

## PEI LTD. POKER END-USER AGREEMENT

PLEASE READ CAREFULLY THE FOLLOWING LEGALLY BINDING AGREEMENT BETWEEN PEI LTD. UNDER THE BRAND NAME OF MYBET POKER AND YOU. BY CLICKING THE "I AGREE" BUTTON BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE HOUSE RULES AND OUR [PRIVACY POLICY](#). IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "I AGREE" BUTTON AND DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.

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

### 1. DEFINITIONS

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

Poker Room - the poker room and/or any other poker gaming activities offered by us on our Website and on our downloadable version, as listed at <http://www.mybet.com>;

Player Account - a personal account opened by an individual and maintained with us to enable that person to play games on the Poker Room;

Software - the software licensed to us including any program or data file or any other content derived there from, that required to be downloaded, accessed or otherwise utilized by you from the Website enabling you to participate in the Poker Room and any other games available for your use;

Username and Password - the username and password which you choose on registration with the Poker Room;

You - the user of the Poker Software downloaded from the Website.

Us/We/Ours - PEI Ltd., <http://www.mybet.com>;

Website - <http://www.mybet.com> and any related sites accessible via links or any other access way;

### 2. SUBJECT MATTER OF AGREEMENT

This agreement covers the arrangements between you and us in relation to your use of the Poker Room either for playing play-for-real or play-for-fun Poker and other games. The rules of the games are placed in the <http://www.mybet.com> as well as other sections of the Software and the Website, including but not limited to, rules describing how to play, tournaments, and any other rules governing particular game, event, tournament, all such rules are incorporated and included under the term and conditions set out herein.

### 3. LEGAL REQUIREMENTS

1. You can only use the Poker Room and/or the Website if you are the legal age as determined by the law of the country where you live.
2. You cannot use the Poker Room and/or the Website if you are under 18 years of age in any circumstances.
3. Some legal jurisdictions have not addressed the legality of online gambling and others have specifically made online gambling illegal. We do not intend that anyone should use the Poker Room and/or the Website where such use is illegal. The availability of the Poker Room and/or the Website does not construe an offer or invitation by us to use the Poker Room in any country in which such use is illegal. Use of the Poker Room is void wherever prohibited by any applicable law. You accept sole responsibility for determining whether your use of the Poker Room is legal in the country where you live.

### 4. LICENCE TO USE SOFTWARE

We hereby grant to you a personal non-exclusive, non-transferrable right to use the Software, for playing in the Poker Room, in accordance with the following provisions.

1. You are not permitted to:

1. install or load the Software onto a server or other networked device or take other steps to make the Software available via any form of "bulletin board", online service or remote dial-in, or network to any other person;
2. sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in this agreement), your license to use the Software or make or distribute copies of the Software;
3. translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the Software;
4. copy or translate any user documentation provided 'online' or in electronic format;
5. reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the Software or to create derivative works based on the whole or on any part of the Software; or
6. enter, access or attempt to enter or access or otherwise bypass the Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Poker Room or the Website or attempt to make any changes to the Software and/or any features or components thereof.
7. You do not own the Software. The Software is owned and is the exclusive property of the licensor, a third party software provider company, (the "Software Provider"). The Software and accompanying documentation which have been licensed to us are proprietary products of the Software Provider and protected throughout the world by copyright law. Your use of the Software does not give you ownership of any intellectual property rights in the Software. This agreement applies only to the grant of the license to use the Software.
8. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WE HEREBY EXCLUDES ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE). WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS.
9. WE DO NOT WARRANT THAT THE SOFTWARE WILL BE NON-INFRINGEMENT OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVERS ARE VIRUS-FREE. IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURING IN CONNECTION WITH THE SETTLEMENT OF ACCOUNTS OR OTHER FEATURES OR COMPONENTS OF THE SOFTWARE NIETHER US NOR OUR SOFTWARE PROVIDER WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING RESULTING FROM SUCH ERRORS. WE FURTHER RESERVE THE RIGHT IN THE EVENT OF SUCH ERRORS TO REMOVE ALL RELEVANT GAMES FROM THE SOFTWARE AND THE WEBSITE AND TAKE ANY OTHEHR ACTION TO CORRECT SUCH ERRORS.
10. You hereby acknowledge that it is not in our control how the Software is used by you. You load and use the Software at your own risk and in no event shall we be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from our negligence).

11. The Software may include confidential information which is secret and valuable to us. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of this agreement.

