

TERMS OF USE

Effective Date: August 14, 2023

These Terms of Use (these “**Terms**”) are a legally binding agreement between (a) you, the end user (“you,” “your”); and (b) SportsX, LLC (“**STX**,” “we,” “us,” “our”). These Terms govern your access of the software, games, services, websites, and applications (collectively, the “**Services**”) offered by STX through our website located at <https://STXapp.io> and our mobile applications (collectively, the “**Site**”). Your use of the Services in Ontario is subject to all applicable federal laws and regulations of Canada, the applicable laws and regulations of the Province of Ontario, and these Terms. STX operates the Services in Ontario on behalf of iGaming Ontario (“**iGO**”) and is subject to its registration as an internet gaming operator with the Alcohol and Gaming Commission of Ontario (“**AGCO**”).

Please read these Terms carefully.

ACCEPTANCE OF THESE TERMS. YOU MUST BE AT LEAST 19 YEARS OF AGE TO USE THE SITE AND THE SERVICES. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE OR THE SERVICES. By accessing or using the Site and the Services, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms, including our Privacy Policy, and House Rules, which is incorporated into these Terms by reference.

CHANGES TO THESE TERMS. As we improve the Services or the Site, we may need to update these Terms to provide for changes in the Services, fees associated with the Services, to comply with law or regulations, or to comply with guidance or recommendation from a regulatory body. We may change any aspect of these Terms upon prior written notice to you by electronic mail to the address that you provide when you register your account. The revised version of the Terms will be effective immediately upon posting. If you do not accept the change(s), your remedy will be to cease further use of the Services and/or terminating your account by providing us with notice of cancellation at contactus@stxapp.io within 30 days of receiving our notice of change (unless we specify a different notice period or different remedy).

COMPLIANCE WITH LAW. Please note that the Services are not for use by persons under 19 years of age. You are not permitted to wager or participate in the Services if you are (1) under the age of 19 years, (2) physically located outside of the province of Ontario, and/or (3) an individual not permitted to open an account with STX or use the Services (“**Excluded Individuals**”). If it comes to STX’s attention through what it considers to be reliable means that a registered user is a person under 19 years of age, physically located outside the province of Ontario, or is otherwise not permitted to use the Services, STX will, among other recourses available to it, cancel that User’s account and STX shall not be liable for any loss, damages or harm which you may suffer or incur as a result of any such cancellation or other recourse. You

understand and accept that STX is unable to provide, and is not providing, 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 Services. Any use of the Services is at your sole option, discretion and risk. By using the Services, you acknowledge that you do not find the Services to be objectionable, unfair or inappropriate in any way.

EXCLUDED INDIVIDUALS. As stated in the previous section, an Excluded Individual is not permitted to open an account with STX or use the Services. Excluded Individuals include:

- Individuals under 19 years of age;
- Every individual physically located outside the province of Ontario;
- Self-excluded individuals (see “Self-Exclusion”);
- Members or employees of the AGCO;
- Individuals who are known by STX to be excluded from accessing a gaming site or playing lottery schemes by court order or any applicable law or regulation or any rule or policy enacted thereto, including the [Registrar’s Standards for iGaming](#) (the “**AGCO Standards**”);
- Individuals who STX has reason to believe are prohibited from accessing a gaming site or playing lottery schemes under the AGCO Standards or any applicable law or regulation or any rule or policy enacted thereto.

CONFIRMING LOCATION. To confirm your location, we may use third-party methods to track the location of your desktop, laptop, or mobile device. If we are unable to confirm your location for any reason to our satisfaction, you will not be allowed to open an account or use the Services. By opening an account, you consent to the monitoring and recording by us (and our service providers), the AGCO and iGO of any wagering information and geographic location information. We will handle all location information collected in accordance with our Privacy Policy.

NO STX EMPLOYEES. In addition to Excluded Individuals, if you are an officer, director, employee, consultant or agent of STX or one of its group companies, or suppliers or vendors (each an “**Unauthorized Person**”), you are not permitted to register with STX or to participate directly or indirectly in any of the Services unless you do so based on the written permission of STX and such participation is part of your employment and/or done as promotion for STX. Similarly, relatives of Unauthorized Persons are not permitted to register with STX or to participate directly or indirectly in any of the Services. For these purposes, the term “**relative**” shall include, but is not be limited to, spouse, partner, parent, child, or sibling.

