OR TARGETED ADVERTISEMENT ARE HEREBY FULLY WAIVED, RELEASED AND COMPROMISED. KHK SHALL HAVE NO LIABILITY TO YOU FOR ANY PAST, PRESENT OR FUTURE CLAIMS ARISING OUT OF OR RELATED TO THE USE OF TRACKING TECHNOLOGY.

Acceptance of Terms. You represent and warrant that You have the right, authority, and capacity to accept these Terms and to abide by them, that You are of legal age and that You have fully read and understood the Terms. You must read these Terms carefully in their entirety **before checking the box for acceptance of these Terms**. By using, or otherwise accessing the Service, or clicking to accept or agree where that option is made available, You confirm that you have read and agree to these Terms. If you do not agree to these Terms, then you may not access or use the Platform or Service. All of your activity on the Website or Platform and all or your transactions with KHK, including all events which occurred before your acceptance of these Terms, shall be subject to these Terms.

The Service is not sponsored, endorsed, or administered by, or associated with Apple®, Facebook® or Google®. You understand that you are providing your information to KHK only and not to Apple®, Facebook® or Google®.

1. Changes to Terms of Use and Incorporated Policies

1.1 From time to time, We may modify or amend these Terms. If We do so, any such modifications or changes shall be reflected in the TOU or Incorporated Policies, as applicable, on the Site. We may also, but shall not be required to, notify You by email regarding any material changes to the TOU or Incorporated Policies. Whether You receive or review such notifications, You agree that You will be bound by any such changes and that it shall be Your responsibility to check the Terms Of Use, including the Incorporated Policies, as posted on the Site prior to accessing the Site or partaking in any Service. Your further use of the Service after any changes are posted shall constitute further consent and agreement to the terms as changed or amended.

1.2 From time to time, We may also modify or amend any of the Incorporated Policies. If we do so, any such modifications or changes shall be reflected in the Incorporated Policies as posted on the Site. You agree that You will be bound by any such changes and that it

shall be Your responsibility to check the Incorporated Policies as posted on the Site prior to accessing the Site or partaking in any Service. Your further use of the Service after any changes are posted shall constitute further consent and agreement to the Incorporated Policies as changed or amended.

1.3 If You have any questions about these Terms or the Incorporated Policies, please contact customer support via this form.

1.4 In the event of any conflict between the Terms and the Incorporated Policies, the Terms shall control.

2. Limited Revocable License (the "License")

2.1 Virtual Coins. The Service includes a License (as defined below) to You to use virtual tokens to play all Games on the Site, including, but not limited to, chips, coins, credits, or points (collectively, "Virtual Coins"), that may be provided for use on the Platform. No matter the reference or format of the Games, Virtual Coins are non-transferrable and may be used subject to the License only. With the exception of "no purchase necessary" promotional contests or giveaways, there is no opportunity for a User on the Platform to win real-money or any prize while playing the Games, regardless of whether any purchase was made at any point by the User.

2.2 The License. Subject to Your agreement and continuing compliance with these Terms, we grant You a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the Service, Games and Virtual Coins solely for Your personal, private entertainment on the Platform and for no other reason (the "License"). Other than this limited, personal, revocable, non-transferable, non-sublicensable License to use the Virtual Coins with the Service, You have no right or title in or to any such Virtual Coins appearing or originating with the Service, or any other attributes associated with use of the Service or stored within the Service. You acknowledge and agree that Your License to use the Service is limited by these Terms and if You do not agree to, or act in contravention of, these Terms, Your License to use the Service may be immediately terminated. We have the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Coins as it sees fit in its sole discretion to the extent legally permissible, and We shall have no liability to You or anyone for the exercise of such rights.

2.3 No Right to Sell or Assign. The transfer or sale of Virtual Coins by You to any other person is strictly prohibited. You may NOT sell or assign Your User Account to any other person under any circumstances. Any attempt to do so is in violation of these Terms, will result in in closure and forfeiture of the User Account, and may result in a lifetime ban from the Service and possible legal action.

2.4 No Purchase Required. No purchase is required to set up a User Account or play Games. The Platform is committed to at all times providing additional access to Virtual Coins or otherwise to free-to-play Games to Users who deplete their balance of Virtual Coins. While it is never required to make any purchase in order to play the Games, Users may, subject to the License, increase the number of certain Virtual Coins they may access for licensed use on the Platform only, increase the variety of available Games, and remove advertisements by making a purchase. You understand and agree that any purchases are final and that We are not required to provide a

refund for any reason. Virtual Coins are non-redeemable, non-transferrable, and carry no cash value. All Virtual Coins under this License are forfeited if Your User Account is terminated or suspended for any reason, in our sole and absolute discretion or if the Services are no longer available. To the extent legally permissible, if Your User Account, or a particular subscription for the Service associated with Your User Account, is terminated, suspended and/or if any Virtual Coins are selectively removed or revoked by Us from Your User Account, no refund will be granted, and no Virtual Coins will be credited to You or converted to cash or other forms of reimbursement.

2.5 These Terms do not grant You any right, title or property or ownership interest in the Service or any Virtual Coins.

2.6 This Service is licensed, not sold, to You. You agree that we and our own licensors own all rights, title and interest in and to the Service, including all intellectual property rights therein as further specified below in Section 9, and that we retain ownership of the Service even after any installation on Your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service.

