

Terms & Conditions

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Please see Section 12 below for information on how to play without becoming a paid Full or VIP member.

This agreement, including any addendums, (collectively referred to as the "**Agreement**") are between you ("**Player**") and Riveredacepoker ("**us**" or "**we**"), and explains the terms by which you may use our services and website. Read the following terms and conditions before using or installing any software (the "**Software**") accompanied by this Agreement.

By clicking the "I Agree" button or accessing, using or installing any of our software, you signify that you have read, understood, agree and consent to be bound by the entirety of these Terms and Conditions. If you do not agree to any of these Terms and Conditions, you must exit the site now and not use or install any of the software provided on this site. Your sole remedy for dissatisfaction with this site, or any services, information or content on this site is to stop using the site.

1. LICENSE AGREEMENT

We grant to Player a non-exclusive license to use the Software, subject to the terms of this Agreement, for a term of one year from the date of this Agreement. We may modify this Agreement at any time without notice and Player shall periodically review this Agreement and any other terms and conditions posted at www.Riveredacepoker.com (the "**Site**") at a rate not less than once monthly. Player shall not participate in the games, open, use or reuse the Software, enter the Site, or any player rooms, nor accept any Prizes if Player does not fully understand, agree to, become a party to, and abide by, without exception, all rules, regulations and terms and conditions contained herein and as such rules, regulations and terms and conditions may change from time-to-time. The term of this Agreement will be automatically extended for one year terms from the date you receive any Software upgrades or subsequent Software versions, provided, however that we may terminate this license at any time in our sole discretion.

2. LICENSE RESTRICTIONS

You may not:

- (a) permit other individual(s) to use the Software unless such other individual(s) agree to accept the terms of this Agreement;
- (b) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Software;
- (c) copy the Software;
- (d) rent, lease, transfer, sublicense or otherwise transfer rights to the Software;
- (e) remove any proprietary notices or labels on the Software, including the code underlying the Software; or
- (f) use the Software for any reason other than your private use. Commercial use is expressly prohibited.

3. COMPLIANCE WITH THE UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT

Riveredacepoker.com and its owner, Riveredacepoker.com, is a poker playing membership club. We are not a gambling establishment, and our Poker Points have absolutely no monetary value, as mandated in the Unlawful Internet Gambling Enforcement Act. By agreeing to these Terms and Conditions, you acknowledge that your participation in any game or contest offered on this website does not risk anything of value other than your personal efforts in playing the game or contest. Further, you acknowledge that any membership fee you submit to Riveredacepoker.com, is for your admission to the membership club only, and is not a payment for any points, credits or Poker Points. You shall not make any side wagers or engage in any activity with any other player that violates this paragraph or these Terms and Conditions. No prizes or awards offered by Riveredacepoker.com, shall have a value that is determined by the number of participants or the amount of membership fees paid by those participants.

4. LIMITATIONS ON USE

You agree that you will use the Software in a manner that complies with all applicable laws in the jurisdictions in which you use the Software. We assume no responsibility for the actions by you, the Player. You acknowledge that if we are unable to determine where the Software is being used, that we may rely upon your representation and express acceptance of this restriction by clicking where indicated, and that you will only use the Software for free play.

You may never use another Member's account. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account. Although we will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of Riveredacepoker.com, or others due to such unauthorized use.

We are not responsible for claims for losses or damages resulting from any play under any condition. Tournament Players are playing against each other and not against us. Play at this Site is at the sole option, discretion and risk of the Player. Player is also responsible for maintaining the secrecy and security of their account passwords and other personal security information. We are not responsible for the unauthorized use of your, the Player's, account or any losses that may result, of such unauthorized use.

You agree not to use or launch any automated system, including without limitation, "viruses", "robots," "spiders," "offline readers," etc., that accesses the website in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the website nor to use the communication systems provided by the website for any commercial solicitation purposes.

We may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the website without notice and liability, if, in our sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the website or membership club; (vi) violating any Federal or state law, or, (vii) bypassing the measures we may use to prevent or restrict access to the website. Upon termination for any reason, you continue to be bound by this Agreement.

5. LIMITED WARRANTY

We do not warrant that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. We warrant to Player that the Software will operate for purposes of normal use for a period sixty (60) days from the date of this Agreement. In the event that this warranty is breached, our only obligation under this Agreement and Player's sole remedy is, at our option, to (a) have us replace your Software with new Software supplied by us; or (b) terminate this Agreement.

