Thrillzz Games Terms of Use

Last Revised: November 1, 2026

IMPORTANT NOTICES:

THIS AGREEMENT IS SUBJECT TO A WAIVER OF CLASS ACTION RIGHTS AND BINDING ARBITRATION AS DETAILED IN SECTION 21. THIS AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND THRILLZZ.

THE SERVICES (AS DEFINED HEREIN) ARE NOT "REAL MONEY GAMBLING." NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN ANY SWEEPSTAKES OFFERED BY THRILLZZ, AND A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. THE SERVICES ARE INTENDED FOR ENTERTAINMENT PURPOSES ONLY AND ARE VOID WHERE PROHIBITED. SEE THRILLZ GAMES SWEEPSTAKES OFFICIAL RULES, THRILLZ GAMES MINI GAMES SWEEPSTAKES OFFICIAL RULES AND THE THRILLZZ GAMES PICK'EM TOURNAMENT OFFICIAL RULES FOR FULL DETAILS.

AS DETAILED IN SECTION 6: (A) THRILLZZ RESERVES THE RIGHT TO SET A MINIMUM THRESHOLD FOR REDEEMING PRIZES, (B) THRILLZZ RESERVES THE RIGHT TO SET MAXIMUM REDEMPTION LIMITS PER EACH FIVE CALENDAR DAY PERIOD, AND (C) YOU SHALL FORFEITALL CURRENCIES AND THRILLZZ AWARDS ASSOCIATED WITH YOUR ACCOUNT FOR INACTIVITY.

These Thrillzz Games Terms of Use ("Terms") is a legal agreement between you (the "user", "you" or "your") and Thrillzz Inc. ("Thrillzz", "we", "our" or "us"). The Terms govern your: (i) access _and participation in our social contests, social tournaments and social games including any social sports-related contests and social mini games which are not played in Thrillzz Sweepstakes Promotional Mode (collectively and individually "Contests") which are provided through the Site; (ii)__promotional sweepstakes which include without limitation the promotional mini games and promotional tournaments played with Thrillzz Sweeps or with Sweeps Picks (collectively and individually "Sweepstakes") which are provided through the Site; (iii) obtainment and use of Currencies (as defined below) through the Site; (iv) obtainment and use of Thrillzz Awards through the Site; and (v) access and use of the Site and any other applicable services provided through the Site. For the purposes of the Terms the foregoing (i), (ii), (iii), (iv) and (v) shall collectively and individually be referred to as the "Services".

For the purposes of the Terms, "Site" means the website located at https://games.thrillzz.com. These Terms incorporate our Thrillzz Games Sweepstakes Official Rules, Thrillzz Games Mini Games Sweepstakes Official Rules, Thrillzz Games Pick'em Tournament Official Rules, Thrillzz Games Prediction Rules, and any additional terms, including, without limitation, rules, game rules and conditions of participation in particular contests, sweepstakes, tournaments or promotion terms or rules issued by Thrillzz from time to time (each an "Other Governing Agreement").

1. Acceptance of Terms

BY USING OR OTHERWISE ACCESSING THE SERVICES, OR TAKING ANY ACTION TO ACCEPT OR AGREE TO THESE TERMS WHERE THE OPTION IS MADE AVAILABLE, YOU, YOUR HEIRS, AND ASSIGNS (COLLECTIVELY, “YOU”, "YOUR" OR "USER") AGREE TO BE BOUND BY THESE TERMS, THE THRILLZZ GAMES SWEEPSTAKES OFFICIAL RULES, THRILLZZ GAMES MINI GAMES SWEEPSTAKES OFFICIAL RULES, THRILLZZ GAMES PICK'EM TOURNAMENT OFFICIAL RULES, THRILLZ GAMES PREDICTION RULES AND ANY OTHER GOVERNING AGREEMENT, AND ACKNOWLEDGE OUR PRIVACY POLICY AND RESPONSIBLE GAMEPLAY POLICY.

2. Modification to Terms

Except for material changes to Section 21 (which provides for binding arbitration and a waiver of class action rights) to which Section 21.12 applies, Thrillzz reserves the right, at its sole discretion, to modify or replace the Terms at any time. You shall be responsible for reviewing and becoming familiar with any such modifications. Any changes will be incorporated into the Terms and you should check the Terms periodically for updates. We will alert you about any changes by updating the “Last Revised” date of these Terms. If we determine a revision to the Terms, in our sole discretion, is material, we will notify you as required by law. Changes will be effective immediately unless otherwise provided. Use of the Services by you following such modification constitutes your acceptance of the Terms as modified.

3. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms and to abide by and comply with the Terms.

Access to and use of the Services is available only to natural persons who are legal residents of the United States and located in the United States who are at least 19 years of age or the age of majority in their jurisdiction, whichever is higher, and can form legally binding contracts under applicable law. **When accessing the Services, including without limitation purchasing Thrillzz Coins (defined below), or attempting to enter a Contest or Sweepstakes, you must not be physically located in any of the following states: Alabama, Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Indiana, Kentucky, Louisiana, Maine, Michigan, Mississippi, Montana, New Jersey, New York, Nevada, Ohio, Oklahoma, Tennessee, and Washington.**

Employees and former employees (less than 3 years since cessation of employment) of Thrillzz, any of its affiliates including, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Services and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at for least 3 months of the year) may only use the Services for the purpose of testing the end-user experience, but may not redeem prizes or consideration in any form. Thrillzz consultants or promoters of the Services may use the Services without such limitation, but only if (i) their arrangement with Thrillzz does not permit them to have any access to the source code underlying the Services and

(ii) they do not receive any other advantages in their participation in the Services. By using or otherwise accessing the Services, you represent and warrant that you are eligible.

Without limitation, professional league and collegiate (collectively, "League and Collegiate") athletes, coaches and other team management, team support personnel (e.g., without limitation, team physicians) and team owners may not use the Services. League and Collegiate team owners, referees, employees, commissioners, and other individuals who through an ownership interest or game-related employment can influence the gameplay are likewise ineligible.

Thrillzz is not affiliated with or sponsored by any professional sports league or university, including those within the definition of League and Collegiate above.

By using or otherwise accessing the Services, you are further representing and warranting that:

- you are a natural person of at least 19 years of age or the age of majority in your jurisdiction, whichever is higher, who is personally assigned to the email address and/or other information submitted in relation to your account;
- you are physically located in a state of the United States in which no portion of your use of the Services is prohibited by applicable law;
- you will abide at all times by these Terms, the Thrillzz Games Sweepstakes Official Rules, Thrillzz Games Mini Games Sweepstakes Official Rules, the Thrillzz Games Pick'em Tournament Official Rules, Thrillzz Games Prediction Rules and any Other Governing Agreement between you and Thrillzz regarding your use of the Services;
- the name on your bank account, credit card, and other payment and redemption information provided matches the name on your account;
- you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.
- you do not, by virtue of affiliation with Thrillzz or a service provider, have access to source code underlying the Services.

Thrillzz may require you to provide proof that you are eligible to use the Services according to this Section 3, including without limitation prior to your purchase of Thrillzz Coins (defined below), participation in Contests or Sweepstakes, or redemption of prizes. This includes by requesting that you fill out an affidavit of eligibility or other verification information (as discussed in Sections 4 and 5 below).

