

## General Terms of Service

### DIGITAL CARD

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SELECTING “I ACCEPT” BECAUSE THEY SET FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE ECASH SERVICES, DEFINED BELOW, AND YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CREATES A CONTRACT BETWEEN YOU AND ECASH PTY LTD (“**AGREEMENT**”). IN THIS AGREEMENT, ANY REFERENCES TO “ECASH,” “WE,” “US,” OR “OUR” REFER TO ECASH PTY LTD. ANY REFERENCES IN THIS AGREEMENT TO “YOU” OR “YOUR” REFER TO YOU, AS THE PERSON OR ENTITY CONSENTING TO USE THE SERVICES.

## 1. GENERAL TERMS OF SERVICE

### 1.1. APPLICABILITY

We are the developer and provider of the ecash Digital Card (“**Services**”) for use at participating licensed gaming establishments (each, a “**Licensed Gaming Venue**”).

You wish to access and use the Services.

We agree to provide the Services to You subject to Your acceptance of this Agreement, without Your modification. This Agreement governs Your use of the Services which you will access using Your personal electronic device (Your “**Registered Device**”).

By entering into this Agreement, You agree to a legally binding contract between You and ecash, and therefore You agree to be bound to each of its terms and conditions. In addition, to continue to comply with any relevant regulatory requirements or otherwise, We may need to amend or change the terms of this Agreement. Where possible, We will give You reasonable notice of any amendments or changes to this Agreement (see clause 1.20 in respect of the publication of notice of any amendments or changes to this Agreement). Where We notify You of amendments or changes to the terms of this Agreement and You continue to access and use the Services, Your continued use of the Services after the effective date of those amendments or changes constitutes acceptance by You of those amended or changed terms and of the amended Agreement.

### 1.2. PRIVACY

Your use of the Services is subject to our Privacy Policy, which is available at <https://www.ecash.com/privacy-notice/>.

### 1.3. USE

**You hereby represent and warrant to ecash that:**

- You have all requisite authority to use the Services;
- Any information You submit to us is true, accurate, complete, and correct. You acknowledge and understand that if You provide false or misleading information in Your use of the Services, You may be subject to civil or criminal liability;
- You will not impersonate a real person or a brand or misrepresent who You are;

- You are 18 years of age or older. We reserve the right to refuse to provide you the Services if You are, or we suspect that you are, under the age of 18 or the legal age to participate in gaming conducted in the relevant Licensed Gaming Venue, whichever is the greater;
- You are entitled to participate in gambling at the Licensed Gaming Venue and have and will comply with all conditions of the Licensed Gaming Venue applicable to customers of the Licensed Gaming Venue who wish to participate in gambling
- You are physically located in New South Wales, Australia;
- You are of sound mind and capable of taking responsibility for Your actions and You can enter into a legally binding contract with Us;
- You are solely responsible for the acquisition, supply and maintenance of all of the computer equipment, and telecommunications networks, and internet needs to access the Services;
- You will not use the Services to plan or engage in any illegal, fraudulent, or manipulative activity;
- You will not disguise or interfere in any way with the internet protocol address of the computer or other device You are using to access the Services, or otherwise take steps to prevent Us from correctly identifying the actual IP address of the device You are using while accessing the Services;
- You will not attempt to gain unauthorised access to the Services, other accounts, computer systems, or networks under the control or responsibility of ecash through hacking, cracking, password mining, or any other unauthorised means;
- You acknowledge and understand that ecash is not responsible for Your wins or losses on games and sports wagers ;
- You agree that You will only use Your information when accessing or using the Services. and
- Your access and use of the Services is for Your own personal use only and You understand that it is a term of this Agreement that any personal “account” or “profile” which you create using any of the Services the may not be used by anyone other than You and may not be transferred to anyone else.