6. LIMITATION OF LIABILITY

The Software is provided "AS IS." THERE ARE NO WARRANTIES OF ANY KIND AS TO THE SOFTWARE'S IMPLIED MERCHANTABILITY OR TO FITNESS FOR A PARTICULAR PURPOSE, EVEN IF WE HAVE BEEN ADVISED OF THAT PURPOSE. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

7. HOLD HARMLESS AND REMEDY

You agree to hold harmless, indemnify and defend us, our parent company, our affiliates, and our and their respective officers, directors, employees and contractors, licensors and licensee from and against any losses, damages, fines and expenses (including attorneys' fees and costs) resulting from your violation of any of the terms of this Agreement.

8. YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us as follows:

A. You have read and you understand this Agreement.

B. The execution, delivery and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time or both, conflict with or violate: (i) any provision of law, rule or regulation to which you are subject, including the Unlawful Internet Gambling Enforcement Act; (ii) any order, judgment or decree applicable to you or binding upon your assets or properties; or (iii) any agreement or other instrument applicable to you or binding upon your assets or properties.

9. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable any other part of this Agreement, but the Agreement will be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

10. FREE PLAY ONLY

The Site does not permit players to wager real money and has no ability to accept deposits as it is a “free play” site only. Poker Points and Tournament Points, if applicable in players' accounts have no monetary value, and cannot be exchanged for anything of value and cannot serve as a medium of exchange. Any and all references in the Site to "pots," "limits", "betting" or the like are solely for instructional or illustrative purposes and do not involve wagering real money.

11. CHAT POLICY

We strive to maintain a friendly and pleasant atmosphere for our players. While we cannot be held responsible for the conduct of any player, we do reserve the right to refuse use of our clubroom to anyone who violates our code of conduct.

The following is deemed inappropriate conduct:

- Collusion with another player of any sort or any other form of cheating;
- Agreeing to take any action when there is another player all-in;
- Telling anyone your down cards before a hand is complete;
- Needlessly stalling the action in a game;
- Selling Poker Points or tournament points for cash;
- Attempting in any way to induce a player to leave a game to play in another.

Players conducting chats that are deemed inappropriate or abusive may have chat privileges revoked temporarily or permanently. This behavior includes:

- Verbally threatening any customer or employee or using profanity or obscene language.
- Making statements that could unfairly influence the action in a game (e.g., telling a player he has made the wrong hand).
- Chatting in any language other than English during game play (trivial exceptions will be made).
- Begging other players for Poker Points or tournament points.
- Advertising websites or other commercial services.
- Typing words, characters or phrases that make it difficult for others to use the chat feature.
- Spamming tables with announcements of private tournaments or sit 'n go events.
- Coaching players or suggesting how others should play their hand with respect to another player's hands.
- Management reserves the right to make decisions in the interest of fairness and players' previous chat history with us.
- The decision of our management is final.
- When reporting player behavior that violates our code of conduct or reporting game concerns to member services, players should include table and hand numbers to indicate when and where the violation or problem took place.

12. “Full” AND “VIP” MEMBERSHIP FEES

1) We charge a fee for Full and VIP membership. Full and VIP members receive certain membership benefits, which may vary from time to time, including, digital assets, access to an on-line magazine, discount coupons, special offers, and Live Chat. These are benefits that are not available to basic members and visitors to the Site. Full and VIP members will also have access to play in Tournaments and participate in related activities without having to complete mail-in registration. Note, we reserve the right in our sole discretion to substitute, modify or terminate specific member benefits. Please check the Membership Benefits section of our website for current member benefits. You have no right to a specific member benefit.

2) There is one payment method for both Full and VIP membership options, which are both paid monthly at different prices as described below. Full and VIP MEMBERSHIP FEES ARE PAYABLE IN ADVANCE. Monthly membership fees ARE NOT REFUNDABLE IN WHOLE OR IN PART FOR ANY REASON. In order to cancel your membership you must follow the cancellation instructions which are found on the My Account tab on the site.

