

PLAYTECH END-USER LICENSE AGREEMENT

IMPORTANT

THIS WEBSITE IS OPERATING THE GAMING SOFTWARE PLATFORM OF PLAYTECH SOFTWARE LIMITED AND ITS GROUP COMPANIES (THE "VENDOR") UNDER A LICENSE FROM THE VENDOR. A CONDITION TO YOUR DOWNLOADING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW) IS THAT YOU ENTER INTO THE FOLLOWING LEGALLY BINDING SUB-LICENSE AGREEMENT WITH US, WHICH GOVERNS YOUR USE OF THE SOFTWARE.

PLEASE READ THIS AGREEMENT CAREFULLY TO MAKE SURE YOU FULLY UNDERSTAND ITS CONTENT. IF YOU HAVE ANY DOUBTS ABOUT YOUR RIGHTS AND OBLIGATIONS RESULTING FROM THE ACCEPTANCE OF THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY OR OTHER LEGAL ADVISOR IN YOUR JURISDICTION.

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BY ACCEPTING THE WEBSITE TERMS AND CONDITIONS (INCLUDING BY TICKING THE "I AGREE" BOX ("ACCEPTANCE")), YOU AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO CONFIRM THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS WHICH ARE INCORPORATED IN AND FORM PART OF THE WEBSITE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS END USER LICENSE AGREEMENT, DO NOT ACCEPT THE TERMS AND CONDITIONS AND DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.

1. Definitions

The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

- 1.1. "**Assistance Programs**" means any artificial intelligence including, without limitation, 'robots' and/or any other computer generated program used to interact with the Software in aid or in place of a player.
- 1.2. "**IP Rights**" means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.3. "**Online Games**" means Our internet gaming system on the Website and related services and gaming activities (including, but not limited to, online casino, online bingo, online poker and any other games) offered on the Website.
- 1.4. "**Player Account**" means a personal account opened by an individual and maintained with Us to enable that person to play the Online Games;
- 1.5. "**Poker Room**" means the poker room and/or any other poker gaming activities offered by Us on our Website and/or on Our downloadable poker client;
- 1.6. "**Software**" means the software required to be downloaded, accessed or otherwise utilized by You from the Website for the purpose of participating in the Online Games, including the related documentation and including any enhancements, modifications, additions, translations or updates to such software.
- 1.7. "**Us**", "**We**", "**Our**" and similar terms mean either Onisac Ltd if you are a customer of www.club777.com, or www.lesacasino.com , or www.slotsheaven.com or www.casino.com; or Mansion Online Casino Ltd if you are a customer of www.mansionpoker.com or www.mansioncasino.com.
- 1.8. "**Website**" means the actual website through which you have accessed the Software (some of which are referred to in Section 1.7 above), and any related sites on which the Online Games are accessible via links or any other access way.
- 1.9. "**You**", "**Your**" and similar terms mean the user of the Software downloaded from the Website.

2. Subject Matter of Agreement

The rules of the Online Games are placed in the rules section as well as other sections of the Software and the Website, including but not limited to, rules describing how to play the Online Games, tournaments, and any other rules governing particular game, event and tournament. All such rules are incorporated and included under the terms and conditions set out herein.

3. License to Use the Software; Restrictions

- 3.1. We hereby grant to You a limited, personal, non-transferable, non-exclusive, worldwide (except as noted below) license to download, access and otherwise utilize the Software on Your device, in order to play the Online Games, in accordance with this agreement.
- 3.2. This license applies only to the object code of the Software (i.e., the compiled, assembled, or machine executable version of the Software) and does not grant you any rights whatsoever with respect to the source code of the Software.