#### 1.4. SHARING OF INFORMATION

In order to provide You with the Services, We may disclose certain information about You to third-party entities, including Your bank and Our banks (as well as any other bank or payment services provider with whom We may have, or establish in future, a relationship) (collectively, “**Bank**”), Third-Party Connected Systems (defined below), card issuer(s), law enforcement or affected third-parties (including the Licensed Gaming Venue at which You access or use the Services) (collectively, “**Third-Parties**”).

Further, We may share Your information and the details of Your Service(s) activity, including any accounts You are associated with, if We believe doing so may prevent fraud, financial loss or a violation of law.

#### 1.5. THIRD-PARTY CONNECTED SYSTEMS

“**Third-Party Connected Systems**” vary by Licensed Gaming Venue, but generally mean one or more third-party systems, whether for gaming connection(s), retail purchases, loyalty verification, geolocation tracking, financial and cash access services, etc., that are connected to and support the Services. Except

as otherwise expressly provided in this Agreement, We do not control, and are not responsible or liable to You for, such features or any other Third-Party Connected Systems.

#### 1.6. USE OF YOUR LOCATION INFORMATION

You agree that We and the Licensed Gaming Venue may track and store information about Your physical location and the IP address and device used when You use the Services.

You agree that We, the Licensed Gaming Venue, and/or any of their respective service providers may have access to the location of Your Registered Device and may use the location of Your Registered Device for marketing purposes such as to provide You with information concerning events, products, services, and promotional offers (if opted-in), etc. We may also use location tracking access (in respect of the location of Your Registered Device) for non-marketing purposes such as improving the functionality of the Services. If You deny or reject any request for the location of Your Registered Device to be shared with Us or for Us to be granted location access in respect of Your Registered Device, You may not be able to access or receive some information available through the Services.

#### 1.7. RESPONSIBLE GAMING

You acknowledge and agree that We will take whatever action We consider is necessary for Us to comply with any relevant regulatory requirements and to ensure that any activity in a Licensed Gaming Venue takes place in accordance with whatever relevant rules may apply, including with respect to responsible gambling. This may include time delays which apply to transfers of funds facilitated by the Services.

#### 1.8. CONSENT TO ELECTRONIC DISCLOSURES

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU **CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, INCLUDING** THAT WE MAY PROVIDE YOU THE AGREEMENT AND ANY RELATED OR OTHER DISCLOSURES, NOTICES AND INFORMATION, AS WELL AS ANY INFORMATION AND DOCUMENTATION YOU PROVIDE US IN CONNECTION WITH THE AGREEMENT AND THE SERVICES WE PROVIDE (COLLECTIVELY, THE “**DISCLOSURES**”) ELECTRONICALLY. Disclosures include, but are not limited to:

- Updates to the terms and conditions of this Agreement;
- All rules, regulatory disclosures and notices related to this Agreement that may be required to be provided to You in writing;
- Our Privacy Policy;
- notices in relation to the Services or Your “account” or “profile” used to access the Services;
- Information regarding Your use of the Services, including Your account balance and Your account activity;
- Account statements, transaction authorisations, receipts, and transaction histories related to Your use of the Services;
- Notices and communications to You of the resolution of any error regarding the Services;
- Inquiries and notices to You about transactions or other use of the Services;

In order for You to retain copies of any communications from Us, You will need the ability to electronically store or print the communications from Your Registered Device. We may change this requirement from time to time.

You understand that Your consent to receiving Disclosures electronically from Us is a requirement of being able to access and use the Services and except as may be required by law, You do not have the option of requesting that We provide You with Disclosures in paper or other non-electronic form.

Each of You and Us collectively (“**the Parties**”) may communicate with each other through the Services and by using the e-mail addresses and telephone numbers each of the Parties provided to the other in connection with, and when using, the Services.

If You withdraw Your consent to receive the Disclosures electronically, You will not be allowed to access or use the Services and We will terminate Your access to the Services. This Agreement survive any termination of Your access to the Services. You may withdraw Your consent to receive the Disclosures electronically by e-mail to Us.