If you do not meet the eligibility requirements of this section, then you are not permitted to use the Services and you agree that you will not use the Services. If Thrillzz otherwise determines, in our sole discretion, that you do not meet or have otherwise violated the eligibility requirements of this section, in addition to any rights that Thrillzz may have in law or equity, Thrillzz reserves the right to terminate your account, withhold or revoke the awarding of any prizes associated

with your account or limit your ability to redeem or otherwise claim prizes and awards as well as your ability to receive or use Currencies or Thrillzz Awards. In such a situation, Thrillzz may provide any withheld or revoked prizes to the other end-users(s) in the relevant Contest or Sweepstakes in a manner consistent with the prize structure of the Contest or Sweepstakes, to be precisely determined by Thrillzz in its sole discretion. Thrillzz also reserves the right to withhold revoked prizes to use in furtherance of its fraud prevention or anti-money laundering efforts.

4. Conditions of Participation

In order to use the Services, you are required to register for an account. Many portions of the Services require registration for access (the “Restricted Areas''). By registering for an account, you agree to: (i) provide accurate, current and complete information about yourself as prompted (such information being the “Registration Data''); (ii) maintain the security and confidentiality of the Registration Data; (iii) promptly update the Registration Data to keep it accurate, current and complete; (iv) ensure that others do not use your account; and (v) notify Thrillzz immediately in the event of unauthorized use of, or any other breach of your Registration Data.

You may not use a username that promotes a commercial venture or a username that Thrillzz in its sole discretion deems offensive. Thrillzz may require you to change your username and may restrict your access to the Services until the change is made, or it may unilaterally change your username.

If you provide any Registration Data that is inaccurate, not current or incomplete, or Thrillzz has reasonable grounds to suspect that such Registration Data is inaccurate, not current or incomplete, Thrillzz may deny you access to areas requiring registration or terminate your account, at its sole discretion. You agree that Thrillzz is not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account as provided herein. Thrillzz may assume that any communications Thrillzz receives from you, including without limitation through your account or the email address associated with your account, have been made by you. You are fully responsible for all uses of your account, whether by you or others. You acknowledge and agree that Thrillzz is authorized to act on instructions received through use of your account or the email address associated with your account, and that Thrillzz may, but is not obligated to, deny access or block any transaction made through use of your account or Registration Data without prior notice if we believe in our sole discretion such information is being used by someone other than you, or for any other reason.

You may establish, maintain, use and control only one account on the Services. Each account on the Services may only be owned, maintained, used and controlled by only one individual. For avoidance of doubt, a user may not “co-own” accounts on the Services. In the event Thrillzz determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that Thrillzz may have, Thrillzz reserves the right to suspend or terminate any or all your accounts and terminate, withhold or revoke the awarding of any prizes and Currencies as well as any Thrillzz Awards which you have received and which are associated

with your account. In the event your account is terminated, suspended, or closed for any reason or otherwise becomes inaccessible to you, no refunds will be issued for any purchases made from Thrillzz.

Furthermore, we reserve the right, at any time, to limit your ability to obtain and use Currencies and Thrillzz Awards.

You agree that your use of the Services is for the sole and specific purposes of recreation and entertainment only. You may not use the Services for other purposes (including, but not limited to, professional purposes) and may not use systematic methods to obtain Currencies (defined below), Thrillzz Awards (defined below), entries, or prizes. Thrillzz shall be entitled to suspend, limit or terminate your account if we determine, in our sole discretion, that you are utilizing the Services in a manner that does not comport with these Terms. In such circumstances, we may also report such activity to relevant authorities.

By providing an email address, you authorize Thrillzz to provide you with important announcements, relevant promotions, and other related communications, consistent with the Thrillzz Privacy Policy. You may opt out of these communications at any time by following the instructions in our Privacy Policy.

Thrillzz cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5. Contests, Currencies and Thrillzz Awards

Thrillzz offers separate sets of Contests and Sweepstakes, which leverage separate sets of currencies called Thrillzz Coins, Thrillzz Sweeps, and Prize Tickets (each described below) (collectively and individually, “Currencies”).

5.1 Contests. Contests relate to games and matches for various sports as well as social mini games, which are not played in Thrillzz Sweepstakes Promotional Mode. You use a (i) virtual currency referred to as “Thrillzz Coins”; or (ii) a Thrillzz Picks, to enter Contests and you receive Thrillzz Coins for winning. You receive Thrillzz Coins and Thrillzz Picks for free through the Services, but you may choose to purchase additional Thrillzz Coins. Thrillzz Coins or Thrillzz Picks cannot be redeemed for prizes of value, transferred to another player, sold, or otherwise converted into something of value.

Each Contest is governed by the rules, controls and guidelines as applicable for that offering as may be described in the Thrillzz Games Prediction Rules and Other Governing Agreements (as applicable), which shall be made available through the Services. Such rules, controls and guidelines form part of these Terms, and you agree that you shall be subject to those Thrilzz Games Prediction Rules and Other Governing Agreements (as applicable) in effect at the time of entry.

To enter a Contest, an eligible user must access the Site and follow the Other Governing Agreements setting forth instructions and guidelines on how to enter.

We may offer bonus offers to new end-users and bonus offers for existing end-users. Any bonuses a user receives cannot be redeemed for value, except as set forth in this Section 5. In the event of abuse of the bonus system by a user, Thrillzz reserves the right to retract such user bonus and suspend or terminate your account. In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your purchased Thrillzz Coins (by entering Contests) whose total entry fees equal the value of the deposit to receive the entirety of such bonus.

You may receive loyalty points for entering Contests with Thrillzz Coins regardless of whether you win or lose the Contest. You may also earn loyalty points for participating in challenges, and other promotions offered from time to time. Loyalty points may be redeemed for prizes of value. Earning certain amounts of loyalty points will result in you “leveling up” and receiving benefits, which may include additional Thrillzz Coins and an incidental amount of sweepstakes entries.

5.2 Sweepstakes. Thrillzz also offers Sweepstakes, which are governed, as applicable, by our Thrilzz Games Sweepstakes Official Rules, Thrillzz Games Mini Games Sweepstakes Official Rules, the Thrillzz Games Pick'em Tournament Official Rules, Thrillzz Games Prediction Rules and any Other Governing Agreement that we may issue. No purchase or payment is necessary to enter or win Sweepstakes, and a purchase or payment of any kind will not increase your chance of winning. You may use: (i) a virtual currency referred to as “Thrillzz Sweeps”; or (ii) a Sweeps Picks (as detailed below), to enter Sweepstakes to win “Prize Tickets”. You may obtain Thrillzz Sweeps or Sweeps Picks for free by submitting an alternative method of entry, participating in challenges, and other promotions offered from time to time, incidental to the purchase of Thrillzz Coins, or, occasionally, for free through the Services in certain contexts. Thrillzz reserves the right to set limitations on whether you are provided occasional free Thrillzz Sweeps or free Sweeps Picks, including based your current Currency balances. At this time, if your current balance of Prize Tickets and Thrillzz Sweeps are each below 2, you are eligible to receive occasional free Thrillzz Sweeps and Sweeps Picks.

You earn Prize Tickets when you win a Sweepstakes. Prize Tickets can be redeemed for prizes of value or used to make purchases through Services, including the purchase of Thrillzz Coins. PRIZE TICKETS CANNOT BE REDEEMED DIRECTLY FOR THRILLZZ SWEEPS, SWEEPS PICKS, SWEEPS BOOSTERS OR USED TO ENTER A SWEEPSTAKES DIRECTLY. In the event you are located or registered in the State of Florida, a cap of 5,000 United States Dollars will apply to any Prize Tickets won under any Pick'em Tournament or on any one prediction, spin, round, placement, play, or equivalent. Thrillzz Sweeps, Sweeps Picks, Sweeps Boosters and Prize Tickets cannot be transferred to another player or sold. See Thrillzz Games Sweepstakes Official Rules, Thrillzz Games Mini Games Sweepstakes Official Rules, Thrillzz Games Pick'em Tournament Official Rules, Thrillzz Games Prediction Rules, and applicable Other Governing Agreements for full details.

