

## **WEBSITE TERMS OF USE**

1) **Definitions.** In these Website Terms of Use “we”, “our” and “us” means AGS LLC (“AGS”), a Delaware corporation. “You” and “your” means a user of the website at [www.playags.com](http://www.playags.com) (the “Website”) and its subdomains.

2) **Acceptance of Terms of Use.** Please read these terms carefully before using the Website or AGS’ affiliates’ websites (together the “Site”). By accessing and using the Site you indicate your acknowledgment and acceptance of these terms and conditions, which constitute a legal agreement between you and AGS and its related affiliates. If you do not agree to accept and abide by these Website Terms of Use, do not use the Site. AGS reserves the right to revise or modify the Site or these Website Terms of Use at any time and without notice. Any modification to the Website Terms of Use will be effective upon posting. Your continued use of the Site after any revision or modification shall constitute your acceptance of the revised Website Terms of Use.

3) **Intellectual Property.** All content included on or used by or on behalf of AGS in conjunction with the Site, such as works of authorship, text, graphics, logos, photos, button icons, images, audio clips, video clips, animations, digital downloads, data compilations, and software, any improvements or modifications to such content, any derivative works based thereon (“AGS Materials”), and the collection, arrangement and assembly of all content on the Site is the property of AGS, its content suppliers, or other licensors, and are protected by United States and international copyright and other intellectual property laws.

The trademarks displayed on the Site are the registered and unregistered trademarks of AGS, its subsidiaries or third parties in the United States and other countries. You may not use AGS’ trademarks or trade dress in connection with any product or service without AGS’ express written permission and, without limiting the generality of the foregoing, you may not use any AGS trademark or trade dress in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits AGS. All trademarks not owned by AGS or its subsidiaries that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by AGS or its subsidiaries. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Site without the express written permission of the owner thereof. You may not use any meta tags or any other “hidden text” utilizing AGS’ name or trademarks without the express written consent of AGS.

3) **License to Use.** Subject to these Terms of Use, AGS grants you a personal, limited, non-exclusive, non-transferable, revocable license to access and use the Site solely for your personal and non-commercial purposes. Accordingly, you may view, display, download and print information, AGS Materials and other aspects of the Site provided you are doing so in accordance with the limitations of this license. Except for the limited license provided herein, you do not acquire any ownership interest, express or implied, under any patents, trademarks, copyrights, or trade secret information made available on or through the Site, or AGS Materials. You may not use, copy, reproduce, duplicate, modify, edit, publish, upload, post, demonstrate, sell, transmit, distribute, reverse engineer, reverse-assemble, reverse compile or otherwise engage in any similar activities with part or all of the AGS Materials or other elements of the Site in any way without AGS’ express prior written permission. Subject to the preceding sentence, AGS authorizes you to view, display, download and print AGS Materials and other aspects of the Site subject to the following conditions:

- a) AGS Materials may be used solely for internal purposes and may not be used to commercialize or market any product or service (other than an AGS product or service) without our express written consent;

4) **Your Conduct on the Site.** By accessing the Site, you agree not to:

- a) Upload software or programs contaminated with a computer virus, time bomb, worm, Trojan horse or other contaminating or destructive feature.
- b) Upload or transmit any information that infringes or otherwise violates any copyright, patent, trademark, trade secret or other proprietary right of any third party.
- c) Upload or transmit any information that is grossly offensive, including blatant expressions of bigotry, racism, abusiveness, vulgarity or profanity;
- d) Upload or transmit information that is defamatory, libelous, or is unlawfully threatening.
- e) Upload or transmit information that is pornographic, obscene or exploitative of a minor.
- f) Upload or transmit information that by its disclosure violates any agreement or other obligation to which you are bound.
- g) Interfere with others' use of or access to the Site, or to gain unauthorized access to the account or computer system of any other user.
- h) Use a false e-mail address, impersonate any person or entity, or otherwise attempt to mislead as to the origin of any communication which originates through the Site.
- i) Interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about other Site users;
- j) Use the Site for commercial solicitation, mass mailings, chain letters, or any form of "spam."
- k) Use any spider, robot, or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site.
- l) Collect and use any product listings, descriptions, or prices for commercial purposes.
- m) Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- n) Engage in activities which cause any disadvantage or damage to AGS or others.

- o) Engage in activities that violate applicable laws, decrees or ordinances.
- p) Engage in activities that AGS deems inappropriate.

**5) Electronic Communications: Passwords.** When visiting the Site or submitting e-mails to AGS, you hereby consent to receive communications from AGS electronically. AGS will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you by AGS electronically satisfy any legal requirement that such communications be in writing. Certain parts of the Site may require you to register information and create passwords with AGS as a condition of access to portions of the Site. You must supply accurate and truthful information when requested by AGS. If you misuse passwords or attempt to access restricted areas of the Site without authorization, you may have your password access withdrawn and may be subject to civil liability and criminal prosecution. You are responsible to maintain the confidentiality of your username and/or password and agree and understand that you will be responsible for activities under your username and/or password. AGS and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

**6) Submission of Suggestions.** It is AGS' policy not to solicit any suggestions, ideas, or other proposals concerning our products and/or services or future products and/or services from third parties. However, in limited circumstances AGS does accept certain new ideas from the public, subject to the following terms and conditions:

- a) Ideas are accepted on a non-confidential basis and AGS may discuss ideas with any person;
- b) AGS is not obliged to review any ideas and may reject an idea without cause;
- c) AGS is not obliged to respond to any submissions;
- d) The submission of an idea does not create a legal relationship between yourself and AGS;
- e) You acknowledge and agree that AGS' own internal research and development team may have already, or may in the future, independently develop the same or a similar idea.