3) We reserve the right to change the fees or billing methods at any time. Notice of any change will be posted at least thirty (30) days in advance of the change. You are responsible for reviewing the billing requirements to obtain timely notice of such changes. Continued use by you of the any paid membership thirty (30) days after posting of the changes constitutes acceptance of such changes. If you decide to cancel your Full or VIP membership, which you can do at anytime up to five (5) days before the next billing period without being billed for the next period, we will not refund any fees accrued to your account before you canceled. In our sole discretion, we allow you a grace period to remain a conditional Full or VIP member. As a conditional Full or VIP member you will have up to six (6) days after expiration of your Full or VIP membership to renew your Full or VIP membership by paying the amount then due. During the grace period you will be eligible to play in tournaments, but will not be eligible to claim any prizes won if you do not renew your Full or VIP membership during the grace period.

4) Full and VIP members receive 100 poker points per day, meaning that each day 100 poker points will be added to your over all poker point total at 12:01 A.M. Eastern Standard Time. VIP Members will also receive 100 additional VIP poker points each month, which can be used to enter "VIP Only" Tournaments. The VIP poker points given by Riveredacepoker.com cannot be accumulated over time. Basic Members Poker Points (also see section 5 below) receive one month's worth of poker points upon submitting a mail in entry, which is equal to 100 points per each day of that month), and such poker points will not "roll over" to any subsequent month and will expire at the end of the 30 day basic member period. Basic players shall not be entitled to accumulate Poker Points in excess of the one month allotment. We reserve the right to modify the amount of Tournament Points and Poker Points awarded for all membership levels in our sole and absolute discretion. Tournament Points and Poker Points have no monetary value, and any statement to the contrary by any member is a violation of these Terms and Conditions.

5) You do not need to become a Full or VIP member to participate in tournaments. **NO-PURCHASE-NECESSARY, METHOD OF ENTRY:** As an alternate means of entry into tournaments as a Basic member, a player must:

- a) Register as a free, Basic player and download and install the Software; and
- b) For each period that you want to participate in our tournaments, each player must send a 3 inch x 5 inch card on which the player has legibly handwritten their Username, First and Last Name, Complete Mailing Address (e.g. Street, City, State, ZIP code), Email Address, and Date of Birth. Each card must be placed in a single separate envelope, and mailed to 273 Walt Whitman Road, #205, Huntington Station, NY 11746. Multiple cards in a single envelope are not acceptable. If multiple cards are sent in a single envelope only one card chosen in our sole discretion, will be processed. Kentucky residents may request postage reimbursement by writing "Please reimburse postage" on the 3 inch x 5 inch card. Reimbursement will be in the form of one first-class U.S. Postal Service postage stamp. No photocopies, reproductions or facsimiles of the 3 inch x 5 inch card are allowed. The usage of a service to provide the production of the 3 inch x 5 inch card will not be allowed.
- c) For each individual registration, the Player will be given a 30-day period of Basic Membership to our membership club. The period will begin on the Monday following the day the mail-in entry is processed.
- d) Approved mail-in entries will receive Poker Points in accordance with Section 1.4 above. Poker Points that were unused during previous periods of Basic membership will not remain with the player's account.
- e) We will post a listing of all upcoming tournaments in the game lobby. The game lobby is viewed by accessing the Software and clicking on the tournament game links.
- f) We shall not be responsible for late, lost, illegible, incomplete, stolen, misdirected, mutilated or postage-due mail. We will advise you of your eligibility dates by email. The odds of winning any prize will be the same by mail in entry as by online Full or VIP membership. The odds of qualifying through a qualifying tournament will be the same by mail in entry as by online Full or VIP membership, and all participants entering through this means will be accorded equal opportunities to participate and win in events held by Riveredacepoker.com, and will depend on the number of entrants.

13. PLAYER ELIGIBILITY AND PRIZE CLAIMS

Subject To State and Local Laws.

1) You are subject to the laws of the country, state, city or other legal entity (collectively "**Jurisdiction**") in which you reside and/or from which you access the Software and/or the Site. Access to the Software and/or the Site may not be legal for some jurisdictions or for all residents of, or persons present in, certain Jurisdictions. We have installed filtering systems designed to limit access from known ineligible jurisdictions. It is your responsibility to comply with law in your jurisdictions. We do not make any representation or warranty, express or implied, as to the lawfulness of your participation in the tournament sweepstakes, or that materials on the Site are appropriate for your use. The information contained herein does not constitute an offer, solicitation or invitation by us for the use of any service in any Jurisdiction in which such activities are prohibited or restricted. We further reserve the right to require you to provide proof that you are eligible to participate and win prizes the tournament sweepstakes prior to payment of any winnings or prizes. We also reserve the right, in our sole and absolute discretion, to refuse service and access to any potential participant.