5.3 Thrillzz Awards

Bonus Picks

From time to time, we may provide you with Thrillzz Picks or Sweeps Picks (collectively and individually the "Bonus Picks"). The Thrillzz Picks can only be used on Contests and the Sweeps Picks can only be used on Sweepstakes.

The terms and conditions applying to the use of the Bonus Pick can be found by pressing the "See Terms" on the relevant promotion found in the “My Perks" page in the Site (the "Pick Terms and Conditions"). Unless otherwise stated in the relevant Pick Terms and Conditions: (i) Bonus Picks will not counted in the calculation of any winnings; (ii) Bonus Picks cannot be redeemed for prizes of value, transferred to another player, sold, or otherwise converted into something of value; (iii) Bonus Picks cannot be combined with Thrillzz Coins, Thrillzz Sweeps and vice-versa; (iv) Thrillzz Picks cannot be combined with Sweeps Picks and vice-versa; (v) Bonus Picks cannot be combined with Boosters and vice-versa; (vi) Bonus Picks cannot be combined with Free Spins and vice-versa; (vii) Bonus Picks will expire thirty days after being credited to your account; and (viii) any limits applying to you, to your account or in general will apply to the Bonus Picks.

By way of example only:

(i) if you choose to enter a Contest with a Thrillzz Pick, instead of Thrillzz Coins, and place a Thrillzz Pick equivalent to the amount of 100 Thrillzz Coins with odds of +150 (2.5 in decimal odds) and the Thrillzz Pick wins, you will receive 150 Thrillzz Coins. This is calculated as follows: 100 x (2.5-1).

(ii) if you choose to enter a Sweepstakes with a Sweeps Pick, instead of Thrillzz Sweeps, and place a Sweeps Pick equivalent to the amount of 2 Thrillzz Sweeps with odds of +150 (2.5 in decimal odds) and the Sweeps Pick wins, you will receive 3 Prize Tickets. This is calculated as follows: 2 x (2.5-1).

Boosters

From time to time, we may provide you with Thrillzz Boosters or a Sweeps Boosters (collectively and individually the "Boosters"). The Thrillzz Boosters can only be used on Contests and the Sweeps Boosters can only be used on Sweepstakes.

The terms and conditions applying to the use of the Boosters can be found by pressing the "See Terms" on the relevant promotion found in the “My Perks” page in the Site (the "Booster Terms Conditions"). Unless otherwise stated in the relevant Booster Terms and Conditions: (i) the Boosters cannot be redeemed for prizes of value, transferred to another player, sold, or otherwise converted into something of value; (ii) the Boosters cannot be combined with Bonus Picks and vice-versa; (iii) the Thrillzz Boosters cannot be combined with Sweeps Boosters and

vice-versa; (iv) Boosters cannot be combined with Free Spins and vice-versa; (v) Boosters will expire thirty days after being credited to your account; and (vi) any limits applying to you, to your account or in general will apply to the Boosters.

Free Spins

From time to time, we may provide you with Free Spins. The Free Spins may be used on Contests and Sweepstake (as applicable).

The terms and conditions applying to the use of the Free Spins can be found by pressing the "See Terms" on the relevant promotion found in the “My Perks" page in the Site (the "Free Spins Terms and Conditions"). Unless otherwise stated in the relevant Free Spins Terms and Conditions: (i) Free Spins will not counted in the calculation of any winnings; (ii) Free Spins cannot be redeemed for prizes of value, transferred to another player, sold, or otherwise converted into something of value; (iii) Free Spins cannot be combined with Thrillzz Coins or Thrillzz Sweeps and vice-versa; (v) Free Spins cannot be combined with Boosters and vice-versa; (vii) Free Spins will expire seven days after being granted to you; and (viii) any limits applying to you, to your account or in general will apply to the Free Spins. **Additional Terms**

The Thrillzz Pick, Sweeps Pick, Thrillzz Booster Sweeps Booster and Free Spins shall collectively and individually be defined as "Thrillzz Awards".

In the event that the Company has reasonable suspicion that a user is abusing or attempting to abuse any of the Thrillzz Awards, or is likely to benefit through abuse or lack of good faith from a policy adopted by the Company, then the Company may, at its sole discretion, deny, retract, withhold or withdraw from a user any Thrillzz Awards, or rescind any policy with respect to that user, either temporarily or permanently, or terminate that user's account.

We may limit the total amount of Thrillzz Awards that may be held in your account in the aggregate.

In the event that your account is terminated for any reason whatsoever, you will lose all Thrillzz Awards credited to your account.

5.4 Prizes & Notification. After each Contest, Sweepstakes or promotional tournament ends, a tentative winner is announced but remains subject to final verification. No substitution or transfer of a prize is permitted. All taxes associated with the receipt or use of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of the Contest Sweepstakes, or social tournament is challenged by any legal authority, Thrillzz reserves the right in its sole discretion to determine whether or not to award or adjust such prizes. In all disputes arising out of the Contests or Sweepstakes including without limitation the determination of the winner of Contests or Sweepstakes, Thrillzz is the sole judge, and its actions are final and binding.

Winners are generally notified immediately following the conclusion of each Contest or Sweepstakes. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. See Thrillzz Games Sweepstakes Official Rules and applicable Other Governing Agreements for full details.

AN ENTRANT IS NOT A WINNER OF THRILLZZ COINS, THRILLZZ SWEEPS OR PRIZE TICKETS EVEN IF THE SERVICES INDICATE THEY ARE, UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND THE THRILLZZ COINS, THRILLZZ SWEEPS OR PRIZE TICKETS (AS APPLICABLE) ARE AVAILABLE IN THE ENTRANT'S ACCOUNT. THRILLZZ WILL NOT ACCEPT SCREENSHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

5.5 Publicity License and Release. By entering a Contest, Pick'em Tournament or Sweepstakes, you consent to Thrillzz's and its service providers' and business partners' use of your name, username, voice, likeness, image, location, age, photograph or video in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the relevant Contest, Pick'em Tournament or Sweepstakes and/or Thrillzz's future offerings and Thrillzz generally, unless otherwise prohibited by law. Thrillzz and its business partners reserve the right to make public statements about you, on-air, on the Internet, or otherwise, prior to, during, or following the Contest, Pick'em Tournament or Sweepstakes. You agree that Thrillzz may announce your name on-air or on any of its websites or any other location at any time in connection with the marketing and promotion of Thrillzz or other offerings operated by Thrillzz. You agree that participation in and (where applicable) the winning of a prize in connection with a Contest, Pick'em Tournament or Sweepstakes constitute complete compensation for your obligations under this paragraph, and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations. The rules specific to certain Contests, Pick'em Tournaments or Sweepstakes may contain additional publicity obligations or may require a written signature on a separate publicity waiver.

6. Purchases, Redemption, and Taxes

6.1 Required Information and Verification. To register for an account, purchase Thrillzz Coins, obtain other Currencies, obtain Thrillzz Awards, participate in Contests, Pick'em Tournament or Sweepstakes, or redeem Prize Tickets or any other prizes, you may be required to provide us with information we request, which may include a valid mailing address, date of birth, government identifiers, social security number, and any other information we may require in order to run appropriate identity checks and comply with applicable laws and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you.

While your account is pending verification, you may be able to purchase Thrillzz Coins, obtain Thrillzz Awards and participate in Contests, Pick'em Tournaments and Sweepstakes, but understand that you may not be able to redeem Prize Tickets or any other prizes from your account until verification is complete. If we are unable to verify you, we reserve the right to

suspend your account and withhold any Currencies and Thrillzz Awards and/or other prizes until such time as we have been able to successfully verify you.