NO COLLUSION, CHEATING, OR FRAUD. You are prohibited from engaging in and must immediately notify STX upon becoming aware that another individual is or may be engaging in, any form of collusion, cheating, fraud, criminal activity, or otherwise exploiting an unfair advantage involving any of the Services. Certain individuals are specifically prohibited from betting on events or sporting competitions in which the potential for collusion exists (“**Prohibited Bettors**”). Prohibited Bettors include but are not limited to:

- Individuals with access to non-public or exclusive information related to an event or sporting competition, or who can impact the outcome of an event or bet type, are prohibited from betting on any event overseen by the relevant sport or event governing body related thereto;
- Athletes, coaches, managers, owners, referees, and anyone with sufficient authority or access to influence the outcome of an event are prohibited from betting on events overseen by the relevant sport or event governing body related thereto;
- Owners (any person who is a direct or indirect legal or beneficial owner of 10% or greater) of a sport governing body or member team are prohibited from betting on any event overseen by the sport governing body or any event in which a member team of that sport or event governing body participates; and
- Individuals who are involved in compiling betting odds are prohibited from betting on the competition in which they are involved.

If requested by you, information about our policies and procedures to deter, prevent and detect unfair behavior, cheating, and collusion, including the suspension or disabling of accounts and any recovery of funds will be provided.

LICENSE TO USE THE SITE AND THE SERVICES. Provided you comply with these Terms and our Privacy Policy, we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site and use the Services, but retain all proprietary rights to the Services. All rights not specifically granted under these Terms are reserved by STX and, as applicable, STX's licensors. The Services are licensed for your personal use only. Your license confers no title or ownership in the Services and should not be construed as a sale of any rights in the Services. In order to grant you this license, you may need to submit certain personal information to us, which may include payment information. To learn how we collect, store, use and share your information, please read our Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. We reserve the right to refuse, restrict, or discontinue the Services or your (or any other person or entity) access to the Site (or any portions, components, or features of the Site) for any reason or for no reason whatsoever, at any time, without notice or liability.

OWNERSHIP OF THE SITE AND THE SERVICES. All right, title and interest, including without limitation any and all intellectual property rights, in, to and associated with the Site and the Services are owned by STX or, as applicable, STX's licensors, and may be protected by applicable copyright, trademark, patent, trade secret or other intellectual property and gaming laws and treaties. All rights not expressly granted under these Terms are reserved by STX.

YOUR OBLIGATIONS AND RESPONSIBILITIES. With respect to your access and/or use of the Site and the Services, you must always comply with these Terms, and at all times act in accordance with all applicable laws and regulations and in good faith. It is strictly prohibited to use or contact the Site and the Services to harass or disparage STX, its personnel or the Services. No unsolicited electronic messages (spam) may be directed to or through the Site or the Services. You may not use the Site or the Services in order to transmit, distribute, display, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that

will infringe, violate or misappropriate the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. If you default negligently or willfully in any of the obligations set forth in these Terms (including our Privacy Policy), you shall be liable for any and all of the losses and damages that such default may cause to STX, our affiliates, partners or licensors.

REGISTRATION. To use the Services, you must first open an account with STX, which will require that you provide certain personal information to us, such as your full name, alias/preferred name, country of residence, e-mail address, mailing address, telephone number(s), identification information, date of birth, descriptive occupation, billing information, credit card or bank account information.

You must notify STX if you are a politically exposed person in Canada (“domestic PEP”), a politically exposed person outside of Canada (“foreign PEP”), a head of an international organization (“HIO”, collectively (“PEP/HIO”), or a family member or close associate of a PEP or HIO (“Related Person”). You will be required to complete a player attestation to confirm if you are a PEP/HIO or Related Person. If at any time your status changes while using the Services, you are to inform STX.

A domestic PEP is an individual who currently holds or has held within the last five years, an office or position in or on behalf of the Canadian federal, provincial, territorial, or municipal government. A foreign PEP is an individual who currently or has held an office or position in or on behalf of a foreign state. Examples, while not exhaustive, include the following: Head of state or head of government; Member of the executive council of government or member of a legislature; Deputy minister or equivalent rank; Ambassador or attaché or counsellor of an ambassador; Military officer with a rank of general or above; President of a state-owned company or a state-owned bank; Head of a government agency; Judge of a supreme or constitutional court; or Lead or president of a political party represented in a legislature. A HIO would be an individual who holds or has held within the last five years either an international organization established by the governments of states, or an institution established by an international organization where they are or were the head of the organization. Family members include mother(s) or father(s), biological or adoptive child(ren), spouse or common-law partner, or mother or father of spouse or common-law partner and sibling. Close associate is an individual who is closely associated to a PEP/HIO personally or professionally.