2) For persons within the United States, to open an account and/or participate in any tournament offered on the Site, you must:

- a) be a natural person, at least 18 years old, who is assigned to the e-mail address submitted on your account registration form;
- b) be a U.S. citizen or resident alien with a U.S. address;
- c) be physically located within the U.S.; and
- d) be physically located in a U.S. state in which participation in the tournaments offered on the Site is unrestricted by law.

3) For persons NOT within the United States, to open an account and/or participate in any tournament offered on the Site, you must: be a natural person, at least 18 years old, who is assigned to the e-mail address submitted on your account registration form. If you are a U.S. resident, make sure you are not from one of the restricted states. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

4) The rules governing sweepstakes, contests, and tournaments with entry fees and/or prizes are set up by each individual state. See list of eligible states.

5) **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.** If you open an account and/or participate in any tournament offered on the Site while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and these Terms and Conditions, and subject to having your account suspended or terminated and you will **NOT BE ELIGIBLE** to claim any prizes won and your membership fees may be

refunded. However, if we determine that you made a deliberate effort to avoid these rules, then, in our sole and absolute discretion we may refuse to refund your membership fee.

6) Mail-in entry for tournaments is not available to residents of states in which membership services are not available.

7) The following persons are also ineligible to receive any prize offered on the Site: employees, officers, and directors of the Site, its parent companies, subsidiaries, and affiliated companies; and any other person with access to non-public information regarding the operation of any tournament offered on the Site.

8) Parental Control. Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to those under eighteen (18) years of age, or the legal age to participate in the tournament sweepstakes in the applicable Jurisdiction, whichever is higher.

9) Our Employees, officers, directors, and their immediate family members are not eligible to participate in any of the tournaments which award cash, merchandise, and/or Tournament Points. For purposes of the foregoing "immediate family" means parents, grandparents, spouses, children, siblings or any members of the same households of such employees, officers, and directors.

10) Only eligible players may claim prizes. All prizes must be claimed within 180 days of the end of the month in which the prize is won. Failure to make a prize claim and prove eligibility within 180 days will give rise to the presumption that the player is ineligible and agrees to forfeiture of the prize.

14. RIGHT TO CANCEL OR MODIFY TOURNAMENT SCHEDULE OR GAMES OFFERED

No warranty or representation is made that the prize pool will consist of a specific amount or number of tournaments or kind of tournaments. We reserve the right, in our sole discretion to modify the tournaments, kinds and types of games offered and the scheduling of all games and tournaments.

If we, IN OUR SOLE DISCRETION determine that operating the tournament sweepstakes IN WHOLE OR IN PART is not feasible for any reason, including, but not limited to, a change in the risk of operating the contests, or insufficient participation in one or more of the tournament contests, then we may cancel OR MODIFY all or any of the tournaments and we shall owe you nothing. You understand and acknowledge that as a VIP member, you are receiving benefits of membership exclusive of the opportunity to participate in tournaments and that you may terminate your membership in accordance with the Terms and Conditions.

15. PRIZE SUBSTITUTION

We reserve the right to provide substitute prizes or cash value in the event that we or the vendor are unable to meet reasonable delivery requirements or in the event that a tournament winner is located outside the continental United States. See general list of tournament prizes.

16. PRIZE DELIVERY TIME

Unless otherwise specified, PRIZES, whether cash or merchandise, will ship within 30 days of the date the prize is claimed by the winning player and eligibility is verified. All goods are shipped F.O.B. Origin, and accordingly we take no responsibility for any damage incurred during shipping. In certain specifically disclosed merchandise tournaments, we may choose to bear the cost of shipping within the continental U.S., although we are under no obligation to do so.

17. MERCHANDISE PRIZE WARRANTIES

In the case of merchandise covered by a manufacturer's warranty, the manufacturer and not the Site is responsible for defects, subsequent use or misuse or covered repairs. In the case of merchandise not covered by a manufacturer's warranty, the merchandise is offered as is, and we are not responsible for any defects, use or misuse or repairs. We make no representations or warranties with respect to the authenticity or genuineness of any merchandise prizes, particularly collectible prizes.