#### **1.9. CONSENT TO RECEIVE TEXT MESSAGES**

If You provide Us with Your mobile phone number, You consent to receive text messages at that number from Us or others acting on Our behalf.. You must keep Us informed of any change to Your telephone number(s), e-mail or mailing address or other contact information.

#### **1.10. HARDWARE AND SOFTWARE REQUIREMENTS**

You understand and agree that in order for You to access and retain copies of electronic records in connection with Your use of the Services, You will need access to hardware and software that is capable of accessing the Services (“**Hardware and Software Requirements**”). As at the date of this Agreement, the Hardware and Software Requirements include:

- A mobile device with Internet or mobile connectivity.
- For application-based access:
  - A recent device operating system that supports text messaging, downloading, and applications from the Apple App Store or Google Play store; and
  - The most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.
- Access to an email address.
- Sufficient storage space on your mobile device to save communications and/or a printer to print them.
- An active phone number.

You understand and agree that the Hardware and Software Requirements may change from time to time.

#### **1.11. REGISTERED DEVICE SECURITY OBLIGATIONS**

You are solely responsible for monitoring and securing Your Registered Device(s) used to access the Services. If You detect any suspicious activity in relation to Your Registered Device or Your account or profile used in connection with the Services, You must contact the Licensed Gaming Venue for assistance, without delay.

You are likewise solely responsible for maintaining the security of Your Registered Device(s) and the authentication credentials used in connection with the Services, including any PINs, passcodes, and/or

passwords saved or used on Your Registered Device(s) (collectively, Your “**Credentials**”). If You authorize or allow anyone else to use the account or profile which You use to access the Services (e.g., by providing the passcode to Your Registered Device, allowing a third-party to utilize Your Registered Device or otherwise providing any of Your Credentials to a third-party), or fail to lock Your Registered Device with a passcode, other persons may be able to use, make payments, transfers, or withdrawals from the Services and from any related accounts, and You will be responsible for all transactions made by such individuals.

To the extent permitted by law, We are not responsible for any lost or stolen Credentials, or transactions or transfers of funds made by anyone other than You who uses Your Credentials to access the Services.

You acknowledge and agree that You will:

- lock Your Registered Device with a passcode;
- always protect and keep Your PIN and passcodes confidential;
- not use any part of Your Licensed Gaming Venue player card number as Your PIN, or any other easily guessable number;
- not write Your PIN on Your Licensed Gaming Venue player card, store Your PIN together with Your Licensed Gaming Venue player card or share Your PIN or passcode with others; and
- always take care that others are not able to see You enter Your PIN or passcode to access Your Registered Device.

#### **1.12. INDEMNIFICATION**

To the extent permitted by law, You agree to indemnify, hold harmless, and (at Our request) defend each of ecash, any Licensed Gaming Venue, , and each of their respective related bodies corporate as that term is defined in the *Corporations Act 2001* (Cth), and Our and their respective employees, officers, directors, agents, and contractors from and against all claims, demands, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses, including reasonable solicitor’s fees on a client-solicitor basis, that arise from any third-party claim due to or arising out of: (i) Your access to or use of the Services; (ii) Your breach or alleged breach of this Agreement; (iii) Your violation of applicable law, including, but not limited to, infringement of third-party intellectual property rights in connection with Your access to or use of the Services; (iv) any action We take pursuant to Your instructions; or (v) Your other actions or omissions in connection with Your access to or use of the Services that result in liability to Us. Where allowed by law, We reserve the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify Us under this Agreement, and You agree to cooperate with Our defence of these claims.

#### **1.13. OWNERSHIP AND PROPRIETARY RIGHTS; LIMITED SOFTWARE LICENSE**

All right, title, and interest in and to the Services (collectively, the “**ecash IP**”), including any updates, upgrades, and modifications thereto, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights, belong solely and exclusively to Us and Our licensors, and, except as expressly set forth in this Agreement, We do not grant You any licences or other rights, express or implied, to the ecash IP. You acknowledge and agree that the ecash IP is protected by applicable copyright, trademark, and other intellectual property laws. All words and logos displayed in connection with the ecash IP that are marked by the ™ or ® symbols are trademarks and service marks of ecash and/or its related bodies corporate. The display of a third-party trademark in connection with the

ecash IP does not mean that We have any relationship with that third-party or that such third-party endorses the ecash IP.