If you attest to being a PEP, HIO, or Related Person, you will be required to provide additional information, such as source of funds and wealth, the office or position, organization/institution name, and the nature of the relationship. This information is collected on behalf of iGO and may be shared with other operators as part of enterprise level player monitoring.

In addition to the above, STX will need to verify your identity in order to complete the account registration. For identification verification purposes only, we or our third-party verification provider may verify your identity with your telecommunications provider, and/or a credit bureau and access your credit file. This will not affect your credit score. For compliance purposes, other

personal information may be collected from you which, when requested, is a mandatory condition to use the Services.

SECURITY. You are responsible for protecting the confidentiality and security of your account information, including email address, account name and password, and you acknowledge and agree that you should not share such information with anyone. You are prohibited from allowing others to access your account and are solely responsible for all activity that occurs in your account. Every person who identifies themselves by entering a correct username and password is assumed by us to be the rightful holder of the account and all transactions will be regarded as valid. We will not be liable for any loss you suffer whatsoever as a result of any unauthorized use of your login details or any use of your login details by anyone other than you. If you believe your account is being misused by a third party, please contact us so we may suspend your account to prevent further abuse.

If you have forgotten your password, you can click the “Forgot Password” link on the login page. You will be prompted to provide your email address. A link will be emailed which will direct you to a change password page. Once you have successfully changed your password, you can proceed to login.

PERSONAL USE OF THE SERVICES. You agree to keep your account information secret and confidential and to not allow anyone else to use or have access to it. You agree to only use the Services on your own behalf and not on behalf of anyone else, whether as an agent or otherwise. Any participation in the Services is at your sole choice, discretion, and risk. You are only allowed to wager for your own personal entertainment. Any commercial use is strictly forbidden.

MULTIPLE ACCOUNTS. You may open only one account. Should we identify that you have more than one account we reserve the right to, at our discretion, suspend or terminate all of your accounts, withhold or revoke winnings, or treat any such accounts as one joint account.

ROBOTS, ARTIFICIAL INTELLIGENCE AND OTHER SYSTEMS. Accessing, using, or copying any portion of the Site or the Services through the use of bots, spiders, web crawlers, indexing agents, or other automated devices or mechanisms is strictly prohibited. It is also strictly forbidden to use any automated software or computer system to play at STX, including the action of sending information from your computer or phone to another computer or phone where such software or system is active. Robots or any software designed to play automatically at online sports betting sites is not allowed. At any time while you are playing with STX, the Software may scan your phone for any activity of such software and systems. You are also forbidden from using any software during the game that is designed to track and display the actions of any other players in the application or any system or service to transfer funds to or from a player’s account to their account at any other site, or the deliberate “dumping” of funds between any accounts. Usage of such methods will result in the closing of your account, and you will be subject to confiscation of your winnings and funds. STX reserves the right to publicize information of any such documented abuse including your personal information to the extent required or permitted by law.

CHANGES IN FUNCTIONALITY. By accepting these Terms, you agree that STX is permitted to limit, deny, update, or cancel some or all of the functionality of the Services at any time. You agree to bear the risks of and hold STX harmless for any and all effects that a change in functionality may have on your ability to use the Services. STX may require, as a condition to your continued access to the Services, your acceptance of software updates, improvements, corrections, adaptations, conversions, or any other changes to the Services.

TRADEMARK. All STX brands are trademarks of STX and may not be copied, imitated, or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks, or trade dress of STX or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Other trademarks, product names and company names and logos displayed on the Site and in the Services are the property of their respective owners.

COPYRIGHT AGENT. STX has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with relevant copyright laws. If you believe a copyright is being infringed by a user of the Site or by STX, please provide written notice to STX's designated agent for notice of claims of copyright infringement by sending an email to contactus@stxapp.io.

Your written notice must:

- contain your physical or electronic signature;
- identify the allegedly infringing material in a sufficiently precise manner to allow us to locate the material;
- contain adequate information by which we can contact you (including mailing address, telephone number and e-mail address);
- contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; and
- contain a statement that the information in the written notice is accurate.

Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated agent.

YOUR AGREEMENT REGARDING STX'S INTELLECTUAL PROPERTY. The Services contain copyrighted materials, trade secrets and other proprietary material. You acknowledge that the source code remains a confidential trade secret of STX. You acknowledge and agree that you shall not reverse engineer, decompile, modify, publicly display, prepare derivative works based on, disassemble, or otherwise reproduce or provide others with the Services or any portion or component of the Services. You may not sell, assign, sublicense, rent, lease, lend, or directly or indirectly transfer the Services to any third party. Any assignment in violation of these Terms is void. You also agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained on the Site or in the Services.

DEPOSITS. In order to play and game as part of the Services, you are required to deposit funds into your account by the methods provided to you by STX. Minimum and maximum limits are displayed in the Deposits section. Funds will not bear any interest and will be held in a separate custodial bank account. Funds held in this account will not be used for other purposes other than payment of funds to players, other than funds that are deemed to be STX revenue which are transferred to a separate STX revenue bank account. All fees levied by payment processors are your responsibility. Using a credit card to fund your account may be treated as a cash advance by the bank that issues your credit card. All interest and/or fees associated with a cash advance are your responsibility.

You may only use the Services if you have sufficient funds to place a wager. STX will not extend or grant any credit or lend any money to you or refer you to any credit providers in order to use the Services. If your account has a negative fund balance, your account will be suspended and no transactions will be permitted until the negative funds balance is corrected. STX will not accept a wager that would result in a negative funds balance.

Funds cannot not be transferred between player accounts. All funds deposited into your account is for the purpose of you using the Services, and if we reasonably believe that you are depositing funds without any intention of using the Services, we reserve the right to suspend or close your account, and we may report you to relevant authorities.

ANTI-MONEY LAUNDERING. We strictly adhere to anti-money laundering rules and regulations, which require that we report certain transactions to authorities. We will report any suspicious behavior to the relevant law enforcement and regulatory authorities.

TYPES OF WAGERS. While STX may change its offerings from time to time, the main form of wagers available to you are Market Orders and Limit Orders. An Order to buy or sell a specified quantity of a wager at the best available price of existing Orders on the Order Book is referred to as a Market Order (“**Market Order**”). An Order to buy or sell a specified quantity of a wager at a specified price or at a price more advantageous to the bettor. A Buy Limit Order will not execute at any price higher than the specified limit price, and a Sell Limit Order will not execute at any price lower than the specified limit price (collectively “**Limit Orders**”).

DISBURSEMENTS. You will be able to monitor your account balance which is the amount of funds you have available, plus or minus any accumulated winnings or losses from playing any of the games offered through the Services, less any amounts previously cashed out by you, fees earned by STX or amounts forfeited or reclaimed by STX. All amounts cashed out are subject to the transaction limits and processing fees of STX and fees may change from time to time at STX’s sole discretion or by you in the case of user defined limits. A disbursement will only be remitted by STX, to the same account from which the funds paid into the player’s account originated. In the case where the funds cannot be remitted back to the original payment option, the player has to make a small deposit using another payment method, the relevant checks will be carried out and once verified the withdrawal will be processed. Players withdrawing cumulative amounts in excess of a certain amount will be subjected to identity verification.

CHANGES IN ODDS/PAYOUTS OR PRICING. Where allowed by the regulatory body, STX will allow you to auto-accept changes in odds/payouts or price of the wager. IF YOU AGREE TO USE OR CONTINUE USING THE STX PLATFORM, YOU ACKNOWLEDGE AND AGREE TO AUTO-ACCEPT CHANGES IN ODDS/PAYOUTS (“**Automatic Changes**”), SUBJECT TO LIMITED EXCEPTIONS, AS IT IS ESSENTIAL TO THE FUNCTIONALITY AND FAIRNESS OF OUR MARKETPLACE.

LIMITED EXCEPTIONS AND FAILURE TO OPT-OUT. You may choose to opt out from acceptance or Automatic Changes, so long as you opt out before an Order is executed. Moreover, should you choose to opt out, you will no longer be eligible to execute any Market Order or Limit Order trades until such time as you opt in.