18. TRAVEL PRIZES

Prizes involving travel and tourism will be from a specified list of cities. Any player who wins such a prize and wishes to depart from a city not on the specified list will be required to provide his or her own transportation to one of the specified cities. Information required to make the reservations for a travel prize, including the names and ages of all travelers, departure city, and, if applicable, choice of travel dates, must be provided within one week of the initial request for such information, or the prize may be voided. We are not responsible for any damage, injury or other liability incurred in connection with any travel or tourism, nor are we responsible for any cancellation, postponement, rescheduling or quality control issues with respect to fulfillment by the third-party travel or tourism providers.

19. TAXES

1) United States Federal Tax Regulations requires that you complete and return form W9 and that we issue you a form 1099 at the end of each calendar year if you have won prizes of \$600.00 or more in the calendar year. However, you remain solely responsible for paying all federal and other taxes in accordance with the laws that apply in your state, province, and/or country of residence.

2) As with our cash prize tournaments, users are responsible for applicable income taxes for merchandise prizes. Either the Manufacturer's Suggested Retail Price, or Site acquisition price, at our discretion, will be used as the cash value of the merchandise prize.

3) Non US residents will be subject to back-up withholding for federal income tax purposes at 30%. Winners will be required to provide such documentation as the Federal Income Tax Regulations require.

20. PROMOTIONAL ACTIVITIES

By registering for an account, you agree that the Site may display your user name, prize winnings and tournament records. By accepting any prize from the Site, you agree to allow us to publish, print, broadcast and use, worldwide, in any media at any time, now or hereafter created, your name, picture, voice, likeness, and/or biographical information for promotional purposes without additional compensation and execute such releases as we may require for this purpose. If requested prize winners agree to wear our branded clothing for the duration of any applicable TV events and tournament or any other part of a tournament or promotion that is recorded for television.

21. REGISTRATION

1) Continuing Duty and Affirmation. Each time you use the Site, you represent and warrant to us that:

- a) you are at least eighteen (18) years of age, or the legal age to participate in a tournament sweepstakes in the applicable Jurisdiction, whichever is higher;
- b) your access to the Software and/or the Site, your participation in tournament sweepstakes, and our offering and operating the tournament sweepstakes are legal in your applicable Jurisdiction;
- c) the e-mail address submitted by you is owned or controlled by you; and
- d) all information you provide is true, accurate, current and complete.

All such representations and warranties are relied upon by us.

2) By applying for registration, you authorize us to make any and all inquiries as we in our sole discretion consider necessary to verify the information provided by you. We may require you to submit such proof of age, identity and place of residence as we may require, at any time. We reserve the right to suspend and/or terminate your registration and/or account if we have grounds to suspect that any of your provided information is untrue, inaccurate, not current or incomplete. You maintain the responsibility to promptly update the information provided at registration to keep it true, accurate and complete.

3) Changes to Your Account.

In the event of changes to any of your personal account details or other financial information relevant to your account, you must inform us immediately by sending an e-mail to accounting@Riveredacepoker.com

4) One Account Only.

You may only register one account for yourself. You hereby acknowledge and agree that you shall not register more than one account for yourself. If it is determined that you have registered more than one account, then you acknowledge and agree that you shall not be eligible to win any prizes and you may be excluded from play and have all of your accounts terminated effective immediately.

22. BILLING

1) By completing the Full or VIP membership registration, you authorize us to charge applicable recurring membership fees to your designated credit card or debit the applicable recurring Full or VIP membership fees from your designated checking or savings account. Monthly Full and VIP members are billed on a calendar-month cycle, which begins upon Full or VIP membership registration (or at the end of a limited free trial period, if applicable to a promotion that you joined through) and ends one calendar month thereafter. The date you are billed is the same date each month. That date is determined by the date the account is first billed. If that day of the month does not exist in a subsequent month, then the payment will be made on the first day of the following month and will stay permanently on that day. (For example, if a player started his subscription on January 31, then his next payment date would be March 1 and then April 1, etc.) The only available membership billing cycle is monthly, and there are no annual membership payment options.

2) If you do not cancel before the end of the period, we will automatically renew your membership payment plan at the end of the period and you will be billed according to the plan you are currently on.

3) You are responsible for reviewing the terms and conditions section to obtain timely notice of such changes. Continued use of the Site and/or Software thirty (30) days after the posting of any changes means that you accept such changes. If you decide that any change is unacceptable, you may cancel your membership. To cancel your membership log in to the website for cancellation instructions. You can cancel your membership at any time.