2.7 Except as identified and specified in these Terms, You agree not to:

2.7.1 sell, rent, distribute, transfer, license, sub-license, lend or otherwise assign any rights of any part of the Service to any third party;

2.7.2 copy, modify, create derivative works of the Service (including but not limited to any software that forms part of the Service), including, without limitation, making adaptations or modifications to the Service;

2.7.3 reproduce the Service or any part in any form or by any means;

2.7.4 exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity;

2.7.5 disassemble, decompile, reverse engineer, or attempt to derive the source code of the Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law;

2.7.6 make the Service available to multiple users by any means, including by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;

2.7.7 misrepresent the source of ownership of the Service;

2.7.8 scrape, build databases or otherwise create permanent copies of any content derived from the Service; or

2.7.9 use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

3. Eligibility

3.1 Employees of KHK, any of its respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Games and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to play any Games, win any Prizes, or use the Platform or Service in any manner whatsoever.

Your eligibility for continued use of the Service is contingent on Your ongoing compliance with these Terms, in particular:

3.2 You are over 18 years of age or the minimum legal age of majority whichever is higher in the jurisdiction in which you are located at the time of accessing or using the Service and are, under the laws of the jurisdiction(s) applicable to You, legally allowed to participate in the Games and access the Service;

3.3 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 the laws that govern You and that You have the complete legal right to use the Service;

3.4 You will monitor Your User Account and ensure that no child under the age of 18 can access the Service using Your User Account. You accept full responsibility for any unauthorized use of the Service by minors and You acknowledge that You are responsible for any use of the Service, including use of Your credit card or other payment instrument by minors;

3.5 You access the Platform only from jurisdictions where the specific Game or Service you are attempting to use is authorized by Company. Availability of individual Games and Services may vary by jurisdiction. Certain Games or Services may be unavailable in states or territories where other Games or Services remain available.

Without limiting the foregoing, certain Games or Services are not available to users located in California, Connecticut, Idaho, Indiana, Louisiana, Maine, Michigan, Montana, Nevada, New Jersey, New York, Oklahoma, Tennessee, Washington, West Virginia, or any jurisdiction outside the United States, as well as any other jurisdiction designated by Company from time to time (collectively, the "Restricted Territories"). Company may modify the list of Restricted Territories or the availability of any particular Game or Service at any time in its sole discretion to comply with applicable law or regulatory requirements;

3.6 You participate in the Games strictly in Your personal capacity for recreational and entertainment purposes only;

3.6.1 You further represent and warrant that all information you supply to Us is complete and accurate. Knowingly submitting incomplete or inaccurate information may result in immediate termination of Your User Account, revocation of any License from Us, and any further participation or access to the Service, at KHK's sole discretion, to the extent legally permissible;

3.7 You will not be involved in any fraudulent or other unlawful activity in relation to Your participation in any of the Games and You will not use any software-assisted methods or techniques (including but not limited to "bots" designed to play automatically) for Your participation in any of the Games. We reserve the right to invalidate any participation in the event of such behavior;

3.8 If, in the reasonable opinion of KHK, we form the view that a player is abusing any promotion, to derive any advantage or gain for themselves or another player, including by way of fraudulent conduct, we may, at our sole discretion, withhold, deny or cancel any advantage, bonus or promotional prize as we see fit, or terminate or suspend the User Account of such player.

i. You will not directly or indirectly participate in groups or take advantage of, or encourage others to participate in or take advantage of schemes, organizations, agreements, or groups designed to share: (a) hacks or money-making strategies; (b) special offers or packages emailed to a specific set of players and redeemable by URL; or (c) identification documents (including, but not limited to, photographs, bills and lease documents) for the purpose of misleading KHK as to a player's identity.

3.9 In relation to any purchase, You must only use a valid form of payment accepted by the Platform or its third party payment processing provider(s) ("Payment Agent(s)") which lawfully belongs to You (the "Payment Mechanism").

3.9.1 You will not sell or trade for value, or seek to sell or trade for value, or accept as a sale or trade for value, any Merchandise provided to You by KHK.

3.9.2 You will not intentionally lose Your chips to benefit another player's chip stack, often referred to as 'chip dumping."

3.9.3 You will not intentionally receive chips in a 'chip dumping' scheme or participate in any other cheating or fraudulent play as stipulated in the Card Room Rules.

4. Your User Account

4.1 You must create a User Account in order to access or use the Service.

4.2 Only one User Account is permitted per person. In the event You open or try to open more than one User Account, all User Accounts You have opened or try to open may then be terminated or suspended any Virtual Coins balances may be voided.

4.3 If You lose access to Your User Account, You must not register a new User Account. Rather, You must contact customer support via this form to have Your User Account status updated.

4.4 You are required to keep Your personal details up to date. If You change Your address, email, phone number or any other contact details or personal information, please contact

customer support. The name that You provide to us at registration must be match any identification You provide for Your User Account verification.

4.5 During the registration process, You will be required to select a password unless: (i) You login to Your User Account using the Facebook® login facility in which case Your Facebook® password will apply; or (ii) You login to Your User Account using the Google® login facility in which case Your Google® password will apply.

4.6 You confirm that You will not share Your User Account or password with any other person or let anyone else access or use Your User Account without our written permission. You will not access or use a User Account which has been rented, leased, sold, traded, or otherwise transferred from the User Account creator without our written permission.

