

ALLWYN TERMS OF SERVICE

Last Updated: October 2, 2023

These Terms of Service (“**Terms**”) apply to your access to and use of the website located at allwyn-northamerica.com (or any successor links) (the “**Site**”) provided by Allwyn North America, Inc. (d/b/a Camelot) (collectively, “**Allwyn**”, “**we**”, “**our**” or “**us**”) and (together with the Site, the “**Services**”). “**You**” may either be using these Services as an individual for your personal use (a “**Consumer**”) or, otherwise, as a business user (a “**Business**”) on behalf of an entity. If you disagree with these Terms, do not use our Services.

We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Services, including certain products accessible via the Site, which, for the avoidance of doubt, are not covered by these Terms (“**Supplemental Terms**”). Any Supplemental Terms become part of your agreement with us if you use the applicable Services, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

We may make changes to these Terms. The “*Last Updated*” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes by updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.

1 Eligibility and Use Restrictions

- (a) **Age.** Users under 18 years of age (or the age of legal majority where you live) may not use our Services. If you are a parent or guardian and you believe that your child under the age of 18 is using our Services without your consent, please contact us at engagement@allwyn-northamerica.com).
- (b) **Jurisdiction.** You may only use our Services in jurisdictions authorized by Allwyn. Use of our Services is currently authorized only in the regions where we operate.
- (c) **Use and Sharing.** Our Services are provided to you only for your internal business use and not for the benefit or use of any third party. If you are a consumer, you may only use our Services for personal, family or household purposes and expressly excluding any commercial use.

2 Your Information

You may provide certain information to Allwyn in connection with your access or use of our Services, or we may otherwise collect certain information about you when you access or use our Services. You agree to receive emails, and other types of communication from Allwyn via the Services using the email address or other contact information you provide in connection with the

Services. You represent and warrant that any information that you provide to Allwyn in connection with the Services is accurate.

For information about how we collect, use, share and otherwise process information about you, please see our [Privacy Policy](#).

3 Accounts

You or your Authorized Users must create accounts in order to use some or all of our Services. You will ensure that you or your Authorized Users (a) do not share their individual account credentials, (b) provide accurate account information and promptly update this information if it changes, and (c) use a strong password for their account that is unique to our Services and not used by you or by that Authorized User in any other website or online service. You will maintain the security of any accounts created by you or your Authorized Users. If you discover or suspect that someone has accessed your account or the account of one of your Authorized Users without permission, you will promptly notify Allwyn. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

4 Prohibited Conduct

- (a) You will not use our Services if you are not eligible to use our Services in accordance with Section 1 and will not use our Services other than for their intended purpose. Further, you will not, in connection with our Services:
- i. Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
 - ii. Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
 - iii. Use or attempt to use another user's account or information without authorization from that user and Allwyn;
 - iv. Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - v. Sell or resell our Services;
 - vi. Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
 - vii. Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;

- viii. Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- ix. Reverse engineer any aspect of our Services or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- x. Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file and only to compile for search results, *provided* that Allwyn grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Allwyn reserves the right to revoke such permission either generally or in specific cases, at any time and without notice;
- xi. Develop or use any applications or software that interact with our Services without our prior written consent;
- xii. Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- xiii. Link to any online portion of the Services in a manner that damages or exploits, in our sole discretion, our reputation or suggests any form or association, approval, or endorsement by Allwyn; or
- xiv. Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

(b) Enforcement of this Section 4 is solely at Allwyn's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

5 Ownership; Limited License

The Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Allwyn or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors. Subject to your compliance with these Terms (including Section 4), you are hereby granted a limited, nonexclusive,

nontransferable, non-sublicensable, revocable license to access and use our Services, if you are a Business, for internal use, and, if you are a Consumer, for your own personal, noncommercial use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

6 Trademarks

Allwyn, Camelot, and our logos, product, game, or service names, slogans, and the look and feel of the Services are trademarks of Allwyn and may not be used, copied, or imitated for any purpose, in whole or in part, without our prior written permission. All other trademarks, registered or unregistered, including product names, company names, or logos mentioned on or in connection with the Services are the property of their respective owners and can be used only subject to such owners' permission. Reference to any third-party products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

7 Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Allwyn or our Services (collectively, "**Feedback**"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback, or Services, or to improve or develop new products, services, or the Services in Allwyn's sole discretion. Allwyn will exclusively own all improvements to, or new, Allwyn products, services, or Services based on any Feedback. You understand that Allwyn may treat Feedback as nonconfidential.

8 Third-Party Content

- (a) Our Services rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, third-party app stores, and internet and mobile operators (collectively, "**Third-Party Materials**"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services. You acknowledge that (a) the use and availability of the Services is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.
- (b) We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content. Your dealings or

correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.

- (c) We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use the Services.

9 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Allwyn and our subsidiaries and affiliates, and our officers, directors, agents, partners, and employees (individually and collectively, the ***“Allwyn Parties”***) from and against any losses, liabilities, claims, demands, damages, expenses or costs (***“Indemnification Claims”***) arising out of or related to (a) your access to or use of the Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You will promptly notify Allwyn Parties of any third-party Indemnification Claims, cooperate with Allwyn Parties in defending such Indemnification Claims, and pay all fees, costs, and expenses associated with defending such Indemnification Claims (including attorneys’ fees). The Allwyn Parties will have control of the defense or settlement, at Allwyn’s sole option, of any third-party Indemnification Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Allwyn or the other Allwyn Parties.

10 Disclaimers

Your use of our Services and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) is at your sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law, our Services, and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) are provided “as is” and “as available” without warranties of any kind, either express or implied. Allwyn disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Allwyn does not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted. While Allwyn attempts to make your use of our Services and any content provided therein or therewith (including the Third-Party Content and

Third-Party Materials) safe, we cannot and do not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) or our servers are free of viruses or other harmful components or content or materials. You assume the entire risk as to the quality and performance of the Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Allwyn, Allwyn Parties, and Allwyn's respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

11 Limitation of Liability

- (a) To the fullest extent permitted by applicable law, Allwyn and the other Allwyn Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Allwyn or the other Allwyn Parties have been advised of the possibility of such damages.**
- (b) The total liability of Allwyn and the other Allwyn Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to \$500.**
- (c) The limitations set forth in this Section 11 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Allwyn or the other Allwyn Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

12 Release

To the fullest extent permitted by applicable law, you release Allwyn and the other Allwyn Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

13 Governing Law

Any Claims will be governed by and construed and enforced in accordance with the laws of the State of Illinois, except to the extent preempted by U.S. Federal Law, without regard to conflict

of law rules or principles (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Claims arising under or by reason of these Terms will be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois. You and Allwyn waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

14 Modifying and Terminating Our Services

We reserve the right to modify our Services or to suspend or terminate providing all or part of our Services at any time; charge, modify, or waive any fees required to use the Services; or offer opportunities to some or all end users of the Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to the Services will be governed by these Terms or the Supplemental Terms, unless otherwise expressly stated by Allwyn in writing. You also have the right to stop using our Services at any time, and you may terminate these Terms by ceasing use of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

15 Severability

If any portion of these Terms is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render these Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve these Terms and the intent of these Terms to the fullest possible extent.

16 Export Control

You are responsible for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

17 Miscellaneous

(a) Allwyn’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the

parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.

- (b) If you have a question or complaint regarding the Services, please send an email to engagement@allwyn-northamerica.com. You may also contact us by writing to 200 W. Jackson Blvd., Ste. 1100, Chicago, IL 60606. Please note that email communications will not necessarily be secure; accordingly, you should not include payment card information or other sensitive information in your email correspondence with us.