Subject to this Agreement, We grant You a limited, revocable, personal, non-exclusive, and non-transferable right and license to access and use the ecash IP solely for Your personal, non-commercial purposes. Except as expressly provided by this Agreement or as otherwise expressly permitted by Us, You may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit the ecash IP in any form by any means.

Without limiting the foregoing, You agree not to (and not to allow any third-party to): (i) use any robot, spider, scraper, or other automatic or manual device, process, or means to access or copy the ecash IP; (ii) take any action that imposes or may impose (in Our reasonable opinion) an unreasonable or a disproportionately large load on the ecash IP or Our infrastructure; (iii) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the ecash IP; (iv) rent, lease, copy, provide access to, or sublicense any portion of the ecash IP to a third-party; (v) use any portion of the ecash IP to provide, or incorporate any portion of the ecash IP into, any product or service provided to a third-party; (vi) remove or obscure any proprietary or other notices contained in the ecash IP; or (vii) use the ecash IP for any illegal or unauthorized purpose.

Without limiting any of the other terms of this Agreement and except as otherwise expressly permitted by Us, You may not: (i) access or use any part of the ecash IP for any commercial purpose; (ii) access or use the ecash IP for any illegal purpose; (iii) modify or attempt to modify or in any way tamper with the ecash IP; (iv) access or use the ecash IP in a way that may infringe upon the intellectual property or other rights of any third-party, including, without limitation, trademark, copyright, privacy, or publicity rights; or (v) interfere with or disrupt networks connected to the ecash IP or violate the regulations, policies, or procedures of such networks.

#### **1.14. THIRD-PARTY SITES, APPS, AND OTHER AGREEMENTS**

**1.14.1** The Services may originate from, contain or direct You to websites or applications operated by the Licensed Gaming Venue (“**Application**”) or third-parties (“**Third-Party Sites**”), and You may be able to share information with Third-Party Sites through links provided to You through the Services. ecash is not the owner or operator of the Third-Party Sites, and We have not reviewed, and cannot review, all of the material, including goods or services, made available to You through Third-Party Sites. By allowing You to access or use any Third-Party Sites, We do not represent, warrant or imply that We endorse statements made therein, or goods or services made available to You or others on any Third-Party Sites. Materials accessed on or used through the Third-Party Sites may also be protected by copyright and other intellectual property laws. The terms of this Agreement do not apply to Third-Party Sites. You agree that it is Your sole responsibility to, before You access a Third-Party Site through links or other means provided on or through the Services, review the relevant Third-Party Site’s terms and conditions and privacy policy, and inform Yourself of the terms, policies and practices of the relevant Third-Party Site.

**1.14.2** Notwithstanding anything to the contrary in this Agreement, Your access to the Services may be subject to separate agreements, such as Your agreements with the Licensed Gaming Venue or providers of Third-Party Connected Systems You use, You agree to comply with such agreements in connection with Your access to and use of the Services. You further acknowledge and agree that We are not a party to

those agreements and are not responsible for those third-parties or any products or services provided by them to You.

#### **1.15. DISCLAIMERS**

**THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND, TO THE EXTENT PERMITTED BY LAW AND ALWAYS SUBJECT TO CLAUSE 1.16(B), THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK, INCLUDING THE RISK THAT YOU MAY LOSE MONEY.** ECASH WILL NOT BE LIABLE FOR ANY REFUND OR OTHER COMPENSATION ARISING FROM DISSATISFACTION WITH THE SERVICES. ALL PAYMENTS ARE FINAL UNLESS OTHERWISE REQUIRED BY LAW.