AGS encourages you to seek independent legal advice prior to submitting an idea to AGS. Failure to seek such legal advice may destroy potentially valuable rights in the idea. If AGS decides that to evaluate a new idea pursuant to this policy, you may be asked to enter into a separate agreement with AGS which will supersede these terms.

**7) User Materials.** By submitting any material, comments, reviews, communications, or other contents ("User Materials") to the Site, for good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, you hereby grant to AGS and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Materials throughout the world in any manner or media. You acknowledge and agree that any of your submissions are non-confidential and AGS shall have no obligation to maintain the confidentiality of User Materials, in whatever form, contained in any submission. AGS reserves the right (but not the obligation) to remove or edit any User Materials.

By submitting User Materials to the Site, you represent and warrant to AGS (i) that your submission is in accord with these Terms of Use, (ii) that you have the full legal right, power and authority to grant to AGS the license provided for herein, that you own or control the complete exhibition and other rights to the User Materials you submitted, (iii) that neither the User Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity, and (iv) that you will indemnify AGS for all claims resulting from User Materials you post or submit.

By using the Site you further acknowledge and agree that you are solely responsible for anything contained in your submissions, message board and/or chat sessions. AGS does not verify, endorse or otherwise vouch for the contents of any submission, message board, chat room and/or other facilities or functionality of the Site. You may be held legally liable for the contents of your submissions, message board and chat sessions, and may be held legally liable if your submissions or chat sessions include material protected by copyright, trademark, patent or trade secret law or other proprietary right without permission of the author or owner, or any defamatory comments.

User submissions to the Site do not represent the views of AGS, or any individual associated with AGS or the Site. By making a submission to the Site, you agree that you will not in any way represent or suggest, directly or indirectly, that AGS or the Site endorses your submissions. AGS does not take any responsibility or assume any liability for any actions you may take as a result of reading user published content on the Site. Through your use of the Site, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. By using the Site, you assume all associated risks.

**8) Privacy Policy.** The Site is governed by our Privacy Policy (<http://ags-llc.net/pdfs/privacy.pdf>), the terms of which are incorporated by reference, which is also posted on the Site.

**9) Links.** AGS may provide hyperlinks on the Site that link to other websites. If you link to these other sites, you will leave the Site and do so at your own risk. AGS provides no warranty or representation regarding any linked websites, or the information appearing on such linked sites. The links do not imply that AGS sponsors, endorses, is otherwise affiliated or associated with such linked sites, or that you are legally authorized to use any trademark, trade name, logo or copyright symbol appearing on such linked sites.

AGS prohibits caching unauthorized hypertext links to the Site, or the framing of any AGS Materials available through or on the Site. As such, AGS reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for AGS Materials available on any other website linked to the Site. You should be aware that linked sites may contain rules and regulations, privacy policies, confidentiality policies, and other provisions that differ from the provisions of the Site. AGS is not responsible for such policies and expressly disclaims any and all liability related to such policies.

**10) Warranties and Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN PARTICULAR, AGS CANNOT REPRESENT AND WARRANT TO YOU THAT (i) YOUR USE OF THE SITE, AGS MATERIALS, OR SERVICES WILL MEET YOUR REQUIREMENTS, (ii) YOUR USE OF THE SITE, AGS MATERIALS, OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE, AGS MATERIALS, OR SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITE, OR AGS MATERIALS, WILL BE CORRECT, (v) AGS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE AGS MATERIALS OR ANY OPINION, ADVICE OR STATEMENT DISPLAYED ON THE SITE, AND (vi) THAT THE SITE AND/OR THE COMPUTER SERVER FROM WHICH THE SITE IS MADE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AGS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SITE, SERVICES, NON-INFRINGEMENT, TITLE OR ACCURACY. AGS DOES NOT WARRANT THAT THE SITE, ITS SERVICES OR E-MAIL SENT FROM AGS ARE FREE OF ERRORS, DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS. AGS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. ANY INFORMATION, SOFTWARE, SERVICE OR OTHER ITEM ON THE SITE WHICH MAY BE DOWNLOADED ARE OFFERED IN DOWNLOADED CONDITION ONLY.

YOU ALSO ACKNOWLEDGE AND AGREE THAT THE OPERATION OF THE SITE IS DEPENDENT UPON THE PROPER AND EFFECTIVE FUNCTIONING OF THE INTERNET AND OTHER THIRD PARTY EQUIPMENT AND SERVICES, AND THAT WE DO NOT GUARANTEE AND WILL NOT BE LIABLE FOR THESE IN ANY WAY.

**11) Indemnification.** You agree to indemnify and hold AGS, and the officers, directors, employees, agents, and representatives of AGS harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) use of the Site or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Site, including through any online forum or chat room; (ii) your violation of these Terms of Use; (iii) any ideas or User Materials provided by you to AGS; or (iv) your violation of any rights of any third party.

**12) Severability.** If any portion of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of the remaining portions of these Terms of Use.

**13) Applicable Law: Jurisdiction.** Use of the Site and these Terms of Use shall be governed by and construed in accordance with the laws of the State of Nevada, United States of America, without giving effect to any principles of conflicts of laws. You agree that any action arising out of these Terms of Use or your use of the Site shall be exclusively brought in a state or federal court located in Nevada, and you hereby consent to the jurisdiction of such courts.