

Relax Gaming Online Poker Software Terms of Service

END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") should be read and accepted by the user (hereinafter "**User**") prior to the use of Relax Gaming Ltd's (hereinafter "**Relax Gaming**") below defined services subject to this Agreement. This Agreement constitutes a legally binding agreement between the User and Relax Gaming.

By clicking "I accept the agreement" and proceeding with the installation as part of the software installation process and using the services defined below, the User consents to the terms and conditions set forth in this Agreement, as may be updated or modified from time to time in accordance with the provisions below and therein.

For the purposes of this Agreement, the definition of software shall include both, Relax Gaming's poker software versions, including also any future updates to the poker software, downloadable to the User's personal desktop or laptop computer (hereinafter "**PC**" or "**PC Software**") running a Windows, MAC, Linux or any future operating system and the mobile software applications (hereinafter "**Mobile Software**") downloadable to the mobile devices running an Android, iOS, Windows Phone, Windows Mobile or any future operating system (including, without limitation, a cellular phone, PDA, tablet, or any other type of device now existing or hereafter devised) (hereinafter each "**Device**") (hereinafter PC Software and Mobile Software shall also be jointly referred to as "**Software**").

Relax Gaming is a company registered in Malta (C48994), with registered address at Block 6, Floor 4, Paceville Avenue Street, St Julian's, STJ 3109, Malta and licensed by the Malta Gaming Authority (MGA/B2B/246/2013).

1. GRANT OF LICENSE/INTELLECTUAL PROPERTY

1.1. Subject to the terms and conditions contained herein Relax Gaming grants the User a non-exclusive, personal, non-transferable right to install and use the Software on the User's PC or Device, as the case may be, in order to access Relax Gaming's servers for the purpose of playing the available poker games (the "**Games**") (the Software and Games together being the "**Services**").

1.2. The Software is licensed to the User by Relax Gaming for private personal use. Please note that the Software is **not** for use by (i) individuals under 18 years of age, (ii) individuals under the legal age of majority in their jurisdiction and (iii) individuals connecting to the Services from jurisdictions from which it is illegal to do so. Relax Gaming is not able to verify the legality of the Service in each jurisdiction and it is the User's responsibility to ensure that their use of the Service is lawful.

1.3. Relax Gaming, its group companies and licensors are the sole holders of all rights in the Software and the Software's code and architecture are protected by copyright, trade secrets, intellectual property and other rights. The User may not, within the limits prescribed by applicable laws:

- a. copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Software or make any attempt to access the source code to create derivative works of the source code of the Software, or otherwise;
 - b. sell, assign, sublicense, transfer, distribute or lease the Software;
 - c. make the Software available to any third party through a computer network or otherwise;
 - d. export the Software to any country (whether physically or by electronic means); or
 - e. use the Software in a manner prohibited by applicable laws or regulations,
- (each of the above is referred to as "**Unauthorized Use**").

1.4. Relax Gaming, its group companies and licensors reserve any and all rights implied or otherwise, which are not expressly granted to the User hereunder, and retain all rights, title and interest in and to the Services.

1.6. The User agrees to be solely liable for any damage, costs or expenses arising out of or in connection with any Unauthorized Use. The User shall notify Relax Gaming immediately upon becoming aware of any Unauthorized Use and provides Relax Gaming with reasonable assistance with any investigations it conducts on the basis of the information provided by the User in this respect.

1.7. The term "Relax Gaming", domain name "www.relax-gaming.com" and any other trademarks, service marks, signs, trade names, domain names or any such names or marks used by Relax Gaming in connection with the Services from time to time (the "**Intellectual Property Rights**") shall be Intellectual Property Rights of Relax Gaming and/or its group companies and/or its licensors, and these entities reserve all rights to such Intellectual Property Rights. The User hereby acknowledges that by using the Services, it shall not obtain any rights to the Services and/or the Intellectual Property Rights, or any part thereof.

Additionally, the User agrees not to undertake any acts or omissions resulting in harm or potential harm to any rights, including the Intellectual Property Rights, held by Relax Gaming, its group companies and/or its licensors of the Software or the Intellectual Property Rights, nor shall the User undertake any acts or omissions that damage the image or reputation of Relax Gaming, its group companies, employees, directors, officers and/or consultants.

