

Celebrity Slots, LLC
Terms of Use
Last Updated and Effective as of: April 25, 2019

The website located at <https://celebrityslots.com> (the “Site”) is a copyrighted work belonging to Celebrity Slots, LLC (“Celebrity Slots”, “Company”, “us”, “our”, and “we”). The Site, certain features of the Site, and various mobile applications and services operated by us, including without limitation the Celebrity Slots mobile application and those services or applications described on the Site (collectively, the “Service” or “Services”), may be subject to additional guidelines, terms, or rules, which will be posted in or on the Services in connection with such features.

Access and use of the Services is subject to the following terms and conditions (the “Terms of Use”) and all applicable laws. By accessing or using any part of the Services, you accept, without limitation or qualification, these Terms of Use. If you do not agree with our Terms of Use set forth below, you are not authorized to use and may not use any portion of the Services. Use of the Services is also governed by our Privacy Policy <https://celebrityslots.com/privacy-policy/>, which is incorporated herein by reference.

PLEASE NOTE: COMPANY IS NOT AFFILIATED WITH, ENDORSED BY, OR IN ANY WAY ASSOCIATED WITH APPLE INC., GOOGLE, INC., FACEBOOK, INC., OR AMAZON, INC. ANY AND ALL APPLE INC., GOOGLE, INC., FACEBOOK, INC., OR AMAZON, INC., PRODUCTS, NAMES, OR REGISTERED TRADEMARKS BELONG ENTIRELY TO EACH OF APPLE INC., GOOGLE, INC., FACEBOOK, INC., OR AMAZON, INC., RESPECTIVELY.

THE SECTION ENTITLED “GOVERNING LAW; DISPUTE RESOLUTION; ARBITRATION” OF THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION AGREEMENT REQUIRING YOU TO PURSUE DISPUTES THROUGH INDIVIDUAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO PURSUE ANY CLASS, GROUP, OR REPRESENTATIVE CLAIM. PLEASE READ THEM CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.

Authorized Use of Services: The Services are provided for your personal and non-commercial use for entertainment and informational purposes only, and for no other purpose whatsoever. Any other use of the Service requires the prior written consent of Company. These Terms of Use do not grant you or any other party any right, title or interest in the Service or any content in the Service. If you violate or you do not agree to these Terms of Use, your license to use the Service shall immediately terminate, and you shall immediately refrain from using the Service. If the Service or any part thereof is determined to be illegal under the laws in which you are situated, you shall not be granted any license to use the Service and must refrain from using the Service.

By accessing or using the Services, you represent and warrant that: (i) you are at least eighteen (18) years of age (or the age of majority in your jurisdiction, whichever is greater); (ii) you are a resident of the United States, and you are not a resident of the State of Washington or located in a jurisdiction where the use of the Services would be contrary to law or regulation, or which would subject company to any registration requirement within such jurisdiction; (iii) your use of the Service is lawful where you use the Services and will not violate any applicable law, rule, or regulation, and you will only use the Services in a lawful manner; (iv) you have the right to use any payment method that you provide to use.

The Services are not gambling and no money is required to play our games. We may, from time to time, offer promotions according to these Terms of Use and pursuant to any applicable promotion terms and conditions or rules, however, we do not otherwise provide any prizes, compensation, or any remuneration of any monetary or cash value.

Without limiting the foregoing provisions in this Authorized Use of Service section, you agree that your access to the Services is permitted on a temporary basis, and Celebrity Slots reserves the right, at its sole discretion, to withdraw or change Celebrity Slots without notice. Celebrity Slots will not be liable if Celebrity Slots is unavailable at any time or for any reason.

A. From time to time, Celebrity Slots may restrict access to some parts or all of Celebrity Slots to Users.

B. If Celebrity Slots suspects any fraudulent behavior, Celebrity Slots reserves the right to suspend or terminate any or all of your accounts and suspend or terminate any or all of your accounts ability to win some or all of the prizes, and withhold or revoke the awarding of any prizes.

C. You may establish only one Celebrity Slots account per person. In the event Celebrity Slots discovers that you have opened more than one account per person, in addition to any other rights that Celebrity Slots may have, Celebrity Slots reserves the right to suspend or terminate any or all of your accounts and suspend or terminate any or all of your accounts ability to win some or all of the prizes, and withhold or revoke the awarding of any prizes.

D. You may not use multiple devices to access Celebrity Slots simultaneously. In the event Celebrity Slots discovers that you are accessing Celebrity Slots on multiple devices simultaneously, in addition to any other rights that Celebrity Slots may have, Celebrity Slots reserves the right to suspend or terminate any or all of your accounts and suspend or terminate any or all of your accounts ability to win some or all of the prizes, and withhold or revoke the awarding of any prizes.