YOU HEREBY RELEASE ECASH, ITS EMPLOYEES AND AGENTS FROM ALL CLAIMS THAT YOU MAY HAVE AGAINST ANY OF THEM FOR OR IN CONNECTION WITH:

- i. INFORMATION DISCLOSED OR USED BY US;
- ii. YOUR ACCESS TO AND USE OF THE SERVICES;
- iii. YOUR ACCESS TO AND USE OF ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD-PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES; AND
- iv. LOSSES INCURRED BY YOU AS A RESULT OF DISPUTED TRANSACTIONS MADE USING THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW AND ALWAYS SUBJECT TO CLAUSE 1.16(B), THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**TO THE EXTENT PERMITTED BY LAW AND ALWAYS SUBJECT TO CLAUSE 1.16(B),** WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

#### **1.16. LIMITATION OF LIABILITY**

(A) TO THE FULLEST EXTENT PERMITTED BY LAW AND ALWAYS SUBJECT TO CLAUSE 1.16(B), ECASH, ANY GAMING ESTABLISHMENT (INCLUDING ANY LICENSED GAMING VENUE), AND BANK, INCLUDING THEIR AND OUR RESPECTIVE RELATED BODIES CORPORATE, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE FOR DAMAGES OR A REMEDY OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD-PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES.

WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW BUT ALWAYS SUBJECT TO CLAUSE 1.16(B), IN THE EVENT YOU OR ANY OTHER PERSON OR ENTITY IS ENTITLED TO DIRECT

DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES, THE COLLECTIVE LIABILITY OF ECASH, ANY LICENSED GAMING VENUE, AND BANK AND THEIR AND OUR RESPECTIVE RELATED BODIES CORPORATE, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONTRACTORS (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1000).

IN ADDITION TO AND WITHOUT LIMITING ANY OF THE FOREGOING AND ALWAYS SUBJECT TO CLAUSE 1.16(B), ECASH AND ANY GAMING ESTABLISHMENT (INCLUDING ANY LICENSED GAMING VENUE) OR BANK WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND OUR OR THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF TERRORISM, LABOR CONDITIONS, POWER FAILURES, INTERNET DISTURBANCES, OR ANY SERVICES OR SYSTEMS CONTROLLED BY THIRD PARTIES.

YOU AGREE THAT OUR TOTAL LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED YOUR AVERAGE CASH BALANCE RECORDED ON YOUR ACCOUNT OR PROFILE WHICH YOU USE TO ACCESS THE SERVICES DURING: (A) THE PREVIOUS SIX (6) MONTHS OR (B) THE FULL TERM OF THE ACCOUNT WHERE THAT ACCOUNT WAS CREATED LESS THAN SIX (6) MONTHS PRIOR TO THE DATE ON WHICH THE RELEVANT ACTION COMMENCED. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT OR PLAINTIFF. THE FOREGOING LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(B) WE DO NOT EXCLUDE, RESTRICT OR MODIFY ANY LIABILITY THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED, OR WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT, AS BETWEEN ECASH AND YOU BY LAW INCLUDING LIABILITY UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH). HOWEVER, WHERE SUCH STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH ECASH IS ENTITLED TO DO SO, OUR LIABILITY WILL BE LIMITED AT ITS OPTION TO:

- i. IN THE CASE OF A SUPPLY OF GOODS:
  1. THE REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS;
  2. THE PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS;
  3. THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR
  4. THE REPAIR OF THE GOODS; AND
- ii. IN THE CASE OF SERVICES:
  1. THE SUPPLY OF THE SERVICES AGAIN; OR
  2. THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

#### **1.17. ARBITRATION**

Any notice to Us must be sent via e-mail to: [legalnotices@everi.com](mailto:legalnotices@everi.com). Any notice ecash gives to You will be sent to the most recent e-mail address that You have provided Us in connection with Your use of the Services. It is Your responsibility to keep the e-mail address connected to Your use of the Services current and to regularly check Your e-mail account for e-mails from Us.

