

CIRCA | SPORTS™
MOBILE WAGERING ACCOUNT AND MOBILE APPLICATION
TERMS OF SERVICE

These Terms of Service ("**Terms**") are a binding agreement between you ("**you**") and Golden Gate Casino, LLC, a Nevada limited liability company doing business as the Golden Gate Hotel & Casino ("**Company**"). These Terms govern your mobile wagering account through Company ("**Wagering Account**") and your use of the Circa | Sports™ mobile application (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY OPENING A WAGERING ACCOUNT, CLICKING THE "AGREE" BUTTON OR DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE 21 YEARS OF AGE OR OLDER; AND (C) ACCEPT THESE TERMS, AS WELL AS COMPANY'S PRIVACY POLICY LOCATED AT CircaSports.com, APPLICABLE HOUSE RULES AND ANY SPECIAL RULES THAT MAY APPLY TO ANY PROMOTION, CONTEST OR EVENT IN WHICH YOU MAY PARTICIPATE, AND AGREE THAT YOU ARE LEGALLY BOUND BY SAME. IF YOU DO NOT AGREE TO THE FOREGOING OR THESE TERMS, DO NOT OPEN A WAGERING ACCOUNT OR DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

WAGERING ACCOUNT

1. Opening a Wagering Account. To open a Wagering Account, you must be 21 years of age or older, be a member of Company's Club One™ and appear in person before a representative of Company located inside its facility at 1 Fremont Street, Las Vegas, Nevada 89101 or such other facility as may be approved by Company from time to time (each, a "**Company Approved Facility**") to complete the applicable Wagering Account application. Unless otherwise authorized by Company, Wagering Accounts may only be used by the person named on such application and agents or other representatives are not permitted. As part of the application process, you may be required to provide a valid governmental issued photo identification and complete certain Internal Revenue Service forms. It is a condition of your access to and use of your Wagering Account and the Application that all information you provide in connection with the application process or otherwise is correct, current and complete. For clarity, you are expressly prohibited from applying for a Wagering Account anonymously or with use of a fictitious name. You hereby consent to Company verifying your registration details to confirm that you are of appropriate legal age and have otherwise provided correct, current and complete information. In opening your Wagering Account, you understand and accept the risk that you may lose money and you represent and warrant that you are the rightful owner of the money deposited in your Wagering Account.

2. Wagering Account Deposits, Withdrawals and Wagers. Deposits into your Wagering Account, as well as all withdrawals, must be made either (a) through the Application or (b) in person at a Company Approved Facility during normal business hours. A minimum deposit of \$50.00 must be made to open your Wagering Account, and all deposits to your Wagering Account thereafter must be at least \$20.00. All Wagering Account deposits must be made in cash or such other form as the Company may approve, and Wagering Account withdrawals shall be in cash or such other form as you and the Company may agree. No interest shall accrue on deposited funds. Company shall make a voice, print, electronic or other approved record of each of your wagers and shall not accept a wager if Company's recording system is inoperable. You are responsible for all wagers placed from your Wagering Account, and a Wagering Account wager will not be accepted if its total value exceeds your Wagering Account balance. All odds are subject to change and Company reserves the right to refuse any wager or delete or limit any selections prior to the acceptance of the wagers. You acknowledge and agree that a wager placed through your Wagering Account is binding on you and Company only when the Application displays "Bet accepted," after which such wager cannot be cancelled. Wagers will be deducted directly from your Wagering

Account balance, and winnings from wagers will be credited directly to your Wagering Account. Company's record of your confirmation of all wagers shall be deemed to be the transaction of record, and such records shall be made available to the Board (as defined below) upon request.

3. Geographic Restrictions and Time Limitations. You are prohibited from making any wager through your Wagering Account from outside the State of Nevada. Wagers will only be accepted during Circa | Sports' operating hours, which may be adjusted from time to time by Company in its sole discretion.

4. Taxes. Winnings are taxed in accordance with the requirements of applicable taxing authorities, including, without limitation, the Internal Revenue Service. You are responsible for all applicable taxes, and winnings will not be released to your Wagering Account until all applicable tax forms are completed and received by Company.

5. Closing Your Wagering Account. Your Wagering Account will automatically close after 16 months unless you place a wager from it during such period or otherwise renew your Wagering Account for an additional 16-month period by completing a Company renewal application. You may also close your Wagering Account at any time by completing applicable Company Wagering Account closing documentation. When your Wagering Account is closed for any reason, Company shall immediately return its balance to you, subject to compliance with applicable law and regulations and Company's house rules, by sending a check to your address of record or using such other method as Company deems reasonable.