E. When using Celebrity Slots, you must comply with the provisions of acceptable conduct as set out in these Terms of Use.

F. Use of Celebrity Slots may not be legal to use in certain countries. The fact that Celebrity Slots is accessible in a country, or appears in the official language of any such country shall not be construed as a representation or warranty with respect to the legality of you to use Celebrity Slots in that country.

Unauthorized Use of Services: You may not (i) modify, adapt, create derivative works from or translate any part of the Services, (ii) reverse engineer, decompile or disassemble the Services or otherwise attempt to obtain its source code, underlying ideas, algorithms, file formats, or programming interfaces of the Services, (iii) use spiders, robots, data mining techniques, or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Services, (iv) take any action to interfere with or disrupt the Services or any other user's use of the Services, including, without limitation, via means of overloading, "flooding", "mailbombing", or "crashing" the Services, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms of Use, (v) interfere or attempt to interfere with the proper working of the Services any activities conducted on the Services, (vi) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services), (vii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (viii) frame portions of the Services within another Services; tamper with the Service (including the tablet on which the Services are provided); and you may not resell use of, or access to, the Services to any third party without our prior written consent.

Without limiting the foregoing provisions in this Unauthorized Use of Service section, you agree that by accessing Celebrity Slots or any Services provided through Celebrity Slots, you agree to abide by the following standards of conduct. You may only use Celebrity Slots for lawful purposes. You agree that you will not, and will not authorize or facilitate any attempt by another person to use Celebrity Slots or the

Services: (A) to transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by CELEBRITY SLOTS; (B) to send, knowingly receive, upload, download use or reuse material that does not comply with CELEBRITY SLOTS's content standards as set out in these Terms of Use or use a name or language that CELEBRITY SLOTS, in its sole discretion, deems offensive; (C) to transmit or procure the sending of any unsolicited or unauthorized advertising or promotional material or any other forms of similar solicitation (spam) or unlawfully promote offers or services; (D) to promote, solicit, or participate in any multi-level marketing or pyramid schemes; (E) to exploit or harm or attempt to harm children less than 13 years of age in any way; (F) to engage in disruptive activity such as sending multiple messages in an effort to monopolize Interactive Services; (G) to introduce any data, send or upload any material that contains viruses, worms, Trojan horses, time-bombs, keystroke loggers, spyware, adware or other harmful programs or similar code designed to adversely affect the operation of any computer software or hardware. To obtain unauthorized access to any computer system through Celebrity Slots; (H) to invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without his or her consent (or a parent's consent in the case of a child under 13 years of age); (I) to solicit personal information from children under 13 years of age; (J) in any way that breaches any applicable local, or international law or regulation; (K) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (L) to encourage conduct that would constitute a criminal or civil offense; (M) to reproduce, duplicate, copy or resell any part of Celebrity Slots in contravention of these Terms of Use; (N) to misuse Celebrity Slots by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You also agree to not attempt to gain unauthorized access to Celebrity Slots, the server on which Celebrity Slots is stored or any server, computer or database connected to Celebrity Slots. You further agree to not attack Celebrity Slots via a denial-of-service attack or a distributed denial-of service attack.

You also agree not to access without authority, interfere with, damage or disrupt: (1) any part of Celebrity Slots; (2) any equipment or network on which Celebrity Slots is stored; (3) any software used in the provision of Celebrity Slots; or (4) any equipment or network or software owned or used by any third party.

Account: Your account is the account that is associated with your account on Apple GameCenter, Google's GooglePlay, and Facebook (each an "Account"). You agree that the information provided in connection with the Account is accurate and complete and will be kept up-to-date. You are solely responsible for keeping your Account secure, and for actions that happen on or through your Account, whether or not such actions were taken by you. You may not use another person's user account or registration information without permission. You must notify us immediately of any breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for or related to your Account.

ACCOUNTS MAY NOT BE SOLD OR PURCHASED. YOU WARRANT THAT YOU WILL NOT ENGAGE IN ANY SUCH SALE AND DID NOT OBTAIN YOUR ACCOUNT BY PURCHASING AN ACCOUNT.