**1.17.1. Enforceability.** If any part of this Agreement is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of this Agreement, which shall remain valid and enforceable according to the remaining terms. No waiver of any breach or default of this Agreement shall

be deemed to be a waiver of any preceding or subsequent breach or default. The Parties agree that the Parties will submit to the non-exclusive jurisdiction of the Courts of New South Wales.

#### **1.18. THIRD-PARTY TRANSACTIONS USING THE SERVICES**

You acknowledge that any services, goods, or gaming activities You pay for or fund with the Services, or otherwise using Your Digital Account, are provided by the Licensed Gaming Venue, other authorised merchant(s), or Third-Party Connected System provider(s), and not by Us. If You have a dispute related to services or goods provided by those entities, You must agitate such dispute with those entities, as applicable, and not against Us. You acknowledge and agree that We are not liable to You for any refund or other compensation arising from Your dissatisfaction with those parties. All payments made by You using the Services are final unless otherwise required by law.

#### **1.19. GOVERNING LAW; JURISDICTION**

This Agreement will be governed by and interpreted in accordance with the laws of New South Wales and, to the extent applicable, the laws of the Commonwealth of Australia. You consent and submit to the non-exclusive jurisdiction of the courts of New South Wales with respect to all controversies arising out of or in connection with Your access to and use of the Services and this Agreement.

#### **1.20. ENTIRE AGREEMENT**

To the fullest extent permitted by law, this Agreement represents the complete and final agreement between You and Us regarding the subject matter hereof and supersedes any and all prior agreements between You and Us relating to the Services. You understand and agree to be bound by this Agreement as it may be amended from time to time.

You agree and acknowledge that We may amend this Agreement at any time, in Our sole and complete discretion, by (a) sending You an email notifying You of the amendments, and/or (b) publishing the amended Agreement any place through which You access the Services. Any amendment to this Agreement will take effect on the day of first publication at any place through which You access the Services. If any amendment is unacceptable to You, Your only recourse is to terminate use of the Services. Your continued access or use of the Services following notification (as provided herein) of any amendment(s) will be deemed binding acceptance of this Agreement as amended. It is Your sole responsibility to review this Agreement and any amendments each time You use the Services.

Where possible, We will give you reasonable notice of amendments to the terms of this Agreement.

#### **1.21. NO ASSIGNMENT AND WAIVER**

This Agreement and any rights or obligations hereunder may not be sold, transferred, or assigned by You without Our prior written consent, but, to the fullest extent permitted by law, may be sold, transferred, or assigned by Us in whole or in part without restriction and without Your prior consent. Where possible, We will give You reasonable notice of the sale, assignment or transfer of Our rights or Obligations under this Agreement.

Any attempted sale, transfer, or assignment by You of Your rights or obligations under this Agreement without Our prior written consent will be null and void.

No agency, joint venture, partnership, trust, or employment relationship is created between You and Us by way of this Agreement.

Any failure by Us to at any time, enforce any of the provisions of this Agreement, exercise any election or option provided herein, require Your performance of any of the provisions herein, or enforce Our rights under this Agreement or applicable law will not in any way be construed as a waiver of such provisions or rights.

#### **1.22. SECTION HEADINGS**

The section headings used herein are for convenience only and will not be given any legal import.

#### **1.23. NOTICES**

We may provide notices to You through the Services, by posting them on Our website, or by sending them to an email address or street address that You previously provided to Us. Notices sent through the Services will be considered received the next time You use the Services. Website and email notices shall be considered received by You within 24 hours of the time posted or sent by Us; notices by postal mail shall be considered received within three (3) business days of the date posted by Us.

## DIGITAL CARD

The eCash Digital Card ("**Digital Card**") allows You to store your Venue Players Card digitally and transfer funds from Your venue wagering account for use in on gaming and cash redemption devices within that venue .