6. Reservation of Rights. Company reserves the right, in its sole discretion but only to the extent permitted by applicable law and regulations, to refuse the establishment or maintenance of your Wagering Account for what it deems good and sufficient reason; to refuse to accept all or part of any wager made through your Wagering Account for what it deems good and sufficient reason; to limit deposits to your Wagering Account for what it deems good and sufficient reason; refuse to accept all or part of any deposits made to your Wagering Account for what it deems good and sufficient reason; cease the offering of Company's Wagering Account system altogether; suspend your Wagering Account at any time, subject to these Terms; unless there is a pending Board (defined below) investigation or other dispute with you, close your Wagering Account at any time, subject to these Terms; or declare that any or all wagers will no longer be received.

7. Statements of Account and Other Policies. Upon your reasonable request and consistent with Company's internal control policies, Company shall provide you with a statement of account showing each of your Wagering Account deposits, withdrawals, credits and debits made during the time period reported by the account statement. Further, Company shall disclose to you its policy regarding the acceptance of personal checks, cashier's checks, wire transfers, money orders, debit instruments, credit cards and electronic transfers of money.

8. Company's Confidentiality Obligations. Except as otherwise contemplated in these Terms or Company's Privacy Policy, Company shall keep confidential the following: (a) the amount of money credited to, debited from or present in your Wagering Account; (b) the amount of money wagered by you on any game or gaming device; (c) the account number and secure personal identification method that identifies you; (d) the identities of particular entries on which you are wagering or have wagered; and (e) the name, address and other information in Company's possession that would identify you to anyone other than Company or the Board (as defined below). Notwithstanding the foregoing, Company: (f) shall share the information described in this Section with the Board (as defined below), financial institutions participating in a program established in accordance with Section 314(b) of the USA Patriot Act, and as otherwise required by applicable law; and (g) may share the information described in this Section with any licensed affiliate, a person who has been issued a nonrestricted license for an establishment where Company operates a race book or sports pool, and as otherwise authorized by you.

APPLICATION

1. License Grant. Subject to these Terms, Company grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with these Terms and the Application's documentation. You shall not: (a) copy the Application, except as expressly permitted by these Terms; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; (g) access or use the Application for any illegal purpose or in violation of any law or regulation; (h) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Wagering Account of other users; (i) interfere with, overload, flood, crash or disrupt the Application; (j) use any automated tool which in the Company's opinion is designed among other things to provide assistance in placing wagers; or (k) attempt to gain unauthorized access to the Application, the servers on which the Application is stored or any server, computer or database connected to the Application.

2. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under these Terms, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

3. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application, including, without limitation, your real-time geographic location. If you adjust or turn off your Mobile Device's location services settings, you will not be able to use the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy, which can be found at CircaSports.com. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with these Terms and the Privacy Policy.

4. Geographic Restrictions. Company and the Application are based in the state of Nevada in the United States and the Application is provided for access and use only by persons located in the state of Nevada. You acknowledge that Company may collect information about your location, the location of your Mobile Device and other location and access characteristics; Company may prohibit your access to and/or use of the Application if any such information suggests, in Company's sole discretion, that you are located outside the state of Nevada at such time; you may not be able to access all or some of the content

and services offered through the Application outside of the state of Nevada; and access thereto may not be legal by certain persons or in certain states or countries. You are solely responsible for compliance, and shall comply, with all applicable laws.

5. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of these Terms.

6. Third-Party Materials and Other Information. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Without limiting the generality of the foregoing, all statistics and other information provided through the Application are unofficial and offered for informational purposes only. Company shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Application and shall not be responsible or liable for any error or omissions in same.

GENERAL

1. Changes to Terms. Company may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when Company posts them. Your continued use of your Wagering Account and/or Application following the posting of revised Terms means that you accept and agree to the changes. You are expected to check for updated Terms each time you access your Wagering Account and/or the Application so that you are aware of any changes, as they are binding on you.

2. User Credentials. If you choose or are provided with a user name, password or any other piece of information as part of Company's security procedures in connection with your Wagering Account or the Application, you must treat such information as confidential and you must not disclose it to any other person or entity. You also acknowledge that, unless otherwise authorized by Company, your Wagering Account is personal to you and you agree not to provide any other person with access to your Wagering Account using your user name, password or other security information. You agree to notify Company immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Company has the right to disable any user name, password, or other identifier, whether chosen by you or provided by Company,

at any time in its sole discretion for any or no reason, including if, in Company's opinion, you have violated any of these Terms.

3. Term and Termination. The term of this agreement commences when you open a Wagering Account, download or install the Application or acknowledge acceptance of these Terms, whichever occurs first, and will continue in effect until terminated by you or Company as set forth in these Terms. You may terminate this agreement by closing your Wagering Account and deleting the Application and all copies thereof from your Mobile Device. Company may terminate this agreement and/or the licenses granted to you hereunder at any time without notice if it ceases its offering of Wagering Accounts or its support of the Application, which Company may do in its sole discretion. In addition, this agreement and the licenses granted to you hereunder will terminate immediately and automatically without any notice if you violate any of these Terms. Upon termination, all rights granted to you under these Terms will also terminate; and you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account. Termination will not limit any of Company's rights or remedies at law or in equity. The provisions of this agreement that, by their nature, survive its expiration or termination shall so survive.