3.3. Notwithstanding anything to the contrary herein, persons located in the Prohibited Jurisdictions are not permitted to use the Software in any way or manner in connection with any real-money play. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in a Prohibited Jurisdiction. This license does not apply to, and does not allow You the use of the Software in or from any Prohibited Jurisdictions, and the fact that the Website is accessible in a Prohibited Jurisdiction, or that the Software allows the use of the official language of a Prohibited Jurisdiction, shall not be construed as a license to use the Software in such Prohibited Jurisdiction. Any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding your location, citizenship, or place of residence, or by making bets or wagers using the Software through a third party or on behalf of a third party located in a Prohibited Jurisdiction, is a breach of this agreement and may constitute a criminal offense under applicable laws. If it becomes apparent, or We have reasonable grounds to suspect, that You are located in any of the Prohibited Jurisdictions, this may result in closing Your Player Account, without an obligation to provide You with advance notice, freezing the funds therein and providing the applicable details to the Vendor and/or relevant authorities, all in accordance with applicable laws and agreements, and You shall be liable to Us for any damage or loss resulting therefrom. IT IS YOUR DUTY TO CONSULT AND CHECK REGULARLY OUR WEBSITE REGARDING THE LIST OF THE PROHIBITED JURISDICTIONS.

3.4. We reserve any and all rights not expressly granted in Section 3.1 above. In addition, You are not permitted to, and You agree not to permit or assist others to:

- 3.4.1. use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it;
- 3.4.2. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it;
- 3.4.3. transfer, loan, lease, assign, rent, or otherwise sublicense the Software;
- 3.4.4. remove any copyright, proprietary or similar notices from the Software (or any copies of it);
- 3.4.5. operate the Software or any part of it for the benefit of or on behalf of any third party, including by way of 'bulletin board', online service or remote dial-in, application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services;
- 3.4.6. copy or translate any user documentation provided online or in electronic format;
- 3.4.7. enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Poker Room or the Website or attempt to make any changes to the Software and/or any features or components thereof; or
- 3.4.8. use any Assistance Programs in connection with the Software and/or the Online Games. You are prohibited from any interaction within the Online Games that is not the direct result of You personally utilizing the Software for the purpose for which it was intended.

3.5. You acknowledge and agree that We may take steps to detect and prevent the use of Assistance Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the Software on Your device. You agree that you 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. Any attempt to restrict Us in this matter will entitle Us to immediately suspend the availability of the Software to You and You shall immediately forfeit any winnings.

3.6. You acknowledge and agree that all IP Rights, title and interest in and to the Software, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Software, belong exclusively to the Vendor, even if developed based on ideas, suggestions or proposals by You or any other third party. By accepting this agreement, You irrevocably assign to the Vendor all right, title, and interest You may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how, and You agree to sign and deliver to the Vendor such documents as the Vendor considers desirable to evidence or effect the assignment of all of the aforesaid rights to the Vendor. You agree not to, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Software belong to any third party other than the Vendor, or that they infringe the IP Rights of others.

4. Your Duty to Examine Legality of Use

You confirm that You are older than 18 years, and in any event of legal age as determined by the laws of the country where you are located. You also confirm that You are aware of the legal issues relating to the operation of online gambling sites, and that You understand that We and the Vendor are not warranting in any way or manner that the use of the Software for the purposes of gambling, as such term is commonly understood in the industry, is legal in any jurisdiction.

Given the changes in the legal status of online gambling in various jurisdictions, You undertake to examine the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You and to do the same only in compliance with all applicable laws and orders of any competent authority.

5. Disclaimer Of Warranties

THE SOFTWARE IS MADE AVAILABLE TO YOU HEREUNDER ON AN 'AS IS' BASIS, WITHOUT ANY UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

WE AND THE VENDOR, AND ALL OF THEIR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND, WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, WE AND THE VENDOR DO NOT WARRANT, AMONG OTHER THINGS, THAT (A) THE SOFTWARE WILL BE NON-INFRINGEMENT, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS VIRUS-FREE; (C) THE SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR (D) USE BY YOU OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURRING IN CONNECTION WITH THE SOFTWARE, NEITHER WE NOR THE VENDOR NOR THEIR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.