4.7 If You become aware, or have reasons to suspect, that the security of Your User Account may have been compromised, including loss, theft or unauthorized disclosure of Your password and User Account details, You must notify us immediately.

4.8 You are responsible for maintaining the confidentiality of Your User Account and accept responsibility for all uses of the User Account, including any purchases (whether or not authorized by You).

4.9 We reserve the right to close Your User Account if it is inactive for a period of 365 days or longer. You agree that We are not required to give notice to You prior to taking such action, although we may choose to do so in our sole discretion.

4.10 If You wish to close Your User Account, You may do so at any time by contacting customer support. Closing Your User Account will forfeit all continued access to and right to use, enjoy or benefit from any Virtual Coins associated with Your User Account.

4.11 We reserve the right to refuse to open or the right to close a User Account at our sole discretion.

4.12 User Account registrations may be limited to one User Account registration per person or per IP address at our sole discretion.

4.13 Whereby reserve the right, at our sole discretion, to deactivate or suspend your User Account (notwithstanding any other provision contained in these Terms of Use) where we have reason to believe that you have played or are likely to play in tandem with other player(s) as part of a club, syndicate, group, etc., or played the Games in a coordinated manner with other player(s) involving the same (or materially the same) actions, decisions, or selections.

5. Games and Contests

5.1 In addition to these Terms, Games offered on the Service may have their own rules which are available on the Service. It is Your responsibility to read the rules of a Game before playing. You must familiarize Yourself with the applicable terms of play and read the relevant rules before playing any Game.

6. Purchases

6.1 The name on Your Payment Mechanism must match the name on Your User Account. If it comes to our attention that the name You registered on Your User Account and the name linked to Your Payment Mechanism differ, Your User Account will be suspended, purchases may be voided, and any Virtual Coins balance may be adjusted accordingly. **You must promptly notify us if Your Payment Mechanism is cancelled, lost or stolen or if the security of Your Payment Mechanism has otherwise become compromised.**

6.2 You acknowledge and agree that we may, from time to time and without notice, appoint one or more Payment Agents to process or make payments from or to You on our behalf.

6.3 If one or more of Your Virtual Coins purchases is subject to a charge back request, Your User Account will be suspended. In the event of any charge back on Your User Account, the amount of the charge back will be a debt owed by You to Us, and You must immediately submit payment for such purchases through an alternative Payment Mechanism.

6.4 You agree that we and/or our Payment Agents appointed by us from time to time may store Your Payment Mechanism details to process future purchases. By accepting these Terms, you authorize us and/or our Payment Agents to store Your payment credentials in compliance with applicable payment processing regulations.

6.5 A Payment Agent will have the same rights, powers and privileges that we have under these Terms and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event will we be liable to You for any loss, damage or liability resulting from the Payment Agent's negligence and/or acts beyond the authority given by us.

6.6 All purchases will be in USD.

6.7 If You make a purchase, the purchased, licensed Virtual Coins may be added to Your User Account instantaneously unless there is any delay due to situations outside our control, including without limitation a force majeure event, poor internet connectivity, internet failure or electricity outages.

6.8 When You make a purchase, it will appear on Your statement as a purchase from "Clubs."

6.9 When You make a purchase, You will receive two confirmations: (i) an on-screen confirmation that the transaction has taken place; and (ii) an email to the email address on Your User Account confirming that the transaction has taken place.

6.10 When You log into Your User Account Your licensed Virtual Coins balance will be displayed in the upper right-hand corner of Your screen, both on the KHK mobile application and on the KHK website.

6.11 Virtual Coins will automatically expire in the event a User Account becomes Dormant. For the purpose of these Terms "Dormant" means there has been no game play activity utilizing Virtual Coins for a consecutive period of ninety (90) days.

6.12 Our Customer Support can be reached twenty-four hours a day, seven days a week via this form or by emailing support@clubspoker.com. The expected response time is as soon as possible up but may take up to twelve (12) hours.

6.13 Notice for California Users Under Civil Code Section 1789.3

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N – 112, Sacramento, CA 95834, or by telephone at 1(800) 952 – 5210.

7. Promotions

7.1 All promotions, contests, and special offers are subject to these Terms, the official rules of the promotion, contest, or special offer, and any additional terms that may be published at the time of the promotion, contest or special offer.

7.2 We reserve the right to withdraw or alter any such promotions without prior notice to You at our sole discretion.

7.3 We reserve the right at our sole discretion and without any requirement to provide a justification to exclude You from any promotions, contests or special offers that may be offered from time to time.

7.4 We reserve the right to exclude You from any promotions, contests or special offers if we believe that You have tried to enter said promotions, contests of special offers by using more than one User Account or are otherwise engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in Your local jurisdiction), whether or not You would have or might have won but for such activity. Where multiple entries/User Accounts have been used, we reserve the right to suspend those User Accounts and withhold any promotional benefits.

7.5 You confirm that You grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free License to use in whatever way we see fit, and without further acknowledgement of You as the author, any content You post or publish as part of a promotion, contest or competition.

8. Verification

8.1 You acknowledge that we, or a third party acting on our behalf, are entitled to conduct any verification checks (including but not limited to age and identity verifications and credit background checks) that we may reasonably require and/or that are required of us under applicable laws and regulations or by relevant regulatory authorities. You agree to comply with all verification checks in a timely manner.