We also may conduct checks for compliance with these Terms and Other Governing Agreements, including anti-fraud checks on playing patterns and purchases prior to processing a redemption of Prize Tickets or any other prize which includes without limitation verifying your redemption through SMS, and we may request additional information before permitting a redemption. Subject to such checks, you may close your account and redeem Prize Tickets and any other prizes at any time and for any reason. Thrillzz may limit the amount of Thrillzz Coins or any other goods or services a user can purchase or obtain in its sole discretion and/or in accordance with potentially applicable state-imposed limits.

6.2 Purchases. The Services may provide you the opportunity to make purchases from Thrillzz (collectively, "Transactions") through the "Shop" section of the Services, which are processed by our payment processing partner. Your purchases are also subject to the terms and privacy policies of these third parties, as applicable, and you should ensure you understand them. We may limit the total amount of Thrillzz Coins or any other goods or services that may be purchased at any one time, and/or limit the total amount of Currencies that may be held in your account in the aggregate. If you are found to have one or more of your purchases returned and/or reversed or charged back, we may suspend or terminate your account in our sole discretion.

6.3 Pricing. The price of your purchase will be the price indicated on the order page. We may revise the pricing for Thrillzz Coins, or any other goods or services offered through the Services at any time. All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on our net income (collectively, "Taxes"). You shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. Taxes shall not be deducted from the payments to Thrillzz, except as required by law, in which case you shall increase the amount payable as necessary so that after making all required deductions and withholdings, Thrillzz receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When your purchase is complete and payment is approved, we may send you a confirmation email with your order details. Please confirm that the order details in the confirmation message are correct and keep a copy for your records.

6.4 Payment Method. You can pay for your purchase with a major credit card or through other payment methods made available during the purchase process ("Payment Method"). Accepted Payment Methods may vary based on your location. If your payment is unsuccessful by reason of insufficient funds, expiration, or otherwise, you remain responsible for any uncollected amount. If you are found to have one or more of your purchases returned and/or reversed or charged back, your account will be suspended or terminated, in Thrillzz's sole discretion.

6.5 Refunds. Except as otherwise stated herein or required by applicable law, all payments are final and non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future.

The purchase of Thrillzz Coins is the purchase of a product that allows you to participate in Contests and is not a deposit of funds which can be withdrawn or otherwise refunded. Funds used for making a purchase of Thrillzz Coins will not, and cannot, be refunded to you. Thrillzz Coins do not have any real money value.

6.6 No Cancellation or Return of Currencies, Thrillzz Awards or Entries. Thrillzz Coins, Thrillzz Awards or Thrillzz Sweeps that have been used to enter a Contest or Sweepstakes, respectively, cannot be changed, withdrawn, or canceled, and the applicable Currency or Thrillzz Awards will be drawn from your account instantly upon use.

6.7 Minimum Threshold for Redemption. THRILLZZ RESERVES THE RIGHT TO SET A MINIMUM THRESHOLD FOR REDEMPTION. THE MINIMUM THRESHOLD FOR REDEMPTION FOR CASH IS 50 PRIZE TICKETS. HOWEVER, CERTAIN PROMOTIONS MAY SPECIFY A DIFFERENT MINIMUM REDEMPTION THRESHOLD OF PRIZE TICKETS FOR CASH, WHICH WILL BE STATED IN THE TERMS AND CONDITIONS OF THE RELEVANT PROMOTION AND APPLY TO THE PRIZE TICKETS GRANTED UNDER SUCH PROMOTION. YOU ARE NOT ABLE TO REDEEM PRIZE TICKETS BELOW THE RELEVANT MINIMUM PRIZE TICKETS THRESHOLD FOR CASH, BUT YOU CAN USE ANY AMOUNT OF PRIZE TICKETS FOR PURCHASES THROUGH THE SERVICES, INCLUDING THE PURCHASE OF THRILLZZ COINS.

6.8 Maximum Redemption Per Each Five Calendar Day Period. THRILLZZ RESERVES THE RIGHT, TO LIMIT THE NUMBER OF PRIZE TICKETS YOU CAN REDEEM PER EACH FIVE CALENDAR DAY PERIOD AND THE NUMBER OF TIMES YOU CAN INITIATE A PRIZE TICKET REDEMPTION PER EACH FIVE CALENDAR DAY PERIOD.

CURRENTLY, THE MAXIMUM REDEMPTION FOR CASH IS 1,000 PRIZE TICKETS PER EACH FIVE CALENDAR DAY PERIOD. YOU ARE NOT ABLE TO REDEEM A GREATER NUMBER OF PRIZE TICKETS PER EACH FIVE CALENDAR DAY PERIOD, BUT YOU CAN USE ANY AMOUNT OF PRIZE TICKETS FOR PURCHASES THROUGH THE SERVICES, INCLUDING THE PURCHASE OF THRILLZZ COINS.

CURRENTLY, THE MAXIMUM NUMBER OF PRIZE TICKET REDEMPTIONS YOU CAN INITIATE PER EACH FIVE CALENDAR DAY PERIOD IS 1. YOU ARE NOT ABLE TO INITIATE MORE THAN ONE PRIZE TICKET REDEMPTION PER EACH FIVE CALENDAR DAY PERIOD, BUT THERE IS NO LIMIT ON THE NUMBER OF PURCHASES YOU CAN MAKE PER DAY THROUGH THE SERVICES USING PRIZE TICKETS.

6.9 Inactive Accounts, Currencies and Thrillzz Awards. IF YOU FAIL TO LOG INTO YOUR THRILLZZ ACCOUNT FOR SIX (6) CONSECUTIVE MONTHS, YOUR ACCOUNT WILL AUTOMATICALLY BE DEEMED BY US AS "INACTIVE." ONCE YOUR ACCOUNT IS DEEMED BY US

AS "INACTIVE," YOU WILL FORFEIT ALL CURRENCIES AND THRILLZZ AWARDS, ASSOCIATED WITH YOUR ACCOUNT. WE WILL NOT OFFER A REFUND TO YOU FOR ANY PURCHASED THRILLZZ COINS, ANY OTHER GOODS OR SERVICES OR OTHERWISE PROVIDE YOU WITH ANYTHING OF VALUE FOR CURRENCIES AND THRILLZZ AWARDS.

HOWEVER, IN THE EVENT THAT YOUR ACCOUNT IS DEEMED BY US AS "INACTIVE" AND AT SUCH POINT: (I) YOU HAVE SELF-EXCLUDED PERMENANTLY IN ACCORDANCE WITH THE RESPONSIBLE GAMEPLAY POLICY; AND (II) YOU HAVE IN YOUR ACCOUNT PRIZE TICKETS WHICH HAVE NOT BEEN REDEEMED, WE SHALL NOTIFY YOU AND YOU SHALL HAVE 21 DAYS FROM WHEN YOUR ACCOUNT IS DEEMD BY US AS "INACTIVE" TO REDEEM THE PRIZE TICKETS IN YOUR ACCOUNT. THE MINIMUM THRESHOLD FOR REDEMPTION IN SECTION 6.7 AND THE MAXIMUM PER DAY REDEMPTION IN SECTION 6.8 SHALL NOT APPLY. IN ORDER TO REDEEM SUCH PRIZE TICKETS YOU MUST CONTACT US AT SUPPORT@THRILLZZ.COM.