SECURITY CHECKS, REVIEWS AND RELEASES. STX reserves the right to verify your identity and the fidelity of the information you have supplied by making various security and ID checks. If you fail or refuse on request to comply and sign a security request from STX, STX reserves the right to void your account.

ABANDONMENT OF ACCOUNT BALANCE. In the event that the account holder does not log in within a 24-month period, the account will be considered dormant. STX reserves the right to close the account and reasonable efforts will be made to inform the player of the balance using the last known details of the player. If for whatever reason STX is unable to successfully contact the player, then the balance of the account may be forfeited.

SELF-EXCLUSION. STX reserves the right to monitor your account activities and notify you if STX believes you may have gambling problems. However, STX makes no warranties about its ability to identify and help you with gambling problems. You may request to be excluded from entering or using the Services for various reasons and may do so at any time by using our player protection features. If you believe you have a gambling problem, or just wish to take an enforced break from gaming, STX gives you the power to temporarily, or permanently, exclude yourself from playing on the Site. If you choose to exclude yourself permanently your request will be honoured, your account closed, and you will not be permitted to return to STX any time in future. If you choose to request a temporary exclusion, use our player protection features.

If you or someone you know has a gambling problem, please call Connex Ontario at 519-439-0174 or visit their website at <https://www.connexontario.ca>.

LIMITING YOUR PERSONAL EXPENDITURE. STX provides tools to help you control your gaming. You can establish limits on the amount you deposit over a given period, such as daily, weekly or monthly. Requests to tighten your limits will take effect immediately, whereas requests to loosen those limits will be addressed after a 24-hour period. You can set these limits when you first create your account, or you can change them anytime thereafter by visiting the STX app.

SUSPENSIONS AND TERMINATION OF ACCOUNT. STX reserves the right in its discretion and in relation to your account and any related payment service provider account, any accounts

you may have with other sites and/or casinos and/or Services owned or operated by or on behalf of STX to terminate these Terms, withhold your account balance, suspend your account and recover from such account the amount of any affected payout, bonuses and winnings if: you breach any of the terms of these Terms; or provide any false or misleading information to STX; or partake in fraudulent, inappropriate or offensive behavior against STX or you have 'charged back' or denied any of the purchases or deposits that you made to your account; or are involved in an activity which may be deemed contrary to accepted standards of fair dealing, in breach of laws and/or contrary to the interests of STX or injurious to STX's reputation. The actions which may be taken by STX in the event that you engage in such conduct can include, but are not limited to warnings, temporary suspension of the Services, and temporary suspension of your account. The termination of your account will only be considered in the case of the most serious violations or, as a result of multiple violations and, where possible, only after repeated communication or attempts to communicate with you. In the event of the termination of your account, you agree:

- your right to use the Services, your user account and password are immediately revoked;
- you must destroy/delete all of your copies of the Services;
- your right to any present or future entitlements you might otherwise have or have had arising from STX or your use of the Services, as of the date of termination is revoked; and
- All other rights under these Terms are terminated.

STX will endeavor to notify you of any minor breach of these Terms of which STX becomes aware and will afford you a reasonable time in which to rectify that breach and show cause for why your account should not be terminated. You will be notified of STX's decision and the reasons for its decision.

DISCLOSURE TO THIRD PARTIES. You agree to keep your account and related information secret and confidential and to not allow anyone else to use it. If you intentionally or unintentionally, directly or indirectly, disclose your login and/or password to another person, and such disclosure results in a third party participating in the STX Service using your login and password, such participation will be invalid, and STX shall not be liable or responsible for any losses, harm or damage you or any third party may suffer as a result of such third party use, and you acknowledge and agree that STX will not refund to you any resulting losses, regardless of whether or not the third party had your consent or not. STX shall not be required to maintain login or password details if you misplace, forget or lose this data or are otherwise unable to enter STX because of anything other than STX's error. If you misplace, forget, or lose your account name, username or password as a result of anything other than STX software error, STX shall not be liable whatsoever for any resulting losses, damages or harm you or any third party may suffer.

ABUSIVE OR OFFENSIVE LANGUAGE. Abusive or offensive language will not be tolerated on the Site or in the Services or with STX's staff. Any violation of this policy may result in a

suspension of playing privileges or such other action as may be required by STX to ensure compliance.