## 5. SHARED POKER ROOM NETWORK

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

## 6. SECURITY

1. We are a corporation incorporated under the laws of Malta and are fully licensed and regulated by the laws of that country for the purpose of operating a virtual poker room on the internet, under the name **www.mybet.com**.
2. We only allow access to playing games on the Poker Room through secured networks using encryption of the user name and password. You cannot play games on the Poker Room without passing our customer security login.
3. You may not use the Poker Room for any commercial use or on behalf of another person. Any use of the Poker Room by you is for own private purposes only.
4. You must keep your Username and Password confidential and should not disclose them to anybody. You may not use anyone else's password. You shall be responsible for all transactions conducted in relation to your Player Account using your Password. Every person who identifies him/herself by entering your correct Username and Password is assumed by us to be you and all transactions where the Username and Password have been entered correctly will be regarded as valid.
5. You will not allow any third party to use your Player Account to use the Poker Room and you will not use any other person's Player Account or means of payment to access the Poker Room or the Website or the Software.
6. It is your responsibility to ensure that you understand the rules and procedures of the games in the Poker Room and your use of online gaming in general before you play any such games.
7. We are using the best methods available today for the encryption of the Username and Password information, and any other sensitive information transferred to and from the client application and our servers, thus securing the Player and us against manipulation attempts by a third party. You will not break in, access or attempt to break in or access or otherwise by-pass our security. If we have a suspicion that you have attempted to or may be attempting to break in, access or otherwise by-pass our security or the Software, we will be entitled to terminate with immediate effect your

access to the Poker Room and/or have your account blocked, and we reserve the right to inform the applicable authorities.

## 8. Collusion Prevention

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

## 7. YOUR RESPONSIBILITIES

1. We make no representation or warranty with respect to the legality or otherwise of the accessing and use of the Poker Room in your country of residence and it is solely your responsibility to determine whether such accessing and use of the Poker Room by you is legal. We further warrant in that respect that it does not intend to enable you to contravene any applicable law.
2. You shall not transfer in any way whatsoever your rights under this agreement without our prior written consent.
3. You are fully responsible for all taxes, fees and other costs incidental to and arising from winnings resulting from use of the Poker Room.
4. It is your responsibility to inform us of any changes to your registration details.
5. Payments
  1. You agree that we or a payment processing company on our behalf will handle all financial account transactions ("Payment Processor"). You hereby agree that the Payment Processor reserves the right to withhold any payments should the Payment Processor have reason to believe or any suspicion that you may be engaging in or have engaged in fraudulent, collusion, unlawful, or improper activity.
  2. You agree to fully pay any and all payments due to us or any third party in connection with your use of the Poker Room. You further agree not to make any charge-backs and/or renounce or cancel or otherwise reverse any of your due payments and in any such event you will refund and compensate us for such unpaid payments including any expenses incurred by us in the process of collecting your payment.

3. [You are aware of and agree that the maximum amount that a new Player can cash-out when winning \$20,000 or more in casino games within a 30 day period, is \$5000 per month.]
6. You accept that you are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that you need to use in order to access the Poker Room. We will not be liable in any way whatsoever for any loss caused to you by the internet or any telecommunication service provider which you have engaged in order to access to the Poker Room or to the Website.
7. You acknowledge that our random number generator will determine the outcome of the games played on the Poker Room and you accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on the Software and the game server, the result that appears on the game server will prevail and you acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the Poker Room games and related gaming activity.
8. You will not commit any acts or display any conduct that damages our reputation or our software provider or any other related service providers.
9. You acknowledge that if your Player Account is opened you will fully indemnify us and hold us harmless from and against all and any losses, costs, expenses, claims, demands, liabilities and damages however caused that may arise as a result of your (a) entry, use, or reuse of the Website or the Poker Room; (b) breach of any of the terms and provisions of this agreement. You further agree to fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of any breach of this Agreement by you, and any other liabilities arising out of your use of the Poker Room or the Software.
10. We reserve the right to change this agreement from time to time as set out in clause 9 below. It is your responsibility to check from time to time and see whether there is a notification of change in accordance with clause 9 below.

## 8. YOUR WARRANTIES AND REPRESENTATIONS

You warrant and represent that:

1. you are not a resident of Malta, Israel, Cyprus, Estonia, Bulgaria and The United States of America and its territories;
2. you are acting on your own behalf;
3. you are not restricted by limited legal capacity;
4. you are not classified as a compulsive gambler;
5. all details which you give or have given in the process of registering with the Online Poker Room are accurate and that you will continue to update such details should there be any changes.
6. you are fully aware of the fact that there is a risk of losing money through the use of the Software to play games on the Poker Room;
7. you are not depositing funds originating from criminal and/or un-authorised activities;
8. you are not otherwise conducting criminal activities and/or intending to utilise the Player Account in connection with such activities. You are not using or intending to use or intending to allow any other person to use the Poker Room and the Player Account for any prohibited or unlawful activity, including but not limited to, fraud or money laundering, under any applicable law in particular your jurisdiction and the laws that apply to us;