### 2.1. REGISTERING FOR AN ®DIGITAL CARD ACCOUNT

**2.1.1 Verifying Your identity.** eCash, its related bodies corporate and relevant Third Parties may be required by law to obtain, verify, and record information that identifies each person who opens a Digital Card user account ("**Digital Card Account**") and to comply with certain reporting requirements in relation to transactions conducted through or using the Digital Card. For Your and the Licensed Gaming Venue's protection, We may require certain additional information to confirm that We are transacting with You. To create and maintain a Digital Card Account, We require information including Your full name, date of birth, mailing address, mobile phone number, email address, a valid Licensed Gaming Venue issued player's club account number for the Licensed Gaming Venue offering Digital Card Services (a "**Licensed Gaming Venue Players Card**"), and such other information to allow Us to identify You such as a valid state driver's license or other valid government identifying documents. Licensed Gaming Venues may require additional information to authenticate Your identity.

**2.1.2 Use at Licensed Gaming Venue.** The Digital Card Account may only be accessed and used in conjunction with the Licensed Gaming Venue offering the Digital Card Services at certain authorized locations designated by the Licensed Gaming Venue, as updated from time to time.

### CLOSING YOUR E WALLET® ACCOUNT.

Subject to Our rights regarding any pending transactions, and as otherwise set forth in this Agreement, You may deactivate Your Digital Card Account either by requesting to deactivate Your Digital Card Account at the Licensed Gaming Venue or by contacting the Licensed Gaming Venue by telephone. Please note, upon deactivating Your Digital Card Account You will lose all access to Your Digital Card Account, including the ability to view historic Digital Card Account activity.

### 2.2. FEES

There is no fee for enrolling or maintaining a Digital Card account.

We reserve the right to charge or add fees for the use of the Services in the future at Our sole discretion at any time.. Where we determine that we will charge, change or add fees for the use of the Services, we will endeavour, where possible, to give you reasonable notice of that change where possible. However, You acknowledge and agree that, in certain instances, We may not give You advance notice if We need to make that change immediately in order to comply with any relevant applicable law, to maintain or restore the security of the Services. If any such change will not be temporary and disclosure to You of that change would not jeopardise the security of the Services, We will provide notice to You within 30 days after making the change or as otherwise required by applicable law.

The Licensed Gaming Venue may likewise reserve the right to charge a fee for specific Transactions, including but not limited to when they offer additional ways to withdraw funds. If a fee is added by the Licensed Gaming Venue to a transaction, You will be required to acknowledge and approve the total transaction amount including any and all fees. Please note that in some cases that it may be necessary to process a second Transaction for any associated fees.

### **2.3. OUR RIGHT TO SUSPEND OR TERMINATE YOUR USE**

We reserve the right to limit, suspend, or terminate Your use of the Digital Card or any Services, place Your funds in reserve, or take other account-level or transaction-level actions, including suspending or closing Your Digital Card Account for any reason, including, without limitation: (i) to protect the security and integrity of the Services, Your Digital Card Account, or the Licensed Gaming Venue or any Connected System and their accounts; (ii) the inability to debit or collect funds from any account You designate in connection with Digital Card; (iii) if You breach this Agreement or any other agreement with Us regarding Digital Card, including, without limitation, by using Digital Card for any unlawful purposes; (iv) We have reason to believe there has been or may be an unauthorized use of Your Digital Card Account; (v) We are unable to verify Your identity or authority to use Digital Card to Our satisfaction; (vi) Your Digital Card Account is not in good standing; (vii) We believe that Your use of Digital Card could expose Us, Licensed Gaming Venue, or other persons involved in providing the Digital Card Services to increased risk or be placed in a false or derogatory light; (viii) Your Licensed Gaming Venue player card is suspended or terminated for any reason or ceases to be in good standing with Licensed Gaming Venue; (ix) We have reason to believe that You are using the Digital Card Services to facilitate, encourage, or promote illegal activity, hate, violence, intolerance, fraud, or otherwise objectionable content or activities; (x) You have requested Us to prohibit transactions from one or more of Your accounts through the responsible gaming legislation; (xi) if We believe doing so may prevent a financial loss; or (xii) We believe You may be engaging in, or have engaged in fraudulent, illegal, or illicit activity through Your use of Digital Card. Our election to exercise the foregoing right to suspend or terminate Your access to and use of Digital Card is in addition to any other right or remedy that We may have under this Agreement or otherwise. We may also report the activity to authorities, and commence, participate in, or assist any investigation into the activity leading up to such suspension or termination. Our decisions may be based on confidential criteria that are essential to Our operation of the Digital Card, management of risk, and protection of Licensed Gaming Venue and Bank. We may use proprietary fraud and risk modeling when assessing the risk associated with Your use of Digital Card. You understand and agree that such action is reasonable for Us to take in order to protect Us from loss and ensure the security of Digital Card. We reserve the right in Our sole discretion to grant or deny reinstatement of all or any part of Your use of Digital Card. We may also cancel any Cash Balance accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior, or in violation of this Agreement.