DISCLOSURE OF FRAUDULENT ACTIVITIES. STX has a zero-tolerance policy towards inappropriate play and fraudulent activity. If, at STX's sole determination, you are found to have cheated or attempted to defraud STX in any way including but not limited to game manipulation, funds dumping, transfers or payment fraud, or if you make untrue and/or malicious comments with regard to STX's operation in any media or forum, STX reserves the right to publicize your actions as well as to circulate this information to other online gaming sites, banks, credit card companies, and appropriate agencies, at all times in accordance with applicable laws and regulations. Further, STX may close any accounts, and forfeit account balance, that you have at STX or at any other STX related website and/or business. STX reserves the right to void and withhold any or all winnings made by any person or group of persons where we have reasonable grounds to believe that the said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage STX.

SECURITY REVIEW. In order to maintain the level of security and integrity in the system, STX reserves the right to conduct a security review at any time in order to verify identity, age, the registration data provided by you, in order to verify your use of the Services, including but not limited to your compliance with these Terms and the policies of STX and your financial transactions carried out via the Services for potential breach of these Terms and of applicable law. As such you authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate the information you provide to us or should provide to us in accordance with these Terms, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases, including with your telecommunications provider. In addition, to facilitate the security reviews, you agree to provide such information or documentation as needed to STX at its discretion.

COMPLAINTS AND NOTICES. In the event of you having any complaints, claims or disputes (collectively "Complaint") with regard to any outcome regarding the Services or any activity provided by STX, you must submit your Complaint to STX in writing as soon as is reasonably practicable following the date of the original transaction to which the Complaint refers. Complaints may be submitted by email to contactus@stxapp.io and we will work to resolve the Complaint within 90 days of receiving said notice. Any notice we give to you will be sent to the email address that you provide when you register your account. It is your responsibility to give us notice of any changes to this address. If, after exhausting all reasonable means of doing so, you are unable to resolve your complaint directly with STX, you may contact iGO's Customer Care and Dispute Resolution department by visiting: <https://igamingontario.ca/en/player/player-support>.

Complaints by players about unfair treatment, cheating, and collusion will be investigated. Report any suspicious betting and/or activity to contactus@stxapp.io.

DECEASED PERSONS. A certified copy of a death certificate must be sent to contactus@stxapp.io. As soon as reasonably possible, STX will close all open orders. Open

positions will remain until expiration. Upon confirmation of beneficiary, payment of any available funds will be remitted.

GOVERNING LAW AND CHOICE OF FORUM: These Terms shall be governed by and construed in accordance with the laws of Ontario. Subject to the Dispute Resolution clause below, you irrevocably agree to submit to the exclusive jurisdiction of the Ontario Superior Court of Justice for settlement of any disputes or matters arising out of or related to these Terms.

DISPUTE RESOLUTION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES, YOU AND STX ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND STX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

Except for disputes which are subject to the iGaming Ontario Customer Care and Player Dispute Resolution Policy, you and STX agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms, your use of the Site, or your and STX's dealings with one another shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be governed by the Canadian Arbitration Rules of ICDR Canada. For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and STX must abide by the following rules: (a) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the Canadian Arbitration Rules. The place of arbitration shall be Toronto, Ontario. There shall be a sole arbitrator. The arbitrator's ruling is binding and not subject to appeal on any grounds. The ruling may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. The prevailing party will be entitled to reasonable legal fees and expenses. The arbitrator may not award any incidental, indirect, special, or consequential damages including, but not limited to, damages for lost profits.

You agree that this agreement excludes the application of the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Additionally, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to these Agreements and the use of the Services must be commenced within one (1) year after such claim or cause arose or you waive such claim or cause of action, including the ability to arbitrate the matter.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor STX will be able to have a court or jury trial or participate in a class action or class arbitration. You and STX each understand and agree that by agreeing to resolve any dispute through individual arbitration, **YOU AND STX ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR USE OF THE SITE, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and we agree that all challenges to the validity and applicability of the arbitration provision—i.e. whether a particular claim or dispute is subject to arbitration—shall be determined by the arbitrator. Notwithstanding any provision in these terms to the contrary, if the class-action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration. If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the courts of competent jurisdiction of Ontario, and you agree to submit to the personal jurisdiction of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms. This arbitration agreement will survive termination of your use of the Site and your relationship with STX. Information on ICDR Canada and how to start arbitration can be found at www.icdr.org/icdrcanada or by calling 844-859-0845.

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