



## **TERMS AND CONDITIONS OF USE**

**Date Last Modified:** December 02, 2025

Thank you for reviewing these Terms and Conditions of Use (the “Terms of Use,” “Terms,” or “Agreement”). 10 Ten Gaming LLC (“10 Ten Gaming,” “10 Ten,” “We,” “Us,” or “Our”) operates SmilesCasino.com (“Website”), and any other services (collectively the “Service” or “Games”) available for your (“You,” “Your,” “User,” or “Users”) use subject to this Agreement. This Agreement spells out what Users can expect from 10 Ten Gaming and what 10 Ten Gaming expects from its Users. The 10 Ten Gaming Privacy Policy explains how 10 Ten Gaming collects and protects information about Users who use the Service and can be viewed at: [Privacy Policy](#)

Please read this Agreement carefully before creating a Smiles Casino account (“Account”), using the Website, or participating in any Service. Any questions regarding the Terms, [Sweepstakes Rules](#) or [Privacy Policy](#) should be directed to [support@Smilescasino.com](mailto:support@Smilescasino.com).

These Terms and Conditions which include and are inseparably linked to our [Privacy Policy](#), [Sweepstakes Rules](#), and [Responsible Social Gaming Policy](#) form a binding legal agreement between You and Us and apply to your use of any of the Ten10 Gaming LLC Services in any way. IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.

**PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME.**

## **1. ACCEPTANCE OF TERMS**

By creating an Account, using the Website, or participating in any Service or Game, including, without limitation, participating in its free-to-play or sweepstakes-based game(s) (each a “Game”), Users: (i) acknowledge that they have read and agree to be bound to and abide by these Terms; (ii) accept and agree to all the terms and rules for each Game in which they participate; and (iii) represent and warrant that they are authorized and able to accept these Terms. 10 Ten Gaming may also issue additional terms, rules, and conditions of participation, which are expressly incorporated by reference. Users agree to be subject to them if they participate in such Games. If a User does not wish to be bound by the Terms, the User must not access, or use the Service. By declining to accept these Terms, the User will be unable to create an Account or participate in the Service.

10 Ten Gaming reserves the right to change these Terms at any time without prior notice to Users. If 10 Ten Gaming modifies these Terms, 10 Ten Gaming will update the “Date Last Modified” and such changes will be effective upon posting. If 10 Ten Gaming makes what it determines to be material changes to these Terms, 10 Ten Gaming will notify Users by prominently posting a notice on the Website or by sending a notice to the e-mail addresses on file. Users’ continued use of the Service following such changes constitutes acceptance of such changes. If Users do not agree to the changes, their sole remedy is to cease using the Service. If Users breach any of the Terms, their authorization to use the Service automatically terminates.

## **2. SOCIAL NETWORKING/THIRD PARTIES DISCLAIMER**

The Service may be accessible through or provide links to third-party social networking sites and applications, including, without limitation, Facebook, Gmail, Twitter, TikTok, and Instagram. As a condition of participating in the Service, Users acknowledge and agree that such third parties do not sponsor, endorse, administer, and are in no way associated with the Service. All questions regarding the Service must be directed to 10 Ten Gaming. Users further acknowledge and agree that as a condition of participating in the Service, Users shall release any third-party social networking services accessible through the Service from any and all liability arising out of Users’ participation in such services. The integration of third-party social networking sites and applications is provided solely as a convenience to Users and Users access and use them entirely at their own risk and subject to such third parties’ terms and conditions.

### 3. ELIGIBILITY

To be eligible to create an Account and become a registered User, remain eligible for continued use of the Service, participate in Games, or win prizes offered by 10 Ten Gaming, You must, at the time of registration and all times thereafter: (i) be at least twentyone (21) years of age at time of account registration and are, under the laws of the jurisdiction(s) applicable to you, legally allowed to participate in the Games (ii) be physically located in any of the fifty (50) states and Washington, DC, (the “Jurisdiction”), excluding American Samoa, Arizona, Baker Island, Connecticut, Delaware, Guam, Howland Island, Idaho, Jarvis Island, Johnston Atoll, Kentucky, Kingman Reef, Louisiana, Maryland, Michigan, Midway Atoll, Minnesota, Mississippi, Montana, Navassa Island, Nevada, New Jersey, New York, Northern Mariana Islands, Palmyra Atoll, Pennsylvania, Puerto Rico, United States Minor Outlying Islands, United States Virgin Islands, Wake Island, Washington (the “Excluded States”), in which participation in the Service and the Games offered thereon is unrestricted by law; and (iii) at all times abide by these Terms. You are subject to the laws of the Jurisdiction in which You reside and/or from which You access the Service. Access to the Service and the Games offered thereon may not be legal for some or all residents of, or persons present in, certain Jurisdictions. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

To be eligible to enter any Game or receive any prize, the Registered User may be required to provide 10 Ten Gaming with additional documentation and/or information to verify the identity of the Registered User, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of a Registered User, 10 Ten Gaming will, in its sole and absolute discretion, utilize certain information collected by and/or on behalf of 10 Ten Gaming to assist in verifying the identity and/or eligibility of such Registered User.