4. Third-Party Fees. Company is not responsible for any third party fees incurred by you in connection with your activities hereunder, including, without limitation, those relating to cell phone or data usage, text messages, remote access and overages.

5. Legal Compliance. You hereby understand, agree and consent to the collection of any and all information required to be collected, or that may be collected, by Company in accordance with the Nevada Gaming Laws (as defined below), Company's house rules, Company's procedures, the Bank Secrecy Act, FinCEN requirements, and/or other applicable laws, which information may include, without limitation, your identity, personal information, geographic location, wagers, wagering history, tax identification number(s), financial information, wagering patterns and/or Application access (regardless of whether any wager is actually placed) (collectively, "**Patron Data**"). You hereby consent to, and release Company and its related persons and entities from all claims, liabilities and damages relating to (and covenant not to sue Company or its related persons or entities in relation to), the disclosure at any time, and from time to time, of Patron Data without notice to you to the Nevada Gaming Authorities (as defined below), financial institutions, state and federal law enforcement agencies (including, without limitation, FinCEN), the Internal Revenue Service, wagering service providers, wagering integrity service providers, and/or other third parties as may be necessary or appropriate, as determined in Company's sole discretion, for Company to perform its compliance functions. For purposes of these Terms, "**Nevada Gaming Laws**" means all laws pursuant to which any Nevada Gaming Authority possesses regulatory, licensing or permit authority over gaming within the State of Nevada, including, without limitation, the Nevada Gaming Control Act, as codified in Chapter 463 of the Nevada Revised Statutes, as amended from time to time, and the regulations of the Nevada Gaming Commission promulgated thereunder, as amended from time to time; and "**Nevada Gaming Authorities**" means the Nevada Gaming Commission, the Nevada Gaming Control Board and all other state and local regulatory and licensing bodies with authority over gaming in the State of Nevada and its political subdivisions.

6. House Rules. You hereby agree to abide by Company's house rules as available through the Application or, upon your request, in printed form on-site at Company. Such house rules apply to your Wagering Account. In the event of a discrepancy between the printed house rules and the house rules available through the Application, the house rules available through the Application shall control.

7. Disclaimer of Warranties. THE WAGERING ACCOUNTS AND APPLICATIONS ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW,

COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WAGERING ACCOUNTS AND APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WAGERING ACCOUNTS OR APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WAGERING ACCOUNTS OR APPLICATION OR THE RELATED CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, managers, members, employees, agents, affiliates, licensors, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Wagering Accounts or Application or your breach of these Terms, including but not limited to the content you submit or make available through the Application. In addition to any other remedy available to the Company, your winnings may be forfeited at the discretion of the Company and in compliance with applicable laws and regulations if you breach these Terms.

10. Feedback. By submitting ideas, feedback, suggestions, documents or proposals (collectively, "**Feedback**") to Company, you acknowledge and agree that your Feedback does not contain your confidential or proprietary information; Company is under no obligation of confidentiality, express or implied, with respect to your Feedback; Company shall be entitled to use or disclose such Feedback for any purpose and in any manner; and you are not entitled to any compensation or reimbursement of any kind from Company, under any circumstances, relating to such Feedback.

11. Severability. If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

12. Dispute Resolution; Governing Law. You may dispute any transaction with respect to your Wagering Account in accordance with NGC Regulation 7A. To the extent not in express conflict with NGC Regulation 7A, you hereby agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with these Terms or your wagers, or any winnings or any losses, shall be resolved individually without resort to any form of class action; and (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees. If any dispute is less than \$500 in estimated value (as determined by claimed winnings or losses), you have the right to request an investigation by the Nevada Gaming Control Board (the "**Board**"). If any dispute is at least \$500 in estimated value (as determined by claimed winnings or losses), you must notify the Board of the dispute regardless of whether it is resolved between you and Company without Board involvement. You agree that wagering disputes shall be resolved exclusively pursuant to the provisions of the Nevada Gaming Laws and may be resolved pursuant to a regulatory decision set forth in NRS 463.362. To the extent that the provisions of the Nevada Gaming Laws do not apply or any regulatory decision is appealed by you, you consent to the exclusive jurisdiction of the state and federal courts sitting in Clark County, Nevada, USA. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. These Terms are governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule.

13. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE WAGERING ACCOUNTS OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. Entire Agreement. These Terms and our Privacy Policy constitute the entire agreement between you and Company with respect to the subject matter hereof and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to same.

15. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.