Where We determine that We will limit, suspend or terminate Your use of the Digital Card or Services, We will give you reasonable notice except where, in Our reasonable opinion, any of Your conduct, whether alleged or actual, warrants immediate limitation, suspension or termination of Your use of the Digital Card or Services or we are otherwise required by law, statute, a regulator or any other relevant third party to take that action.

### **2.4. UNLAWFUL OR IMPROPER USE**

If We determine that any gaming-related transactions or transfers were unlawfully conducted using Your Digital Card Account, We may close Your Digital Card Account at Our sole discretion.

## **2.5. ABANDONED PROPERTY/UNCLAIMED MONEY**

If there is no activity in Your Digital Card Account for a period of one (1) year, We may close Your Digital Card Account.

You acknowledge and agree that We or the Licensed Gaming Venue will deal with all unclaimed monies in respect to the Digital Card Account in accordance with clause 114 of the Gaming Machines Regulation 2010 (NSW) and the Unclaimed Money Act 1995 (NSW).

## **2.6. ERROR RESOLUTION**

All transactions and Connected System transfers through the Digital Card Services will be displayed in Your Digital Card Account history. It is Your responsibility to contact the Licensed Gaming Venue if You believe an error or unauthorised transaction has occurred.

You are required to notify the Licensed Gaming Venue as soon as possible if You think Your transaction confirmation or Digital Card Account history is wrong or if You need more information about a transaction or Connected System transfer listed on the confirmation or account history.

If You discover an error with Your Digital Card Account, contact the Licensed Gaming Venue without delay. You must contact the Licensed Gaming Venue directly to notify Us of errors. You agree that any unauthorised use by a person to whom You have given authority to use Your Credentials or to whom You have otherwise provided Your Credentials does not constitute an error, and that You will be liable for all such uses by such person.

An “error” means the following:

- When money is either incorrectly taken from Your Digital Card Account or incorrectly placed into Your Digital Card Account.
- When a transaction or Connected System transfer is incorrectly recorded in Your Digital Card Account.
- You request a transaction or Connected System transfer, and an incorrect amount is debited from or credited to the applicable account enrolled to Your Digital Card Account.
- A transaction or Connected System transfer is missing from or not properly identified in Your Digital Card Account transaction history.
- We make a computational or mathematical error related to Your Digital Card Account.
- Any other action or omission that results in an incorrect balance in Your Digital Card account.

If You believe that an unauthorised or otherwise problematic transaction or transfer has taken place via Your Digital Card Account, You agree to notify the Licensed Gaming Venue immediately, so that they may take action to prevent financial loss. Unless You submit the claim to the Licensed Gaming Venue within 60 days after the transaction or transfer, You will have waived, to the fullest extent permitted by law, all claims against Us and the Licensed Gaming Venue arising out of or otherwise related to the transaction.