8.2 You agree that we may restrict Your opening or use of a User Account pending any verification checks having been completed to our satisfaction.

8.3 The documents required may include, but are not limited to, photo identification, such as a government issued passport or driver's license; a utility bill that matches the address registered on Your User Account; and source of wealth or source of funds documentation such as a payslip or bank statement.

8.4 In the event that any verification check cannot be completed for any reason, including Your failure to provide any requested documentation, then We may, in our sole discretion, terminate deactivate or otherwise restrict Your User Account.

8.5 You acknowledge and agree that we may use third party service providers to run external identification, location verification and other verification checks based on the information provided by You from time to time. You must enable and allow "Locations Services" on Your device or PC in order to operate the Service or access Your User Account.

9. Intellectual Property

9.1 These Terms confer only the right to use the Service and they do not convey any rights of ownership in or to the Service.

9.2 All rights, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property or where licensed from a third party their sole property.

9.3 Your use of the Games will not convey any ownership rights in the intellectual property to You. The titles, source and object codes, game client and server software, the "look and feel" of the Games, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, User Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations files, images, graphics, documentation, gaming history and recording of game play, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications related to the above will remain vested in us or any third party supplier of the Games.

9.4 Notwithstanding anything to the contrary in these terms, You acknowledge and agree that You shall have no ownership or other property interest in the User Account, and You further acknowledge and agree that all rights in and to the User Account are and shall forever be owned by and inure to the benefit of us.

10. Responsibility for User Generated Content

10.1 You are responsible for complying with all laws applicable to Your User Content. You agree not to submit to the Service, or send to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, illegal material or any material that infringes or violates another party's rights.

10.2 You will not provide inaccurate, misleading or false information to us or to any other user of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, You will notify us of such change immediately.

10.3 We may, in our sole discretion, delete any User Content without notice but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at Your own risk.

10.4 You hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display and use any User Content and to incorporate the same in other works in any form, media, or technology now known or later developed.

10.5 You further hereby grant to us the unconditional, right to use and exploit Your name, likeness and any other information or material included in any User Content and in connection with any User Content or Your User Account, without any obligation to You. You waive any rights of attribution and/or any moral rights You may have in Your User Content, regardless of whether Your User Content is altered or changed in any manner except as prohibited by law.

10.6 You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at Your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

10.7 Prohibited Content; User Content that is prohibited in the Service includes, but is not limited to:

- User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harassing User Content;
- User Content of a sexual or offensive nature;
- User Content that promotes terrorism or religious hatred;
- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene or defamatory;
- User Content of commercial nature without authorization from us; or
- User Content promoting the services of another business or competitor.

10.8 If You see any material in the Service that in Your belief is offensive, hateful, harassing or that You otherwise think is prohibited, please notify us via this form.

11. Third Party Websites & Content

11.1 The Service may contain links to content owned and/or operated by third parties, for instance third parties who may invite You to participate in promotional offers or rewards programs or third-party advertisers or payment providers. Any separate charges or obligations that

You may incur in Your dealings with these third parties are Your sole responsibility. We are not responsible for any such third-party services or content and do not have control over any materials made available therein.

11.2 Our inclusion of a link to a third-party website, services or content in the Service does not imply our endorsement, advertising, or promotion of such websites, services or content or any materials available and we make no guarantee as to the content, functionality, or accuracy of any third-party website.

11.3 By accessing a third-party website, services or content, You accept that we do not exercise any control over such websites, services or content and have no responsibility for them. The third-party sites may collect data or solicit personal information from You. We are not responsible for privacy policies, or for the collection, use or disclosure of any information those sites may collect. It is always best to read and understand the terms of services and privacy policies applicable to any third-party website, services or content You may access.

11.4 We do not endorse, do not assume and will not have any liability or responsibility to You or any other person for any third-party products, services, materials or websites. Please note that the relevant third party is fully responsible for all goods and services it provides to You and for any and all damages, claims, liabilities and costs it may cause You to suffer, directly or indirectly, in full or in part.

11.5 If You use third party social networking websites to discuss the Service such as Facebook® and Twitter®, You acknowledge and agree that:

- any content that You post on such social networking sites are subject to the relevant terms and conditions of that website;
- You will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other players; and
- we are not responsible or liable for any comments or content that You or others post on social networking sites.

12. Copyright Infringement Notice

KHK requires our Users to respect the intellectual property rights of others. If You are the owner of copyright and You believe that Your work has been used in the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with a notice meeting all of the requirements of the Digital Millennium Copyright Act ("DMCA"). Your notice should contain the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a clear description of the copyrighted work or other intellectual property that You claim has been infringed;
- a description of where the material that You claim is infringing is located in the Service.
- Your address, telephone number, and email address;

- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act in the copyright or intellectual property owner's behalf.

Before you file Your DMCA notice, please carefully consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If You file a DMCA notice when there is no infringing use, You could be liable for costs and attorneys' fees.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

ATTN: KHK DMCA Copyright Agent
2001 Market St. Ste 2500
Philadelphia, PA 19103

13. Disruptions, Errors & Omissions

13.1 Disclaimer of Warranties. THE SERVICES, IN WHOLE AND IN PART (INCLUDING, WITHOUT LIMITATION, ALL CONTENT, AND USER MATERIALS), ARE PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY: (A) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (B) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; (C) THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (D) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE SERVICES; (E) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (F) THAT TRANSMISSIONS OR DATA WILL BE SECURE.