4) Credit Card Authorizations for Free Trial Memberships. You must provide credit card or bank account information to register for all free trial offers to the Full or VIP Membership service. By signing up for a free trial with a credit card, you agree that we may obtain a pre-authorization of up to \$20. Some financial institutions may perceive these requested amounts as actual pending charges. While not actual charges, we are not responsible for any results, such as an overdraft fee, that may occur to your account because of pending charges. If you accept a free trial of the Full or VIP Membership service, we will bill your credit card when the free trial expires, unless you cancel your free trial before that time. You are responsible for any Internet service provider, telephone, wireless and other connection fees that you may incur when using the site, even when we offer a free trial. Trial memberships may not be transferred at any time to any other user. Trial memberships are limited to one per person.

5) The following billing prices apply to Full and VIP Memberships.

- Full Membership Monthly: \$14.99 billed each month

- VIP Membership Monthly: \$24.99 billed each month

23. ACCOUNT IDENTIFIERS

1) Secrecy Obligation.

Once you have selected and been allocated a unique username and password ("**Identifiers**"), it is your responsibility to keep these Identifiers secure and confidential. Some or all of these Identifiers are required to access certain areas of the Site. In the event that you are concerned that they are no longer secure and confidential, you should immediately notify us by sending an e-mail to tosupport@Riveredacepoker.com, whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at our sole discretion. Without limiting the foregoing, any transactions made and accepted on the Site where your Identifiers have been used (and where you have not previously notified us as provided herein) will be treated as valid.

2) No Transfer.

Your account is not transferable. Under no circumstances shall you allow or permit any other person or third party, including without limitation any person under the legal age, to participate in tournament sweepstakes, and in no event allow or permit any person under the age of eighteen (18) years, to use or re-use your account or your Identifiers in such a way that may breach the standards or laws in any Jurisdiction where you are located and/or are a resident, or where such other person is located and/or is a resident. Any person found to have violated this section will not be entitled to collect any prizes or winnings and may be reported to the relevant authorities.

3) You Are Responsible.

You agree to be solely responsible for all use of the Site and the Software (including without limitation participation in tournament sweepstakes) through the use of any of your Identifiers (except where you have notified us as provided above) and you agree to indemnify and hold us harmless, along with our parent company, affiliates, managers, agents and directors, licensors and licensees, and our and their respective officers, directors, employees and contractors for any and all claims, losses, liability, damages and costs (including attorneys' fees and expenses) arising from such use.

24. SITE USE

1) Services May Change or End.

We reserve the right, in our sole discretion, at any time and without notice to you, to add, alter or discontinue services offered on the Site without creating any obligation to you.

2) You Must Obey Guidelines and Rules.

When using the services on the Site or the Software, you agree that you are subject to any guidelines, policies or contest rules applicable to such services, which may be posted from time to time. All such guidelines, policies or contest rules are hereby incorporated by reference into these

terms. You fully accept that all computer instructions and responses sent over the Internet to and from us and/or through use of software will be binding on you. Your commercial use of the Site or any of the online contests is strictly forbidden. See General Rules of the games offered.

3) Telecom and Access Fees.

You are solely responsible for obtaining access to the Site and/or the Software and that access may involve third party fees, including without limitation, Internet service provider, telephone, cable or airtime fees. You are solely responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are solely responsible for all equipment necessary to access the Site and/or the Software.

4) Odds, Risk and Fair Play.

You acknowledge and agree that the tournament sweepstakes are skill based contests that measure your ability to play poker and blackjack and manage risk against the skills of others and that you are not likely to profit (in terms of poker points and prizes, not monetarily) from this entertainment endeavor. The odds of all tournaments offered on the Site depend on the number of the players participating in such tournaments; precise odds of winning are therefore unavailable.

5) Cheating.

You acknowledge and agree that you shall not cheat, attempt to cheat, or otherwise interrupt or attempt to interrupt the operations of the Site or any particular Site service or contest. If we believe in our sole discretion that you have engaged, or attempted to engage, in any act to cheat, use automated technology or otherwise unfairly alter your likelihood of winning, or to otherwise commit fraud with regard to the Site, then, in such an event, you will forfeit all prizes or winnings to which you may otherwise be entitled, and we reserve the right to institute civil or file criminal proceedings against you and to report you to the relevant regulatory authorities.

6) Behavior & Responsibility.

1. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any website or use of any portion of the Site for any commercial purposes.