Termination: We reserve the right, at any time for any reason, temporarily or permanently, with or without notice, in whole or in part, to: stop offering and/or supporting the Service or any particular game or part of the Service; terminate or suspend your Account or license to use the Service or any part of it; modify or discontinue the Services; modify or remove any of the information contained in the Services; limit the Services' availability to any person, geographic area, or jurisdiction we choose; modify and/or waive any fees charged in connection with the Services; and/or offer opportunities to some and all users of the Services. You understand and agree that cancellation of your Account and/or ceasing use of any and all Services are your sole right and remedy with respect to any dispute with us. This includes, but is not limited to, any dispute arising out of or directly or indirectly related to: (a) any provision contained in or our

enforcement or application of these Terms of Use or any other agreement between us, (b) the content available on or through the Services, or any change in or to such content, (c) your ability to access and/or use the Services, or (d) the amount or type of any fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods, in each case imposed or implemented by us on or through the Services.

We reserve the right to collect fees, surcharges or costs incurred before you cancel your Account. In the event that your Account is terminated or cancelled, no refund will be granted or credited to you or converted to cash or other form of reimbursement, and you will have no further access to your Account or anything associated with it (such as points, tokens or in-game items). All virtual items are unconditionally forfeited if your Account is terminated or suspended for any reason, in our sole discretion, or if we discontinue any feature that includes virtual items. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services, in whole or in part.

In App Purchases: From time to time, we may offer products and services for purchase (“in app purchases”) through iTunes, the Apple Store, Google Play, or other application platforms authorized by us (each, an “App Store”) through the Services. If you choose to make a purchase through such application platforms, you will be prompted to enter details for your account with your selected App Store (your “App Store Account”), and your App Store Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your App Store Account. Some App Stores may charge you sales tax, depending on where you live. By make a purchase in the Services, you authorize your credit or debit card issuer to immediately charge or debit your account, as applicable, for the purchase amount. Purchases are processed through Apple’s AppStore or Google’s GooglePlay.

Virtual Items: You are never required to make any purchase of any kind to use the Service. You may, however, be presented with opportunities to license a variety of virtual items such as virtual currency or other virtual goods (“virtual items”) that can be used on a one-time basis while using the Services, and you may elect to purchase such virtual items by paying a fee using “real world” money.

You have no property interest in any virtual items. Any purchase of virtual items, and virtual items accumulated through use of the Services are purchases of a limited, non-transferable, revocable license to use those virtual items within the Services. Virtual items may not be transferred or resold for commercial gain in any manner, including, without limitation, by means of any direct sale or auction service. Virtual items may not be purchased or sold from any individual or other company via cash, barter or any other transaction. Virtual items have no monetary value, and cannot be used to purchase or use products or services other than within the Services. Virtual items cannot be refunded or exchanged for cash or any other tangible value. Your order for virtual items will represent an offer to us to obtain a limited license for the relevant virtual items which will be accepted by us when we make the virtual items available in your Account or charge your payment account.

We may manage, regulate, control, modify or eliminate your virtual items in our sole discretion, and we will have no liability to you or anyone for exercising those rights. In addition, all virtual items are unconditionally forfeited if your Account is terminated or suspended for any reason, in our sole discretion, or if we discontinue the Services or any portion or feature of the Services.

We have no responsibility or liability for hacking or loss of your virtual items. We have no obligation to, and will not, reimburse you for any virtual items lost. We reserve the right, without prior notification, to limit the order quantity on any virtual items and/or to refuse to provide you with any virtual items. Price and availability of virtual items are subject to change without notice.

Proprietary Rights: Company is the owner of or otherwise licensed to use all parts of the Services, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Services belong to third parties who have authorized Company to display the materials, such as certain third party licensors. By using the Service, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. Except as expressly set forth in these Terms of Use, no license is granted to you and no rights are conveyed by virtue of accessing or using the Services. All rights not granted under these Terms of Use are reserved by Company.

No Ideas Accepted: We do not accept any unsolicited ideas to the Services from outside Company including without limitation suggestions about advertising or promotions, or merchandising of any products, additions to our services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of such ideas. If, notwithstanding this policy, you submit an unsolicited idea to the Services, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and or to the extent necessary for Company to utilize your submission, you hereby grant Company an irrevocable, perpetual, world-wide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed, without compensation to you.

Content or Materials Posted by You. Certain features on the Services may allow you to post or submit text comments, photos, videos, or other Content (“Content”). Unless otherwise specified, you may only post and submit Content to the Services if you are a resident of the United States and are eighteen (18) years of age or older. You may only post Content that you created or which the owner of the Content has given you permission to post. If Content depicts any person other than yourself, you must have permission from that person or, if that person is a minor, permission from that person’s parent or legal guardian, before you post the Content. You may be required to provide proof of such permission to Company. You may not post or distribute Content that is illegal or that violates this Agreement. By posting, submitted, or distributing Content to the Services, you represent and warrant that (a) you own all the rights to the Content or are authorized to use and distribute the Content to the Services and (b) the Content does not and will not infringe any copyright, right of publicity, or any other third-party right nor violate any law or regulation.