13.2 Exceptions. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR WARRANTIES AND LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13.3 We are not liable for any downtime, server disruptions, errors, lagging, or any technical or political disturbance to the Service or Games, nor attempts by You to participate by methods, means or ways not intended by us.

13.4 We accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Service including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of a Service or any errors or omissions in the Service.

13.5 In the event of a Service system malfunction, then all Game play on the Service will be void.

13.6 In the event of an error or malfunction in a Game, then all Game play resulting from the error or malfunction will be voided.

13.7 We reserve the right to remove any part of the Games from the Service at any time. Any part of the Games that indicate incorrect behavior affecting, game data, or Virtual Coins balances, that may be due to error, misconfiguration or a bug, will be cancelled and removed from the Service. We reserve the right to alter player balances and User Account details under such circumstances, at our sole discretion, in order to correct any mistake.

13.8 We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but will not be obliged to, give You as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

13.9 We reserve the right to declare participation in a Game void, partially or in full, if, in our sole discretion, we deem it obvious that there was an error, mistake, misprint or technical error on the pay-table, win-table, minimum or maximum stakes, odds or software.

13.10 If You are incorrectly awarded any Virtual Coins or prizes as a result of (a) any human error; (b) any bug, defect or error in the Service; or (c) the failure of any Games to operate in accordance with the rules of the relevant game, then We will not be liable to award You any such Virtual Coins or prizes, and You agree that any such Virtual Coins or prizes that have been awarded in error to Your User Account will be voided.

13.11 We retain absolute discretion in the event of a discrepancy between the result showing on a user's device and the server software. Such discretion includes the authority to recognize the result showing on the server software as the official and governing result.

14. Limitation of Liability and Indemnification

14.1 <u>Limitation of Liability</u>. BY ACCESSING, USING OR DOWNLOADING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT SUCH USE IS AT YOUR OWN RISK AND THAT NEITHER THE COMPANY NOR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR THE COMPANY OR ANY OF THEIR AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, SUPPLIERS, ADVERTISERS, PAYMENT SERVICES PROMOTERS, PARTNERS, OR CONTRACTORS (COLLECTIVELY "RELEASED PARTIES") ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND

(INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LEGAL FEES, EXPERT FEES, COST OF PROCURING SUBSTITUTE SERVICES, LOST OPPORTUNITY, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH THE ACCESS TO, USE OF, RELIANCE ON ANY MATERIAL OR CONTENT ON THE SERVICES, OR BROWSING OF THE SERVICES OR THROUGH YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SERVICES, SPECIFICALLY INCLUDING ANY PAST, PRESENT OR FUTURE USE OF "COOKIES," "GET REQUESTS," PIXELS AND OTHER TRACKING TECHNOLOGY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RELEASED PARTIES CANNOT AND DO NOT WARRANT OR GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, RELEASED PARTIES ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE, FOR ANY DAMAGES RELATING TO OR CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICES.

14.2 Indemnification. BY USING THE SERVICES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT) THE RELEASED PARTIES FROM ANY AND ALL THIRD PARTY CLAIMS AGAINST THE COMPANY RELATED IN ANY WAY TO YOUR USER ACCOUNT, YOUR USE OF THE SERVICES OR YOUR ACCESS TO THE SITE.

14.3 One Year Limitations Period. You and KHK agree that any claims, regardless of form, arising out of or related to the Site (including Services) or these Terms of Use or Privacy Policy must BE FILED within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute.

14.4 SOLE AND EXCLUSIVE REMEDY/LIMITATION ON RECOVERY. UNLESS OTHERWISE PROHIBITED BY LAW, IN ANY DISPUTE WITH THE RELEASED PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY UNDER ANY LEGAL THEORY FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM ANY CAUSE SHALL BE LIMITED TO RECOVERY OF THE AMOUNT OF YOUR OWN PURCHASES DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

14.5 YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN SECTION 13.1, AND THE INDEMNITIES, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES IN THIS SECTION 14, ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS AND THAT THEY

HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU AND KHK TO ENTER INTO THESE TERMS OF USE.

14.6 NOTHING IN THESE TERMS OF USE WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF KHK FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY KHK'S NEGLIGENCE OR WILLFUL MISCONDUCT.

14.7 TO THE EXTENT ANY OF THE LIMITATIONS OF REMEDY, INCLUDING WAIVER OF THE RIGHT TO PRIVATE OR PUBLIC INJUNCTIVE RELIEF, ARE NOT PERMITTED BY LAW OF ANY APPLICABLE JURISDICTION, SUCH LIMITATIONS SHALL NOT APPLY AND SHALL BE DEEMED AS SEVERABLE AND STRICKEN FROM THESE TERMS. THE PARTIES AGREE FURTHER THAT SUCH PROVISION(S) SHALL NOT AFFECT THE ENFORCEABILITY OF THE TERMS OR THE ARBITRATION AGREEMENT (Section 16), WHICH THE PARTIES AGREE SHALL REMAIN IN PLACE AND IN FORCE LESS ANY SUCH STRICKEN PROVISIONS.