9. you are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game you play or will play on the Poker Room.
10. you are not under the age of either (i) 18; or (ii) the age at which gambling activities are legal under the law of the jurisdiction that applies to you, whichever is greater;
11. the debit/credit card details supplied by you in the registration process are those of the registered account holder and the card has not been reported as lost or stolen;
12. you are not one of our officer, director, employee, consultant or agent or of one of our affiliated or subsidiary companies, or suppliers or vendors, and you are not any of their relatives as well (for the purpose of this clause, the term "relative" means spouse, partner, parent, child or sibling). In any event that you have breached this prohibition, among others actions that will be taken against you, you will not be entitled to any of your winnings.
13. you have not previously held a Player Account which was suspended or terminated either by us or by any other online gaming operator, charged back any monies via a Player Account or maintains a current Player Account; and
14. in opening the Player Account you will not provide any information or make any statement to us which is untrue, false, incorrect or misleading.

#### **9. CHANGES TO THIS AGREEMENT OR THE PRIVACY POLICY**

1. We may, at our sole discretion, make changes to this agreement or the House Rules or Privacy Policy at any time.
2. The changes will take effect from the date specified when they occur. It is important, therefore, that you log in to the Website from time to time and check to see whether there is a notification of change. You are solely responsible for reading the changes.
3. If you continue to use the Website or the Poker Room after we have updated the changes (regardless to the way we have notified of such changes), you agree to be bound by those changes whether or not you have had actual notice of, or have read, the relevant changes. If you do not agree to be bound by relevant changes, you should not continue to use the Website or the Poker Room any further.

#### **10. RESERVATION OF RIGHTS**

1. We reserve, at our sole discretion, the right to:
  1. refuse to register any applicant for registration on the Website or the Poker Room.
  2. refuse to accept any wager on the Poker Room;
  3. change, suspend, remove, modify or add any game or tournament on the Poker Room.
2. We reserve the right to make checks on you, including credit checks, with third party credit and financial institutions, in accordance with the information you have provided us with.
3. In the event of any dispute regarding a wager or winnings, our decision will be final and binding. We reserve the right to reasonably withhold any pay out or winning amount until the identity of the winning person is verified to our satisfaction in order to ensure that payment of the winning amount is being made to the correct person.
4. We may at any time disclose certain personal information of yours to third parties in accordance with our [Privacy Policy](http://www.mybet.com), which is set out in full at <http://www.mybet.com>.

5. In the event that we will suspect fraud or fraudulent activity on your part or any of your payments are charged back, we will have the right to withhold any pay-out or winning amounts due to you and if necessary, to lawfully collect any payments owed by you.
6. We may at any time without prior notice to you terminate your use of the Poker Room and block your Player Account if it considers that you are in breach of any of the terms and provisions of this Agreement or that you are otherwise acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse you for any of the funds in your Player Account.
7. We reserve the right, at our sole discretion, to offer and advertise from time to time promotions, bonuses or other special offers and each such offer will be subject to specific terms and conditions which will be valid for a limited period of time. In connection with the specific terms of the above promotions, bonus and special offers, we further reserve the right to withhold any withdrawal amount from your account which will be in excess of your original deposit. In addition, we reserve the right to withhold or otherwise decline or reverse any pay-out or winning amount or amend any policy in the event that we suspect that you are abusing or attempting to abuse any of the following: (i) bonuses; (ii) other promotions; or (iii) specific policy or rules determined in respect of an existing game or a new game.
8. We reserve the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, to any person without notice and you will be deemed to consent to such assignment.

#### 11. **TERM**

This agreement is effective from the moment of acceptance by clicking on the "I agree" button, and shall remain in force indefinitely unless terminated in accordance with clause 10.6. For the avoidance of doubt it is agreed that you are bound by this Agreement if you use the Poker Room or the Website or the Software in any way, including, but not limited to, initiating or making a deposit through your Account or submitting your deposit details to us.

#### 12. **GOVERNING LAW**

1. The construction, validity and performance of this agreement will be governed by **Malta** law. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief. The English language version of this Agreement will prevail over any other language version issued by us.
2. The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

#### 13. **NOTICES**

1. You agree to receive communications from us in an electronic form. Electronic communications may be posted on the pages within the Website and/or the messages/help files of your client application, and/or delivered to your e-mail address. All communications in either electronic or paper format will be considered to be in "writing" and to have been received no later than five business days after posting or dissemination, whether or not you have received or retrieved the Communication. We reserve the right, but assume no obligation, to provide communications in paper format.
2. Any notices required to be given in writing to us or any questions concerning this Agreement should be addressed to [support@mybet.com](mailto:support@mybet.com).