NEITHER WE NOR OUR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR PAYMENTS MADE TO YOU AS A RESULT OF A DEFECT OR ERROR IN THE SOFTWARE, OR IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY THE VENDOR OR ANY THIRD PARTY FOR THE RETURN OF SUCH PAYMENTS OR OTHERWISE IN CONNECTION WITH SUCH PAYMENTS.

You hereby acknowledge that it is not in Our control how the Software is used by You. You load and use the Software at Your own risk and in no event shall We be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Our negligence).

6. Confidentiality

The Software includes non-public and confidential information, which is secret and valuable to Us or the Vendor. You agree, as long as You use the Software and thereafter, to (a) keep all such confidential information strictly confidential; (b) not to disclose such confidential information to a third party, and not to use such confidential information for any purpose other than participating in the Online Games. You further agree to take all reasonable steps at all times to protect and keep confidential such confidential information.

7. Your Warranties and Representations

You warrant and represent to Us that:

- 7.1. You are not a resident of any of the Prohibited Jurisdictions; and
- 7.2. You have examined the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You, and have found the same to be legal in such jurisdictions under all applicable laws and orders of any competent authority.

8. Changes to this Agreement

- 8.1. We may make changes to this Agreement at any time, at our sole discretion. Such changes will take effect from the date specified by us on the Website, whether or not We have notified You specifically of such changes. It is important, therefore, that You log in to the Website from time to time to check to see whether there is a notification of change.
- 8.2. You agree to be solely responsible for becoming informed of such changes. If You continue to use the Software or the Online Games after the effective date of certain changes (regardless of the way We have notified such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Software or the Online Games any further.

9. Term and Termination

- 9.1. This agreement is effective, and binding upon You, from the moment of Your Acceptance, and shall remain in force unless terminated in accordance with the provisions hereof.
- 9.2. You may terminate this agreement with immediate effect at any time, subject to the terms of Section 9.4. Termination by You shall be effected by sending Us written notice of the termination of Your participation on the Website and the Online Games and closure of Your account with Us.
- 9.3. We may terminate this agreement with immediate effect at any time, by written notice to You.
- 9.4. Upon any termination of this agreement, whether by Us or by You, You agree and acknowledge that (i) Your rights to use the Software shall immediately terminate, and (ii) You will cease any and all use of the Software, and (iii) You will remove the Software from your computer, hard drives, networks and other storage material.

10. No Claims Against Vendor; Limitation of Liability

- 10.1. You understand and agree that We will be solely responsible to You under this agreement, and while Your commitments under this agreement are also for the benefit of the Vendor, its affiliates and related parties (and can therefore be enforced by them too), Vendor, its affiliates and related parties are not parties to this agreement and will not be liable for any damages of any kind whatsoever caused to You or any third party, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.
- 10.2. You are free to choose whether to download and use the Software. If You do so, You acknowledge that You do it with the full understanding of this agreement, including the provisions of this Section 10, and at Your own risk. IN NO EVENT SHALL WE (AND FOR THE AVOIDANCE OF DOUBT, ALSO VENDOR) OR ANY OF THEIR AFFILIATES AND RELATED PARTIES, IN AGGREGATE:

- 10.2.1. BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; OR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA; or
- 10.2.2. BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWSOEVER ARISING UNDER CONTRACT OR ANY THEORY OF LAW, FOR DAMAGES EXCEEDING THE LOWER OF (A) THE AMOUNT DEPOSITED BY YOU WITH US AND USED BY YOU FOR GAMING PURPOSES, OR (B) €1,000 (ONE THOUSAND EUROS).