15. CUSTOMER SERVICE AND INITIAL DISPUTE RESOLUTION PROCEDURE

Customer Support

15.1 If You need customer service in relation to the Service, You may contact us via this form.

15.2 To protect Your privacy, all communications between You and us should be carried out using or referencing the email address that You used to register Your User Account for the Service. Failure to do so may result in our response being delayed.

Initial Dispute Resolution Procedure and Conference

15.3 The parties shall use best efforts to resolve informally any customer service issue promptly and in good faith. If for some reason You are not satisfied or your claim is not resolved (a "Dispute"), You may then pursue arbitration as set out below in Section 16. However, You must first submit a Notice of Dispute as set forth in this Section 15 and engage in a conference either by telephonic or videoconference means with KHK prior to and as a condition precedent to initiating arbitration or any formal proceeding over a Dispute as required by Section 16.

15.4 Notice of Dispute Required Prior to Arbitration. The party initiating a claim over a Dispute must give notice to the other party in writing of its intent to initiate an informal dispute resolution conference. The initial conference shall occur within thirty (30) days after the other party receives such notice or within a time period required by law, unless an extension is mutually agreed upon by the parties.

15.5 All initial dispute resolution conferences shall be conducted individually, between KHK and You. Multiple individuals with Disputes cannot participate in the same informal telephonic dispute resolution conference. If a party is represented by counsel (which such

representation will be at such parties' sole cost and expense), counsel may participate in the conference, but each party shall also attend and participate in the conference.

15.6 To notify KHK that You intend to initiate an informal dispute resolution conference, please inform us by sending a Notice of Dispute to admin@clubspoker.com and include the following information:

(a) Your username and email address associated with Your User Account;

(b) Your first and last name, as registered on your User Account;

(c) Your residence address;

(d) Your telephone number (home and/or mobile);

(e) a detailed explanation of the complaint/claim and basis for the claim;

(f) any specific dates and times associated with the complaint/claim (if applicable); and

(g) the remedy, action or any amount You are seeking from KHK

15.7 Upon receipt of Your Notice of Dispute, We will respond in writing within thirty (30) days after receipt of such Notice, unless an extension is mutually agreed upon by the parties. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to Your complaint/claim in a timely manner, and may, in KHK's discretion, extend the time period for resolution before a formal proceeding may be commenced, as permitted by these Terms.

15.8 The parties shall use their best efforts to settle any Dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a pre-condition to either party initiating a formal arbitration as provided in Section 16. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time of the initial Notice, then either party may initiate binding arbitration, to the extent permitted by law, as the sole means to resolve claims, subject to these Terms and the Arbitration Agreement.

15.9 The aforementioned Notice of Dispute and informal dispute resolution process is a condition precedent to commencing any formal arbitration proceeding under the Arbitration Agreement (Section 16 below), including litigation if you have successfully opted-out of the arbitration agreement. The parties agree that any relevant limitations period or other deadlines will be tolled solely by the amount of time the parties initiate and engage in this informal dispute resolution process.

15.10 Regardless of whether you decide to opt out of arbitration, the terms set forth in this Section 15 Initial Dispute Resolution shall remain in full force and effect as part of these Terms.

16. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION & CLASS ACTION WAIVER AGREEMENT (THE "AGREEMENT") CAREFULLY BECAUSE IT REQUIRES YOU AND KHK TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMIT THE MANNER IN WHICH YOU AND KHK CAN SEEK RELIEF FROM EACH OTHER. THIS AGREEMENT APPLIES TO ANY CLAIMS YOU OR COMPANY CURRENTLY POSSESS AND ANY CLAIMS THE PARTIES MAY RAISE IN THE FUTURE. WHILE YOU MUST AGREE TO THESE TERMS OF USE IN ORDER TO USE THE SERVICES, IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, THERE IS AN OPTION, DESCRIBED BELOW IN SECTION 16.12, TO OPT OUT OF THE ARBITRATION PROVISIONS. THE OPTION TO OPT-OUT IS TIME-LIMITED TO THIRTY (30) DAYS OF ENTERING THIS AGREEMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you reside in or access the Service at any time while located in the United States, this Section 16 (Binding Arbitration Agreement and Class Action Waiver Agreement) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms of Service.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH SETS FORTH HOW PAST, PENDING OR FUTURE DISPUTES BETWEEN YOU AND KHK SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY.

THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT ALSO REQUIRES THAT ANY PAST, PENDING OR FUTURE DISPUTES WITH THE COMPANY SHALL PROCEED FOR YOUR OWN LOSSES ONLY. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION, OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION.

16.1 Acceptance of Terms. By using, or otherwise accessing the Service, or clicking to accept or agree to the Terms where that option is made available, you confirm that you have read and accept and agree to this Agreement. Except to the extent that you may opt-out as provided below, all of your activity on the Website or Platform and all or your transactions with KHK, including all events which occurred before your acceptance of this Agreement, shall be subject to this Agreement.

16.2 **Scope of Agreement to Arbitrate.** You and KHK agree that any past, pending, or future dispute, claim or controversy arising out of or relating to any purchase or transaction by you, your access to or use of any Platform or the Service, or to this Agreement, the Terms of

Use, or Privacy Policy (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of this Agreement or the Terms of Use) (a "Dispute"), shall be determined by arbitration, including claims that arose before acceptance of any version of this Agreement. In addition, in the event of any Dispute concerning or relating to this Agreement — including the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims—you and KHK agree and delegate to the Arbitrator the exclusive jurisdiction to rule on their own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

16.3 Notwithstanding the above provision and Agreement to Arbitrate, all parties retain the right to seek relief in a small claims court for disputes or claims solely within the scope of a small claim's court jurisdiction.