6.10 Other Limitations on Currencies and Thrillzz Awards. Other than a limited, personal, revocable, non-transferable, non-sublicensable license to use the Currencies and Thrillzz Awards in connection with the Services, you have no right or title in or to any such Currencies and Thrillzz Awards appearing or originating with the Services, or any other attributes associated with use of the Services or stored within the Services. Thrillzz has the absolute right to manage, regulate, control, modify and/or eliminate such Currencies and/or Thrillzz Awards as it sees fit in its sole discretion, and Thrillzz shall have no liability to you or anyone for the exercise of such rights. In addition to the foregoing, Thrillzz may selectively remove or revoke Currencies and Thrillzz Awards associated with your account or modify the rates of exchange for any such Currencies.

You are only allowed to obtain Currencies and Thrillzz Awards from us or our authorized partners through the Services, and not in any other way.

You agree that Currencies and Thrillzz Awards have no direct monetary value. Certain Currencies may be exchangeable for real money, real goods, or real services through the Services based on then-available features and rates. Thrillzz Coins, Thrillzz Awards and Thrillzz Sweeps are not exchangeable for real money, real goods, or real services from us or others. Currencies and Thrillzz Awards are non-transferrable and may not be resold. Any balance of Currencies and Thrillzz Awards does not reflect any stored value. The use of Currencies and Thrillzz Awards within the Services may be limited as described in these Terms which include without limitation the Thrillzz Games Sweepstakes Official Rules, Thrillzz Games Mini Games Sweepstakes Official Rules the Thrillzz Games Pick'em Tournament Official Rules and the Thrillzz Games Prediction Rules. We reserve the right to control, regulate, change, remove, expire, limit, or modify any Currencies and Thrillzz Awards at any time without any liability to you. If your account is terminated for any or no reason, you may forfeit any pending, current, or future Currencies, Thrillzz Awards and any other forms of unredeemed value in or associated with your account without prior notice to you

6.11 Transfer of Currencies, Thrillzz Awards and Accounts. The sale or transfer of Currencies, Thrillzz Awards or accounts is strictly prohibited. Any attempt to do so is in violation of these

Terms and may result in termination of the account(s) involved, lifetime bans, and possible legal action.

6.12 Taxes. Each year all winners who have won $2,000 or more over the previous year must provide updated address and social security details to Thrillzz. These details will be used to allow Thrillzz to comply with tax regulations and may be shared with appropriate tax authorities. You, not Thrillzz, are responsible for filing and paying applicable state and federal taxes, duties, levies and/or fees on any winnings. Thrillzz does not provide tax advice, nor should any statements in this agreement or on the Services be construed as tax advice.

7. Conduct, Disqualification, and Cancellation

Thrillzz, in its sole discretion, may disqualify you from the Services, including any Contest or Sweepstakes, refuse to award Currencies, Thrillzz Awards or prizes and require the return of any Currencies, Thrillzz Awards or prizes, or suspend, limit, or terminate your account if you engage in conduct Thrillzz deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of the Services or in any way detrimental to other end-users, including but not limited to:

- falsifying personal information, including payment information, required to use the Services or obtain Currencies, Thrillzz Awards or prizes;
- using IP proxying or other methods to disguise your location or the place of your residence to circumvent geographical restrictions on eligibility;
- providing false personal or payment information to access the Services or claim a prize;
- gaining points, wins, or prizes through unauthorized means such as scripts or automation tools;
- interfering with the operation of the Services or attempting to manipulate its software;
- engaging in, promoting, or encouraging illegal activity;
- engaging in contest manipulation or payment fraud;
- collecting personal data from other persons or sending unsolicited communications;
- misusing the Services in any other way or violating these Terms;
- violating eligible payment method terms;
- cheating, colluding with any other individual(s), or engaging in any type of syndicate play;
- accumulating Currencies, Thrillzz Awards or prizes through unauthorized methods, such as unauthorized scripts, systematic methods, or other automated means, or through non-recreational or professional behavior;
- allowing other individuals to access your account;
- creating or operating multiple end-user accounts or logging into a user account from multiple devices simultaneously, accessing an account from more than five different devices over the history of your account, accessing multiple accounts from the same device;

- entering into Contests, Sweepstakes or social tournaments for which you are not eligible, whether by multi-accounting, providing misleading information, masking or altering your IP address, or other means;
- participating in or taking advantage of, or encouraging others to participate in or take advantage of schemes, including those designed to share offers, register accounts, or enter into Contests or Sweepstakes;
- abusing any bonus system;
- using Thrillzz Sweeps or Thrillzz Picks on opposite side selections;
- posting or transmitting, or causing to be posted or transmitted, any content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
- tampering with the administration of the Services or trying to in any way tamper with the computer programs associated with the Service;
- bypassing, circumventing, or attempting to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
- obtaining other end-users' information or otherwise spamming other end-users;
- impersonating any person or entity, including any of our employees, representatives, or end-users;
- attempting to influence the play in any sporting event from which athletes are available for selection in Contests or Sweepstakes in which you are involved or in which you have a direct or indirect interest;
- abusing the Services in any way or otherwise violating these Terms which includes without limitation Other Governing Agreement, or any other agreement between you and Thrillzz regarding your use of the Services;
- taking any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;
- attempting to access, probe, interfere with, or connect to the Services and/or any computer without authorization (i.e., any form of "hacking");
- using any robot, spider, scraper, or other automated means to access, harvest, or scrape the Services for any purpose without our prior written permission;
- framing, inline linking, or similarly displaying the Services or any portion of the Services;
- transmitting any viruses or other computer code, files, programs, instructions and/or other content or feature that disrupt, damage, or interfere with computers or related systems;
- sublicensing, selling, reselling, transferring, assigning, distributing, or otherwise commercially exploiting or making available to any third party the Services, Currencies, Thrillzz Awards or your account in any way;
- interfering with or disrupting the integrity or performance of the Services;
- demonstrating disrespectful, threatening, offensive, and/or malicious behavior when communicating with Thrillzz customer support and/or other employees; and/or
- advocating, encouraging, or assisting any third party in doing any of the foregoing.

For further details regarding the impact of termination of your account, please review Section 9.

You acknowledge and agree that Thrillzz may in its sole discretion remove any User Content (defined below), block access to the Services or the content therein, and suspend or terminate any account at any time for any reason or no reason. To report abuse of the Terms, please contact us at [support email address].

You acknowledge that the forfeiture and/or return of any Currencies, Thrillzz Awards or prizes by you in connection with a violation of these Terms shall in no way prevent Thrillzz from informing the relevant authorities and/or pursuing criminal or civil proceedings in connection with such conduct.

If for any reason the Services are not running as originally planned (e.g., if the Services become corrupted or do not allow the proper usage and processing in accordance with the applicable rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Thrillzz corrupts or affects the administration, security, fairness, integrity or proper conduct of the Services), Thrillzz reserves the right, in its sole discretion, to cancel, terminate, extend, modify, or suspend Services, including any Contest, Sweepstakes or social tournaments offered, and/or select the winner(s) based on its then-current status. In addition, Thrillzz may, in its sole discretion, disqualify any individual implicated in or relating to the cause.

Without detracting from the paragraph above, if we mistakenly credit your account with Thrillzz Coins, Thrillzz Sweeps, Prize Tickets or Thrillzz Awards that do not belong to you, whether due to any error, whether a technical error or human error, any defect, malfunction, bug, virus or otherwise, the amount will remain property of Thrillzz and may be deducted from your account or otherwise charged to you. If you have been issued a prize that does not belong to you, the value of the mistakenly issued prize will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify Thrillzz by support@thrillzz.com Thrillzz reserves the right to deduct Currencies and Thrillzz Awards(as applicable) from your account or otherwise charge you or adjust your account to correct errors.