11. Shared Poker Room Network

- 11.1. We may participate in a shared poker room network which enables You to play poker together with other players from other poker room websites all joining the same game or the table or the tournament through a shared poker room platform managed by a third party provider of poker network services.
- 11.2. You therefore agree that once You join a shared poker room You will accept and comply with the rules and the terms and conditions that apply on the shared poker room including any of its games, tables, tournaments.
- 11.3. You acknowledge and agree that We and/or the operator of the shared poker network, at our both sole discretion, reserve the right to terminate Your game or block Your account as well as deny You from accessing the shared poker network, either from the Website or from any other websites thereafter, in the event that You violate any of the game rules or any of the terms and conditions set out hereunder.
- 11.4. You further acknowledge and accept that We and/or the operator of the shared poker network, reserve the right, both at our sole discretion, to collect, process and record both in our databases any information in connection with your game patterns, personal data, depositing of funds and any other related information and inquiries that will help prevent any fraud, collusion or alike improper behavior.

12. Security

12.1. Collusion Prevention

- 12.1.1. Collusion means a situation where two or more players attempt to earn an unfair advantage by sharing knowledge of their cards or other information at a poker table. Any player who attempts to or colludes with any other player while using the Poker Room will be prohibited from ever using the Poker Room or the Website or the Software or any of our other related services and their player account will be terminated effective immediately. We will do our best to investigate complaints received against players suspected of collusion. If We will suspect of a collusive behavior during a game, We may, in Our sole discretion, terminate the suspected players' access to the Poker Room and/or block their accounts. We will not be liable under any circumstances whatsoever for any loss You or any other player may accrue as a result of the collusive or otherwise unlawful activity and We will not be further obliged to take any other actions in any event of suspected of collusion, fraudulent or fraud.
- 12.1.2. We will only use Your personal information in accordance with our privacy policy, which is set out in full in our Privacy Policy. We reserve the right to amend the Privacy Policy at any time. However, We reserve the right to ask You to provide Us with additional details and any such additional information will be kept confidential. We further reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. Subject to the provisions of the Privacy Policy, this right to disclose personal information to bodies or authorities whose purpose is to

investigate money laundering, fraud and other criminal activity will be to the extent required by law.

13. Your Responsibilities

You shall not transfer in any way whatsoever Your rights under this agreement without our prior written consent.

14. Your Warranties and Representations

You warrant and represent that:

14.1. You are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game You play or will play on the Poker Room.

14.2. You are over the age of eighteen.

15. Reservation of Rights

15.1. We reserve, at Our sole discretion, the right to:

15.2. change, suspend, remove, modify or add any game or tournament on the Online Games.

15.3. We may at any time disclose certain personal information of Yours to third parties in accordance with Our Privacy Policy.

15.4. We may at any time without prior notice to You terminate Your use of the Online Games and block Your Player Account if We considers that You are in breach of any of the terms and provisions of this agreement or that You are otherwise acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse You for any of the funds in Your Player Account.

16. General Provisions

16.1. **Governing Law.** The construction, validity and performance of this agreement will be governed by the laws of England.

16.2. **Competent Courts.** Any legal proceedings arising out of or relating to this agreement will be subject to the jurisdiction of the courts of London, England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

16.3. **Severability.** The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

16.4. **Language.** The English language version of this agreement will prevail over any other language version issued by us.

16.5. **No assignment by You.** You are not allowed to assign this agreement or any rights or obligation hereunder to any other party.

16.6. **Priority.** This agreement shall prevail in the event of any conflict between the terms and conditions herein and any other agreement or document referred to herein or used in connection with the Software.

16.7. **Notices.** You agree to receive communications from Us in an electronic form. Electronic communications may be posted on the pages within the Website or the messages/help files of Your client application, or delivered to Your e-mail address. All communications in either electronic or paper format will be considered to be in 'writing' and to have been received no later than five business days after posting or dissemination, whether or not You have received or retrieved such communication. We reserve the right, but assume no obligation, to provide communications in paper

format. Any notices required to be given in writing to Us or any questions concerning this agreement should be addressed to the contact point mentioned in the Privacy Policy.