16.4 Lack of Estoppel or Preclusive Effect. The parties agree that any issues determined in arbitration or any other proceeding between the parties shall be conducted and decided for the benefit of the parties or express third party beneficiaries only and shall have no preclusive or estoppel effect against a party in any subsequent or other arbitration or litigation matter, such that all issues shall be decided anew in any subsequent or other proceedings involving either party. The parties reach this agreement in order to narrowly and efficiently tailor their legal positions without concern that any third party may attempt to offensively use any finding or determination of fact or law against You or [Company].

16.5 Third-Party Beneficiaries. You further agree and intend that this Agreement and the Terms are entered into for the express benefit of your spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from your use of the Service which is brought by them or by any person for the use or benefit of your spouse, heirs, children and next-of-kin. KHK agrees also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of KHK.

16.6 Intellectual Property. Notwithstanding the requirement to arbitrate in this Section 16, you and KHK are NOT required to arbitrate any claims for the alleged unlawful use of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents, and the parties agree that in the event of infringement of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents of a party, they shall also be entitled to seek injunctive relief from a court of competent jurisdiction, and the parties shall not be able to hold out a user's access to the Service as a basis to enforce this arbitration agreement as to such claims.

16.7 Separate Agreement. The parties acknowledge that this Agreement is a separate agreement between the parties governed by the Federal Arbitration Act, and that any alleged or determined invalidity or illegality of all or any part of the Terms of Use, the Service, the Platform, or the Privacy Policy shall have no effect upon the validity and enforceability of this Agreement.

16.8 Applicable Law. While the Federal Arbitration Act shall control, to the extent the law of any state is applied or considered with respect to issues bearing upon the enforceability or

scope of this Agreement, the parties agree that the law of the State of Delaware shall exclusively apply, notwithstanding any consideration or application of choice of law or conflicts of law principles.

INITIATING ARBITRATION UNDER JAMS RULES

16.9 Following the conclusion of the initial dispute resolution process required by Section 15, you or KHK may seek arbitration of a Dispute in accordance with the provisions of this Agreement. You and KHK agree that JAMS ("JAMS") will administer the arbitration under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect at the time arbitration is sought ("JAMS Rules"). The parties further agree that, to the extent applicable, the JAMS Mass Arbitration Procedures and Guidelines shall apply. The JAMS Rules referenced above are available at https://www.jamsadr.com/adr-rules-procedures/.

You and KHK further agree:

16.9.1 The arbitration will be handled by a sole arbitrator. The parties agree that the JAMS arbitrator must have the following minimum qualification: practicing attorneys or retired federal court judges who have at least ten years of substantive expertise in litigating and resolving of complex business disputes, including motions to compel arbitration and litigation or adjudication regarding whether disputes are arbitrable;

16.9.2 Tor purpose of Sections 16.1 and 16.2 of the JAMS Rules, the JAMS Streamlined Arbitration Rules and Procedures and JAMS Expedited Procedures shall *not* apply unless otherwise explicitly agreed to by all parties to the Dispute;

16.9.3 In lieu of JAMS Rule 15, the parties shall be presented with a list of eight (8) potential arbitrators, be allowed three (3) strikes and the parties shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference (e.g., if both parties select a potential arbitrator as their top preference, that arbitrator will be selected);

16.9.4 In lieu of JAMS Rule 18, the parties shall have the right to submit a dispositive motion at the outset of the arbitration to the Arbitrator in order to resolve issues other than the ultimate issue of fact. The submission and scheduling of such motions shall be addressed at a conference held before the JAMS arbitrator, and the Parties agree that any dispositive motions shall be resolved and the remainder of the arbitral proceeding stayed pending resolution, absent good cause and immediate necessity to proceed.

16.9.5 Unless and only to the extent prohibited under JAMS Rules, the arbitration will be held in Wilmington, Delaware or, at either your or our election, will be conducted telephonically or via other remote electronic means;

16.9.6 The JAMS Rules will govern payment of all arbitration fees, currently available at https://www.jamsadr.com/arbitration-fees, You will only be required to pay arbitration fees of $250 in connection with any arbitration initiated under this Section 16, but You will still be responsible for paying your own attorneys' fees;

16.9.7 Except as otherwise waived or limited under the Terms or this Agreement, the JAMS arbitrator shall be authorized to award any remedies, including equitable or injunctive relief, that would be available in an individual lawsuit except:

(a) In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, and the parties waive any right to recover any such damages; and

(b) **In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits**;

16.9.8 The arbitration decision and award shall consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless the parties agree otherwise, the award shall be a reasoned award and contain a concise written statement of the reasons for the award;

16.9.9 Except as and to the extent otherwise may be required by law, the arbitration proceeding, pleadings, and any award shall be treated as confidential and shall not be used by the parties except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its confirmation and enforcement.

16.9.10 In the event JAMS is unavailable or unwilling to hear the dispute in accordance with this Agreement, the parties shall agree to, or a court shall select, another arbitration provider subject to the procedural agreements of this Section 16; and

16.9.11 You and KHK agree that any award issued by the Arbitrator in excess of $50,000 in favor of either party, or any award which grants any form of declaratory or equitable relief that would significantly impact other KHK users or the operation of the Platform, may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election. The JAMS Optional Arbitration Appeal Procedures are available at https://www.jamsadr.com/adr-rules-procedures/.