Thrillzz reserves the right to cancel, terminate, modify, or suspend Contests, Sweepstakes and social tournaments, in our sole discretion, without any restrictions, in which case notification may be posted through the Services.

The failure of Thrillzz to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Thrillzz (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

8. Access to the Services

You must provide, at your own expense, the equipment, software, subscriptions, Internet connections or devices and/or service plans as may be required to access and/or use the Services. Thrillzz does not guarantee that the Services or all portion(s) thereof can be accessed on all devices. Thrillzz does not guarantee that the Services are available in all geographic locations. You acknowledge that when you use the Services, your Internet provider or service provider may charge you fees for access, data, and/or other contents, products, or services. Check with your applicable provider(s) to see if there are any such fees that apply to you.

9. Termination

Thrillzz reserves the right at any time to modify, suspend, discontinue, or terminate, temporarily or permanently, the Services or associated services (or any part thereof), with or without notice. You agree that Thrillzz shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or associated services.

We do not guarantee that any of our Services will be available at all times or at any given time or that we will continue to offer all or any of our Services for any particular length of time. We may change and update our Services without notice to you. We make no warranty or representation regarding the availability of our Services and reserve the right to modify or discontinue the Services in our sole discretion without notice, including for example, ceasing a contest or other Services for technical reasons (such as technical difficulties experienced by us or on the internet) or to allow us to improve end-user experience. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ANY OR ALL OF OUR SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES.

Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Services or contact us at support@thrillzz.com via an email expressly stating that you wish to terminate your account. IF YOUR ACCOUNT IS TERMINATED, YOU WILL LOSE ACCESS TO ALL CURRENCIES AND THRILLZZ AWARDS ASSOCIATED WITH YOUR ACCOUNT. WE WILL NOT OFFER A REFUND TO YOU FOR ANY PURCHASED THRILLZZ COINS OR ANY OTHER GOODS OR SERVICES OR OTHERWISE PROVIDE YOU WITH ANYTHING OF VALUE FOR CURRENCIES AND THRILLZZ AWARDS.

Furthermore, if we terminate your account, we may terminate any other agreement which you have with us.

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, Section 4 (Conditions of Participation); Section 5 (Contests, Currencies and Thrillzz Awards); Section 6 (Purchases, Redemptions, and Taxes); Section 7 (Conduct, Disqualification, and Cancellation); Section 9 (Termination); Section 10 (User Content); Section 11 (Prohibited Uses); Section 13 (Limited License Grant), Section 17 (Indemnification and Release), Section 18 (Warranty Disclaimers), Section 19 (Limitations on

Liability), Section 20 (Our Proprietary Rights), Section 21 (Class Action Waiver and Arbitration Agreement), and Section 22 (General).

10. User Content

The Services may enable you to submit, post, upload, or otherwise make available through the Services content such as profile information, communications with other end-users, whether privately or made publicly available, video clips, photographs, public messages, ideas, comments and other content (collectively, "User Content") that may or may not be viewable by other end-users.

You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. This means that you, not Thrillzz, are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Service. You further agree that you have all required rights to submit, post, upload or otherwise use or disseminate such User Content without violation of any third-party rights. Under no circumstances will Thrillzz be liable in any way for any User Content.

You acknowledge that Thrillzz may or may not pre-screen User Content, but that Thrillzz and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service. Without limiting the foregoing, Thrillzz and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Thrillzz's sole discretion. You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.

With respect to User Content you submit or otherwise make available on or to the Service, you grant Thrillzz an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part), and to incorporate such User Content into other works, in any format or medium now known or later developed.

You are solely responsible for your interactions with other end-users of the Services. Thrillzz reserves the right, but has no obligation, to monitor disputes between you and other end-users.

11. Prohibited Uses

Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

- Infringe on, remove, or alter any copyright, trademark, patent, trade secret, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy in Section 22);
- Post, utilize, or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services;
- Collect, Post, or store personal information of others without their consent.
- Post User Content or engage in any action that is objectionable, obscene, profane, or vulgar, harassing, bullying, discriminatory, glorifies or promotes violent or self harm, or violates another person's privacy;
- Use the Services commercially, for benchmarking, or to compile information for a product or service;
- Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Services, by any means except as permitted in these Terms or with the prior written consent of Thrillzz;
- Scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly available portions of the Services through a browser or accessing the Services through any API approved by Thrillzz;
- Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
- Attempt to probe, scan or test the vulnerability of any Thrillzz system or network or breach any security or authentication measures;
- Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
- Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," "metering" device or any malicious code);
- Post or do anything that could disable, overburden, or impair the proper working of the Services;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or content;
- Post material that impedes or otherwise prohibits communication or disrupts end-user discussion;
- Post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary

relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;

- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
- Use another person's account without authorization;
- Solicit personal or sensitive information from other end-users including without limitation address, credit card or financial account information, or passwords;
- Send spam or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services;
- Frame, inline link, or similarly display the Services or any portion of the Services;
- Interfere with any other party's use and enjoyment of the Services; or
- Violate any applicable law or regulation.

12. Not a Financial Institution

Thrillzz Inc. is not a financial institution, and you will not treat Thrillzz as a financial institution. You will not receive any interest on outstanding prizes, loyalty points, Currencies, Thrillzz Awards or other consideration. Thrillzz does not provide tax advice, nor should any statement by Thrillzz be construed as tax advice. You are strictly prohibited from utilizing the Services to facilitate arbitrage through currency exchange transactions, and a violation of this prohibition may result in any gains being forfeited and deducted from your balance without warning or notification.**13. Limited License Grant**

Through your access, use, downloading, and/or installation of the Services, you are acquiring and Thrillzz grants you a personal, limited, non-exclusive, non-transferable license to install, use and access the Services for your non-commercial use as set forth in this license ("License"). Your acquired rights are subject to your compliance with this License. Any commercial use is prohibited. You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Services or any rights to use the Services (including, without limitation, your Registration Data and/or any other similar information). The term of your License shall commence on the date that you install or otherwise access or use the Services, and shall end on the earlier of the date that you dispose of the Services, or Thrillzz's termination of this License.

Except as expressly licensed to you herein, Thrillzz and its licensors reserve all right, title and interest in the Services, and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of Thrillzz and its licensors in the Services and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Services, or any component thereof, by any means whatsoever. You may not remove, alter, or obscure any product or brand identification,

copyright, or other intellectual property notices in the Services. All rights not expressly granted herein are reserved by Thrillzz.

Your right to use the Services is limited to the License grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Services or any component of it, except as expressly authorized by Thrillzz. Unless expressly authorized in writing by Thrillzz, you are prohibited from making the Services (and/or a copy of the Services) available on or over a network where it could be used and/or downloaded by multiple end-users. You may not remove or alter any of Thrillzz's trademarks and/or logos, any legal notices included in the Services and/or any related assets. Your right to use the Services is also predicated on your compliance with any applicable terms or agreements you have with third parties when using the Services.

This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from Thrillzz if you fail to comply with any of provision of these Terms including without limitation any Other Governing Agreement. Promptly upon termination, you must cease all use of the Services and destroy all copies of the Services in your possession or control. Termination will not limit any of Thrillzz's other rights or remedies under these Terms, at law or in equity.

Without detracting from the rest of this Section 13: (i) any data (as well as any portions or derivatives thereof) provided through the Site may only be used for private and non-commercial purposes and not for any public display or redistribution; (ii) you shall not copy, redistribute, communicate, relay, transmit, re-utilise, 'scrape' or make any commercial use of the data made available through the Site.