2. You shall not register multiple accounts or use any automated technology, including but not limited to robots, scripts, macros, and/or programs, LAN play, or engaging in team play on any of our websites. You acknowledge and understand that any attempt to participate in any service offered on any of our websites by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud in regards to any of our websites, will result in civil and/or criminal prosecution, termination of your account, and forfeiture of all winnings to which you may otherwise be entitled.

3. You shall accept and abide by the contest rules set forth on the contest rules web page, to be amended from time-to-time at our sole discretion.

4. You agree that we are not liable for any loss caused by any unauthorized use of your credit card or checking or savings account by a third party in connection with any of our sites or any third party sites.

5. Any attempt to defraud us through the use of credit cards, checking or savings accounts, or any other form of payment, regardless of the outcome, or any failure by you to honor charges or requests for payment will result in immediate termination of your account, forfeiture of any winnings to which you are otherwise entitled, and civil and/or criminal prosecution.

6. You agree that we are not, and shall not be, responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or your account.

7. You, as the holder of your account, are solely responsible for all obligations and are entitled to all benefits therefrom, and may not allow any other person to access your account, access any of our websites, accept any winnings, or participate in any services using your account information. Your account is not transferable to any other person. By registering and/or participating in any services offered on the Site, you agree to indemnify, defend, and hold us harmless from or for any claims, liability, damages, and/or costs (including attorneys' fees) arising from any use of your account by any person.

8. You agree to never transmit data, conversation, or any other information that may be You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, or to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (vii) provide information regarding playing contests on the Site, or (viii) deemed generally unacceptable behavior in our sole discretion.

7) Computer Errors.

You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software. If you become aware that the Software contains any error, or is incomplete, you shall immediately notify us by e-mail at support@Riveredacepoker.com. You agree to refrain from taking any advantage whatsoever of that error or incompleteness and we reserve the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery. We will not be liable for any alleged winnings that are, in our sole discretion, the result of a system error or malfunction.

8) Verification.

Whenever we request additional verification, proof or documentation from you, including without limitation a copy of your passport, driver's license or utility bill, such materials must be sent by facsimile, mail or such other means of communication specified by us. Such materials will become our property and will not be returned to you.

9) Referrals.

1. If you are a Full or VIP member and you refer a "valid person" (as defined below) to us through our referral process, and that person becomes a paying member of and remains a paying member for three consecutive months, you will receive twenty five dollars (US\$25).

2. A "valid person" must be a new customer (and unique to us), over the age of 18 that registers and

- a) Is not be registered under any other name or alias
- b) Submits a valid email address
- c) Submits their legal First and Last Name
- d) Submits a complete valid mailing address
- e) Accepts our Terms & Conditions and meets all other qualifications to be a Full or VIP member and to play on the Site as set forth in these terms and conditions, as they may be modified from time to time.

We reserve the right to determine in our sole discretion whether a customer is a "valid person."

3. By entering a referral e-mail address, you hereby authorize us to use your name to extend an invitation to the user of that e-mail address to join the Site.

4. We may modify any of the terms and conditions of or cancel the referral program, at any time and in our sole discretion, by posting a change or cancellation notice on our site. Modifications may include, for example, changes in the scope of available bonus and of referral program rules.

5. Any abuse of the referral program may result in the cancellation of the above bonuses or entry, as well as account closure.

25. Links to Third-Party Websites, Advertisers or Services

Our Site may contain links to third-party websites, advertisers, or services that are not owned or controlled by us or that you may find objectionable. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from our Site, you do so at your own risk, and you understand that this Agreement and our Terms and Conditions and Privacy Policy do not apply to your use of such sites. You expressly relieve us from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on our Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. You hereby acknowledge and agree that we and/or our affiliates, licensors and licensees may market products and services to you in the future.

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IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LIABILITY RELATING TO OR ARISING OUT OF THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT.

30. INDEMNITY

You agree to defend, indemnify and hold harmless ourselves, our parents, our affiliates, our subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, and our licensors from all liabilities, actions, claims and expenses, including legal fees, asserted by any third party, governmental body or governmental agency, arising out of or relating to: (a) this agreement; (b) your use of the Site, including any data or work transmitted or received by you or any service provider; (c) your connection to our websites; (d) your violation of this agreement; (e) your violation of any gaming regulations, edicts or laws to which the you are subject; or (f) your violation of any rights of a third party or service provider.

Players are reminded to print all transaction data, payment methods and these Terms in order to avoid misunderstandings at a later time.

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