16.10 Batch Arbitration. To increase efficiency of resolution, in the event 20 or more similar arbitration demands against KHK, presented by or with the assistance of the same law firm or organization or group of law firms or organizations working in coordination, are submitted to JAMS in accordance with the rules described above within a 60-day period, JAMS shall consolidate those arbitrations as contemplated in the JAMS Rules by (a) grouping the arbitration demands into batches of no more than 25 demands per batch (plus, to the extent there are fewer than 25 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (b) providing for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. For avoidance of doubt, consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair your right to present any evidence or argument that you think particular to your case, so long as consistent with JAMS Rules. You agree to cooperate in good faith with KHK and JAMS to implement such a batch approach to resolution and fees.

16.11 By signing a demand for arbitration, a party certifies, to the best of their knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law (including attorney's fees) for either party's violation of this requirement.

OPTION AND PROCEDURE TO OPT OUT OF ARBITRATION

16.12 IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MAY OPT OUT OF THE AGREEMENT TO ARBITRATE BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THE ARBITRATION PROVISIONS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

16.13 OPT-OUT. IF YOU DO NOT WISH TO AGREE TO THE PROVISIONS OF THIS SECTION 16 AGREEMENT REQUIRING ARBITRATION AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, SEND AN EMAIL TO OPTOUT@CLUBSPOKER.COM WITH THE SUBJECT "OPT-OUT". **REQUESTS TO OPT OUT AFTER THE 30 DAY PERIOD SHALL NOT BE EFFECTIVE.**

16.14 Whether to agree to arbitration is an important decision. It is your decision to make and you are not required to rely solely on the information provided in these terms of use. You should take reasonable steps to conduct further research and to consult with counsel (at your expense) regarding the consequences of your decision.

WAIVER OF CLASS RELIEF AND COLLECTIVE ACTION

16.15 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR KHK SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. YOU MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL CLAIMS BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. UNDER THIS AGREEMENT, YOU MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. YOU AND KHK ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY

ACCEPTING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE YOU AGREED TO THIS AGREEMENT.

16.16 Severability. This Agreement applies solely to the extent permitted by law. If for any reason any provision of this Agreement or portion thereof, is found to be unlawful, void, or unenforceable, that part of this Agreement will be deemed severable and shall not affect the validity and enforceability of the remainder of this Agreement which shall continue in full force and effect. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

END OF SECTION 16 ARBITRATION AGREEMENT

17. Waiver of Jury Trial

17.1 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE PLATFORM OR SERVICES OR ANY TRANSACTIONS BETWEEN THE PARTIES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

18. Miscellaneous

18.1 Entire Agreement. These Terms constitute the entire agreement between You and us with respect to Your use of the Service and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and us with respect to Your participation.

18.2 Tax. You are solely responsible for any taxes which apply to Your use of the Service.

18.3 Force Majeure. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside of our reasonable control, including but not limited to an act of God, hurricane, war, fire, riot, earthquake, weather, pandemic or endemic, terrorism, act of public enemies, strikes, labor shortage, actions of governmental authorities or other *force majeure* event.

18.4 Severability. In the event any provision of these Terms is held unenforceable, such provision will be ineffective but shall not affect the enforceability of the remaining provisions. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

18.5 Assignment. These Terms are personal to You, and are not assignable, transferable or sub-licensable by You except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to You, and in such case the Terms shall apply to and bind any successor-in-interest or assignee of ours.

18.6 Third-Party Beneficiaries. You further agree and intend that these Terms are entered into for the express benefit of your spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from your use of the Service which is brought by them or by any person for their use or benefit.

18.7 Entire Agreement. These Terms contain the entire understanding between You and us, and supersede all prior understandings between You and us relating to the subject matter.

18.8 Business Transfers. In the event we undergo a change of control, merger, acquisition, or sale of assets, Your User Account and associated data may be part of the assets transferred to the purchaser or acquiring party.

18.9 Waiver. Our failure to assert breach or a violation of these Terms or otherwise failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.

18.10 Survival of Obligations. SECTIONS 13, 14, 15, 16, 17 and 19 SHALL BE DEEMED TO SURVIVE THE TERMINATION OF THESE TERMS OF USE OR YOUR USER ACCOUNT FOR ANY REASON.

19. Applicable Law and Jurisdiction

19.1 Governing Law. Subject to the Arbitration Agreement contained in Section 16, which is governed by the Federal Arbitration Act, the parties agree that these Terms and the related Service are governed by and shall be construed in accordance with the laws of the State of Delaware, USA without regard to its principles of conflicts of law. To the extent this governing law provision is finally determined to be unenforceable as it relates to the use of the Services, the parties agree that the governing law shall in such event be the applicable law in the jurisdiction in which the user who is a party to the dispute properly utilizes the services. Nothing herein is intended to limit a party's right to appeal a determination by a court of law that the laws of the State of Delaware are unenforceable.

19.2 Exclusive Forum. Subject to the Arbitration Agreement contained in Section 16, the parties agree that any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination or invalidity of these Terms, will be submitted exclusively to state or federal courts in Wilmington, Delaware, and You and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.