14. Location and Push Notifications and Other Technologies

To determine your eligibility to use the Services, Thrillzz may determine your location using one or more reference points, such as GPS, beacons and/or software within your personal computer, mobile device, consumer electronics device, or any other equipment. If you have set your device(s) to disable GPS, Bluetooth or other location determining software or do not authorize the Services to access your location data, the Services may not be able to determine your location and you will not be able to access the Services. If you granted us permission to collect your precise GPS location information and you no longer wish for us and our service providers to collect and use such information, you may disable the location features on your device through the device's operating system settings. Please note that if you disable such features, you may not be able to access or receive some or all of the services, content, and/or features made available via the Services. For more information about how the Services collects, uses and retains your information, please read the Thrillzz Privacy Policy.

15. Links

The Services may provide links to third party applications, services or websites from our Site or Services (including advertising that may link to a third party). You understand that when you

click on these links any data which you provide afterwards is subject to that third party's privacy policy and not to our Privacy Policy. We can take no responsibility for the content, safety, privacy or security of any third-party application, service or website.

16. Updates to the Services

You agree that the Services may automatically download and install updates, upgrades and additional features that Thrillzz deems reasonable, beneficial to you and/or reasonably necessary. You acknowledge and agree that any obligation Thrillzz may have to support the previous version(s) may be ended upon the availability of the update, upgrade and/or implementation of additional features. The License shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

17. Indemnification and Release

By using the Services, you agree to defend, indemnify, release and to hold harmless Thrillzz, as well as its officers, directors, employees, shareholders and representatives from and against any claims, liabilities, damages, losses, actions or expenses, including without limitation reasonable legal and accounting fees, of any kind, arising out of or in any way connected with (i) you access to our use of Services or your violation of these Terms; (ii) your User Content; (iii) your interaction with any other end-users; (iv) your receipt, ownership, use, or misuse of any prize, Currencies or Thrillzz Awards, (v) any of your acts or omissions that implicate publicity rights, defamation, or invasion of privacy, or (iv) any claims made by any third party in connection with your use of the Services, the receipt, ownership, use or misuse of any products or services made available on or through the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

18. Warranty Disclaimers

You expressly understand and agree that your use of the Services is at your sole risk. The Services (including the related website and content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Thrillzz has no control over, and no duty to take any action regarding: which end-users gain access to or use the Services; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release Thrillzz from all liability for you having acquired or not acquired content through the Services. The Services may contain or direct you to other websites containing information that some people may find offensive or inappropriate. Thrillzz makes no representations concerning any content contained in or accessed through the Services, and Thrillzz will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

19. Limitations on Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THRILLZZ NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF THRILLZZ HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SERVICES; THE USE OR THE INABILITY TO USE THE SITE OR SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN INDIVIDUAL TO JOIN OR PARTICIPATE IN A CONTEST); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, TRANSACTIONS, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THRILLZZ'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THRILLZZ FOR GENERAL USE OF THE SERVICES DURING THE TERM OF YOUR REGISTRATION FOR THE SERVICES, NOT INCLUDING ANY PAYMENTS FOR CONTESTS RUN PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY OF THRILLZZ SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS MAY APPEAR WITHIN THE SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SERVICES OR THE CONTENT CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. THIS LIMITATION OF LIABILITY SHALL APPLY TO THIRD PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO CALIFORNIA CIVIL CODE SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

20. Our Proprietary Rights

All title, ownership and intellectual property rights in and to the Services are owned by Thrillzz or its respective licensors. You acknowledge and agree that the Services contains proprietary and confidential information that is protected by applicable intellectual property and other laws. These Terms do not grant you or any other party any right, title, or interest in the Services or any content in the Services. Except as expressly authorized by Thrillzz, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in whole or in part.

21. Class Action Waiver and Arbitration Agreement

PLEASE READ THIS SECTION 21 CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT IN COURT. By agreeing to these Terms, you understand that you are waiving the right to bring Disputes (as defined below) in court or have a jury trial, except as expressly stated in this Section 21.

21.1 Class Action Waiver. Disputes between you and Thrillzz must be resolved on an individual basis. YOU AND THRILLZZ AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY IN ARBITRATION OR LITIGATION ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This subsection does not prevent you or Thrillzz from participating in a class-wide settlement of claims.

Unless both you and Thrillzz agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only

to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief or request for relief (such as a request for public injunctive relief) and all appeals have been exhausted or the decision is otherwise final, then the parties agree that such a claim or request for relief shall be decided by a court only after all other claims and requests for relief are arbitrated.

Next, we will try to resolve any Disputes informally before initiating a legal proceeding.

21.2 Informal Dispute Resolution Procedure. If any Dispute arises between you and Thrillzz, Thrillzz is committed to working with you to try to reach a reasonable resolution. For any such Dispute, both parties acknowledge and agree that they will first use good faith efforts to settle the Dispute informally and directly through consultation and negotiations before initiating any formal dispute resolution proceeding in arbitration or otherwise. Such informal resolution requires first sending a written description of the Dispute to the other party. For any Dispute you initiate, you agree to send the written description of the Dispute along with the email address utilized as your username and profile associated with your account, if applicable, to Thrillzz, Suite 100 & 200, 3401 Mallory Lane, Franklin, TN 37067, USA and support@thrillzz.com. The written description must be on an individual basis and provide, at minimum, the following information: your name and contact information; a description of the nature or basis of the claim; the specific relief sought; and proof of your relationship with Thrillzz. Unless the parties agree to extend the period for informal resolution, if the Dispute is not resolved within sixty (60) days after receipt of the written description of the Dispute, you and Thrillzz agree to the Arbitration Agreement below.

The informal dispute resolution procedure in this Section 21.2 is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding under the Arbitration Agreement. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution procedure.

21.3 Arbitration Agreement

21.3.1. If the informal dispute resolution procedure does not lead to resolution, then either party may initiate binding arbitration as the sole means to resolve a Dispute, (except as provided in herein) subject to this Arbitration Agreement (Sections 21.3 through 21.12) and the National Arbitration and Mediation (“NAM”) rules. If you are initiating arbitration, a copy of the Demand shall also be emailed to support@thrillzz.com. If you are a Thrillzz account holder, any demand filed by you initiating arbitration must include the email address you used to log onto Thrillzz, as well as any profile associated with that account that is controlled by you.

21.3.2. Any arbitration demand or counterclaim asserted by either party (the “Demand”) must contain sufficient information to provide fair notice to the other party of the asserting party’s identity, the claims being asserted, and the factual allegations on which they are based, and must include proof that the claimant is party to these Terms of Use by having created and/or registered an account with Thrillzz. If the party requesting arbitration is represented by counsel,

the Demand shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The arbitrator and/or arbitration provider may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11), including for any claim filed on behalf of a claimant who is not party to this Arbitration Agreement.

21.3.3. You and Thrillzz agree that the terms of this Section 21 (collectively the "Arbitration Agreement") govern any Dispute or Disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, the Terms, or your use of the Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (each a "Dispute" and collectively "Disputes").

21.3.4. The parties further agree that the determination of the scope, enforceability, or applicability of this Arbitration Agreement, including, but not limited to any claim that all or any part thereof of this Arbitration Agreement is void or voidable, whether a claim is subject to arbitration, and any Dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment) will be resolved exclusively by final and binding arbitration in accordance with this Section 21.

21.3.5. The only matters excluded from this Arbitration Agreement are the litigation of certain intellectual property and small court claims, as provided below.