2. WARRANTIES.

2.1. Relax Gaming disclaims any and all warranties, expressed or implied, in connection with the Services. The Services are provided to the User "AS IS" and Relax Gaming shall provide the User with no warranty or representation whatsoever regarding the quality, fitness for purpose, completeness or accuracy of the Services.

2.2. Regardless of the efforts of Relax Gaming to provide the User with services of the highest quality, safety and security, Relax Gaming shall not make any warranty that the Services are uninterrupted, timely or error-free, that defects will be corrected or that the Services are free from viruses, bugs or other harmful elements.

2.3. Relax Gaming reserves the right in its sole discretion to suspend, discontinue, modify, remove or add to the Services with immediate effect and without an obligation to provide the User with a notice, including any instances in which information is received by Relax Gaming that the User has entered into a self-exclusion agreement with any gambling provider or where Relax Gaming deems it necessary for the management, maintenance or update of the Services. Relax Gaming shall not be liable in any way whatsoever for any loss suffered as a consequence of any decision made by it in this regard.

3. PROHIBITED USES

3.1. SOFTWARE MODIFICATIONS. The User may not attempt to modify, decompile, reverse-engineer or disassemble the Services in any way.

3.2. PERSONAL USE. The Services are intended solely for the User's personal use.

3.3 EXTERNAL PLAYER ASSISTANCE PROGRAMS ("**EPA**"). Relax Gaming prohibits such External Player Assistance Programs ("**EPA Programs**") that are designed to provide an unfair advantage to players. Relax Gaming defines the term "external" to mean computer software (other than the Software) and non-software-based databases or profiles (e.g. websites and subscription services). Relax Gaming defines the term "unfair advantage" as any instance in which a User accesses or compiles information on other players beyond that which the User has personally observed through his/her own game play.

3.4. AUTOMATIC PLAYERS (BOTS). The use of artificial intelligence including, but not limited to, robots or any other such software is strictly forbidden in connection with the use of the Services. All actions taken in relation to the Services by the User must be executed personally through the user interface accessible in connection with the use of the Software.

3.5. The User agrees that Relax Gaming may take steps to detect and prevent the use of any prohibited EPA Programs. These steps may include, but are not limited to, examination of software running concurrently with Relax Gaming's Software on the User's computer. The User agrees that he/she will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps.

4. LIMITATION OF LIABILITY.

Under no circumstances, including but not limited to any negligence, shall Relax Gaming be liable for any special, incidental, direct, indirect or consequential damage whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of any use (or misuse) of the Services even if Relax Gaming had prior knowledge of the possibility of such damage.

5. AMENDMENT

Relax Gaming reserves the right to update or modify this Agreement or any part thereof at any time without a separate notice and the User shall be bound by such amended Agreement within 14 days of it being posted on the website "<http://www.relax-gaming.com/unibetpoker/licensing>". Therefore, Relax Gaming encourages the Users to visit the Site regularly and check the terms and conditions contained by the version of the Agreement in force at each time. The User's continued use of the Services shall be deemed to attest the User's agreement to any amendments to the Agreement.

6. GOVERNING LAW

The Agreement and any matters relating hereto shall be governed by, and construed in accordance with, the laws of Malta. The User irrevocably agrees that, subject as provided below, the courts of Malta shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waive any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this clause shall limit the right of Relax Gaming to take proceedings against the User in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

7. SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

8. ASSIGNMENT

Relax Gaming reserves the right to assign this Agreement, in whole or in part, at any time without notice. The User shall not be allowed to assign any of his/her rights or obligations under this Agreement.

9. MISCELLANEOUS

9.1. No waiver by Relax Gaming of any breach of any provision of this Agreement (including the failure by Relax Gaming to require strict and literal performance of or compliance with any provision of this Agreement) shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.

9.2. Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties that are not parties to this Agreement.

9.3. Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship, joint venture or any such like relationship between the User and Relax Gaming.

9.4. This Agreement constitutes the entire understanding and agreement between the User and Relax Gaming regarding the Services and supersedes any prior agreement, understanding, or arrangement between the User and Relax Gaming.

9.5. The English language version of this Agreement shall be the prevailing version in the event of any discrepancy between any translated versions of this Agreement.