By submitting or posting Content to the Services, you grant Company the irrevocable, perpetual, worldwide right (i) to reproduce, display, perform, distribute, adapt, and promote this Content in any medium and (ii) to create derivative works of the Content or to modify or combine your Content with other materials and content in order to provide you with a share card via email. Once you submit or post Content to the Services, Company does not need to give you any further right to inspect or approve uses of such Content or to compensate you for any such uses. Company owns all right, title, and interest in any compilation, collective work, or other derivative work created by Company using or incorporating Content posted to the Services. You are solely responsible for anything you may submit to or post on the Services and the consequences of submitting or posting anything through the Services.

Copyright Policy: Company respects the intellectual property of others and asks that users of our Site and/or Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use

of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated copyright agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Prohibited Activities: Company expects all of its users to be respectful of other people. The following is a partial list of the types of conduct that are illegal or prohibited on the Services or while using the Services. Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, engages in any of the prohibited activities. Without limitation, you agree that you will not post or transmit to other users anything that contains Content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Services);
- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way, or constitutes impersonation of another person;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Company is under no obligation to screen or monitor Content, but may review Content from time to time at its sole discretion. Company will make all determinations as to what Content is appropriate in its sole discretion. Company may edit or remove any Content at any time without notice.

Third Party Websites, Apps and Services: Certain features in the Services may contain links to or facilitate access to other websites, apps, content and services not operated by us which are provided to you for convenience. These third party websites, apps, content and services may also refer to or link to our

Services. Any third party website or mobile application accessed from Celebrity Slots is independent from Celebrity Slots, and Celebrity Slots has no control over the content of such third party websites or mobile applications. We encourage you to read the terms of use and privacy statements of each and every website, app or service that you visit both within or outside of our Services. We are not responsible for the practices, content or services of such third parties even if it appear within and/or are accessible through our Services.

No Warranties: COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION ON THE SERVICES. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICES AND COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE FEES YOU PAID TO COMPANY FOR SERVICES IN THE SIX MONTHS PRECEEDING THE CLAIM. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

ADDITIONALLY, CELEBRITY SLOTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, COMPUTER PROGRAMS, SOFTWARE, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF CELEBRITY SLOTS OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON OR LINKED TO CELEBRITY SLOTS.

General Release: You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site and/or the Services. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT

EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Changes: All information posted on the Services is subject to change at any time. In addition, these Terms of Use may be changed at any time; provided, any material modifications will only be applied prospectively. We will make such changes by posting them on the Services. You should check the Services for such changes frequently. Your continued access of the Services after such changes demonstrates your acceptance of those changes.

Indemnification: You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney’s fees and costs, arising from, or related to (i) your use of the Services (including your use of third party websites, apps, content, and services accessible within or through the Services), (ii) any breach by you of any of these Terms of Use, (iii) your violation of any law or the rights of a third party.

Severability: If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver; Remedies: The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Company under these Terms of Use and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

Governing Law; Dispute Resolution; Arbitration: The laws of the State of California shall govern these Terms of Use. While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail you agree that all claims, disputes or controversies against Company arising out of these Terms of Use, or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply California law consistent with the Federal Arbitration Act. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY. YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and instructions for initiating

arbitration by contacting the American Arbitration Association at using the contact information noted here: American Arbitration Association Services: www.adr.org.

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms of Use, in which case these Terms of Use will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU AND COMPANY HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

International Access: Our Services are provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the App. We make no representations regarding the legality of the Services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

California Resident Notice: California residents are entitled to the following specific consumer rights notice: 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, California 95834, or by telephone at 1 (800) 952-5210. Additionally, under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family, or household use are entitled to request and obtain from us, once each calendar year, information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately preceding calendar year. To obtain this information, please send an e-mail message to info@celebrityslots.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide in response the requested information to you at your e-mail address. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only required information will be included in our response.

ADDITIONAL TERMS FOR USERS OF APPLE DEVICES: If you have downloaded the Services via the iTunes Store, the following shall apply: You acknowledge and agree that these Terms and Conditions are solely between you and us, not Apple, and that Apple has no responsibility for the App. Your use of the Services must comply with Apple's App Store Terms and Conditions, located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> (the "Apple App Store Terms"). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the Services to conform to any applicable warranty, you

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