21.3.6. **This Arbitration Agreement supersedes any prior Arbitration Agreement entered by the parties and is applicable to unfiled claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth herein.**

21.3.7. The parties agree that this Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16.

21.3.8. Notwithstanding the parties' decision to resolve Disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for any Disputes and actions within the scope of such court's jurisdiction, regardless of

what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights) or for defamation; and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this Arbitration Agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

21.4 Class Arbitration and Collective Relief Waiver. YOU AND THRILLZZ ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN SECTION 21.7 BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR COLLECTIVE ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF AND ONLY IF THRILLZZ PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

With the exception of this Section 21.4 and 21.7 and 21.8 below, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of NAM, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, this Section 21.4 or Sections 21.7 or 21.8 are found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor Thrillzz shall be entitled to arbitrate the Dispute.

21.5 Arbitration Rules. The arbitration will be administered by NAM and conducted before a single arbitrator in accordance with the rules of NAM, including, as applicable, NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the parties is a Consumer and the Mass Filing Supplemental Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Dept at commercial@namadr.com. If, and only if, NAM is not available to arbitrate, the alternative arbitrator shall be ADR Services, Inc. ("ADR Services") (https://www.adrservices.com/). Except as modified by this Arbitration Agreement, ADR Services will administer any arbitration in accordance with the ADR Services Arbitration Rules and General Fee Schedule in effect at the time any demand for arbitration is filed with ADR Services, excluding any rules permitting class or representative actions. The applicable ADR Services rules and procedures are available at www.adrservices.com.

21.6 Arbitration Location and Procedure. For all U.S. residents, the arbitration shall be held (i) at a location determined under the applicable NAM rules and procedures that is reasonably convenient for you and is no more than 100 miles from your home or place of business; or (ii) at another location you and we agree upon. For non-U.S. residents, the arbitration shall be held in New York (unless otherwise agreed by the parties). The arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Arbitration Agreement.

If the amount in controversy does not exceed $10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Thrillzz submit to the arbitrator, unless the arbitrator determines that a hearing is necessary, or the parties agree otherwise. If the amount in controversy exceeds $10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Thrillzz (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

21.7 Mass Arbitration. To increase the efficiency of administration and resolution of arbitrations, in the event 25 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against Thrillzz (a "Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above or fewer than 100 arbitrations, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each demand within the batch (the same arbitrator may preside over multiple demands in a batch if the relevant claimants and Thrillzz so agree); (iii) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (iv) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Thrillzz and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly

designated for filing, processing, and adjudication; (v) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your Demand) is adjudicated or otherwise resolved; and (vi) to make good faith efforts to resolve each batch of demands within 180-days, failing which any of the claimants or Thrillzz may cease arbitration and file in a court of competent jurisdiction.

Arbitrator selection for the demands in each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings for each demand within a batch will be conducted.

You agree to cooperate in good faith with Thrillzz and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of demands. All parties agree that Demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. The procedural arbitrator’s fees shall be paid by Thrillzz. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of demands necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Thrillzz otherwise consents in writing, Thrillzz does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this Section 21.7. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this Section 21.7 or the engagement of a mediator in Section 21.8 is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor Thrillzz shall be entitled to arbitrate any claim that is a part of the Mass Filing. This “Batching” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind.

21.8 Mediation Following First Batch in a Mass Filing. To promote efficiency and cost savings for the parties and to encourage informal resolution of disputes, NAM shall first administer a single batch of 100 randomly-selected Demands, which shall be adjudicated by a single arbitrator. The results of the first batch of Demands will be given to a NAM mediator selected

from a group of 5 mediators initially proposed by NAM, with Thrillzz and the remaining claimants' counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining Demands in the Mass Filing. After the results are provided to the mediator, Thrillzz, the remaining claimants and their counsel, and the mediator will have 90 days (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a methodology for resolving them through further arbitrations, either Thrillzz or any remaining claimant may opt out of the arbitration process and have the Demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither Thrillzz nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demand(s) through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing. If, following the Global Mediation Period, 25 or more Demands subject to the Batch Arbitration have not been resolved, NAM shall administer all remaining batches concurrently, to the extent possible, until all Demands are resolved.

21.9 Arbitrator's Decision. The arbitrator's decision shall be controlled by the terms and conditions of these Terms of Use and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Services. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the "Warranty Disclaimers" and "Limitations on Liability" Sections of these Terms of Use as to the types and the amounts of damages or other relief for which a party may be held liable. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration. The arbitrator may award any relief available under applicable law for a claim brought on an individual basis, not as a class or representative action.

21.10 Fees. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Thrillzz will pay any filing and hearing fees in excess of $250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions

set forth in Federal Rule of Civil Procedure 11. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement.

The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in subpart (vi)) provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

21.11 30-Day Right to Opt Out. You have the right to opt out and not be bound by the Arbitration Agreement by sending written notice of your decision to opt out to support@thrillzz.com with the subject line, "ARBITRATION OPT-OUT." The notice must be sent within thirty (30) days of (a) April 12, 2026; or (b) your first use of the Services, whichever is later. Otherwise, you shall be bound to arbitrate Disputes in accordance with the terms of the Arbitration Agreement. If you opt out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate a Dispute under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you opt out of the Arbitration Agreement, and Thrillzz also will not be bound by it.

21.12 Changes. Thrillzz will provide thirty (30) days' notice of any material change to Section 21. Any such material change will go into effect 30 days after Thrillzz provides notice and will apply to all claims not yet filed regardless of when such claims may have accrued. If Thrillzz materially changes this Section 21 after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Services 30 days after notice of such change will be deemed acceptance of those changes. If you do not agree to such material change, you may opt out by providing notice as described in Section 21.11 and subject to the terms of that Section.

21.13 Disputes not subject to arbitration and Governing Law.

21.13.1. For any Dispute not subject to arbitration you and Thrillzz agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in New York, New York. You further agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

21.13.2. The Terms and the relationship between you and Thrillzz shall be governed by the laws of the State of New York without regard to conflict of law provisions.

22. Notice and Procedure for Making Claims of Copyright Infringement

Thrillzz may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of a user who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Thrillzz with a written notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Thrillzz's Copyright Agent can be reached in the following ways:

Mail: ATTN: Legal, [Address]

Email: [FILL]

To be valid, a notice must be in writing and must follow the instructions above. You also may use the contact information in this Section to notify us of alleged violations of other intellectual property rights.

23. General

In this Section 23, references to Terms shall include these Terms and the License.

23.1 Severability and Survival. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable under applicable law, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the remainder of the provision shall be interpreted to achieve as closely as possible the effect of the original term and all other provisions of the Terms remain in full force and effect.

23.2 Material Terms. You agree that the provisions in these Terms that limit liability and disclaim warranties are essential terms of these Terms.

23.3 Entire Agreement. The Terms constitute the entire agreement between you and Thrillzz with respect to the Services and supersedes any prior agreements, oral or written, between you and Thrillzz.

In the case of a conflict between the Terms and the terms of any other electronic or machine readable statement or policy, including our Privacy Policy, the Terms shall control, except for any agreement governing the use of mobile Services or other online service in which the user agrees to or is presented with any Other Governing Agreement. In such case, the Other Governing Agreement shall control.

The failure of Thrillzz to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

23.4 Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

23.5 Section Titles. The section titles in the Terms are for convenience only and have no legal or contractual effect.

23.6 No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

23.7 Export Laws. You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Services to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom Thrillzz is prohibited from transacting business under applicable law.

23.8 Notices. Any notices or other communications provided by Thrillzz under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Except as explicitly described in the "Class Action Waiver and Arbitration Agreement" section, you may give notice to Thrillzz (such notice shall be deemed given when received by Thrillzz) at any time by emailing.

23.9 Assignment. These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

24. Contacting Us

If you have any questions, concerns, requests or comments regarding these Terms, or if you wish to opt out of communications from Thrillzz, we invite you to contact us by email at support@thrillzz.com