10 Ten Gaming makes no representations or warranties, implicit or explicit, as to Your legal right to participate in the Service or that the Games provided through Our Service are appropriate or available for use in the Jurisdiction in which You are located, nor shall any person affiliated, or claiming affiliation, with 10 Ten Gaming have authority to make any such representations or warranties. We do not intend for the Service, or any offerings made available thereon to be used by persons present in Jurisdictions in which participation may be prohibited or restricted. You agree that the availability of the Service does not constitute an offer, solicitation, or invitation by Us for the use of the Service in any Jurisdiction in which such activities are prohibited or restricted. If You choose to access Our Service, You are solely responsible for ensuring the legality in your jurisdiction. You hereby agree that We cannot be held liable if laws applicable to You restrict or prohibit Your participation. If You open an Account and/or participate in the Games made available in the Service while located in a Jurisdiction that prohibits such activities, You will be in

violation of the law of such Jurisdiction and these Terms, and subject to having Your Account suspended or terminated.

Please note these further restrictions:

- Except as otherwise stated in the Eligibility section above, Employees, officers, directors, investors, agents, and representatives of 10 Ten Gaming or any of its parents, subsidiaries or affiliates, and each of their respective immediate family (defined as parents, spouse, and children) and any person residing in the same household as such are NOT eligible to redeem prizes.

Such persons may, however, use the Service, and will from time to time do so for the purpose of testing the Website and the Service, evaluating user experience and Games, and other reasonable and fair uses at the sole discretion of 10 Ten Gaming. 10 Ten Gaming consultants or promoters of the Service may play in the Games without such limitation, but only if (i) their arrangement with 10 Ten Gaming does not permit them to have any access to non-public Service data or any other data not made available to all Users on the Service that may impact Game outcome and (ii) they do not receive any other unfair advantages in their play in the Game. **10 TEN GAMING RESERVES THE RIGHT TO DENY ACCESS TO THE SERVICE TO ANYONE AT OUR SOLE DISCRETION.**

In addition, improper conduct may deem Users to be ineligible for the Services. Improper conduct includes, but is not limited to:

- Falsifying personal information;
- Engaging in any type of financial fraud including unauthorized use of credit to make a purchase;
- Any violation of the Terms of Use;
- Using a single Account to participate in a Game on behalf of multiple persons or otherwise collaborating with others to participate in any Game;
- Using automated means (including but not limited to scripts and third-party tools) to interact with the Website in any way;
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website or of any User for any purpose;
- Any type of offer abuse and abuse of promotions;
- Tampering with the administration of a Game or trying to in any way tamper with the computer programs or any security measure associated with a Game; ●

Obtaining other person's information and spamming other entrants; or • Abusing the Website in any way.

You acknowledge that the forfeiture and/or return of any prize shall in no way prevent 10 TenGaming from informing relevant authorities or seeking other legal remedies to the fullest extent permitted by law.

By accessing or using the Service, You represent and warrant that You are at least twentyone (21) years of age, have the right, authority and capacity to enter into this Agreement, to abide by all of these Terms, and that You are not prohibited from accessing and using the Service, including in the jurisdiction in which you reside or are present. If You do not meet the eligibility requirements of this section, then You are not authorized to use the Service. 10 Ten Gaming reserves the right to verify Your age, identity, and eligibility at any time. This includes requesting that You provide proof of identity documentation such as driver's license, passport, or birth certificate. Any failure to cooperate with 10 Ten Gaming in this respect may result in the suspension and/or termination of Your Account. To the extent 10 Ten Gaming requests proof of identity and You fail to do so within seven (7) days, or 10 Ten Gaming otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that 10 Ten Gaming may have in law or equity, We reserve the right to terminate Your Account and withhold or revoke the awarding of any prizes associated with such Account.

By inputting a payment method at any point, the registered User hereby affirms that the registered User is the lawful owner of the payment method account used to make any purchase(s) or payments. It shall be a violation of these Terms of Use for any registered User to submit payment using any payment method that is not owned by the registered User.

#### **4. USER ACCOUNTS**

- Registration Information

To create an Account, go to [Smilecasino.com](https://Smilecasino.com) and complete the registration pages. To create an Account, You will be required to (i) create a unique username, (ii) enter and verify your email address, (iii) create a password (collectively, the "Identifiers"). Once the account has been created, Users may enable Promotional Play using Smile Coins by providing and verifying a mobile phone number for account security and verification purposes. The username must not be offensive, be selected to deceive or misinform other Users, and may not offend common decency or infringe upon the rights of third parties. If 10 Ten Gaming receives information that a username is in breach of these Terms, the

account can be suspended by 10 Ten Gaming without prior notice. For security reasons, passwords must differ from usernames and may be changed whenever You deem necessary. A User's password should be kept secret and periodically changed. 10 Ten Gaming will not ask You to reveal Your password, or initiate contact with You asking for Your password.

You agree to (i) provide true, accurate, current, and complete information about Yourself during the registration process and thereafter (the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You may request to modify Your Registration Data by logging into Your

Account and contacting customer service at support@Smilescasino.com. Any information collected by 10 Ten Gaming will be held subject to Our Privacy Policy, available at: <https://smilescasino.com/privacy-policy>. If You provide any information that is untrue, inaccurate, not current, or incomplete, or 10 Ten Gaming has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your Account immediately and refuse any and all current or future use of the Service (or any portion thereof).

If You are given the option to register through Your social media account, You will be asked to login using Your social media account credentials. Creating an Account for the first time will then prompt You to connect Your Smiles Casino and social media accounts. By creating a Smiles Casino Account via Your account with a social media account, You are allowing 10 Ten Gaming to access Your social media account information. If You access the Service from a social media account, You shall comply with the terms of service of the social media account as well as these Terms.

- Safeguard Obligation

You agree to keep Your Identifiers secure and confidential. You are solely responsible for all usage or activity on Your Account including, but not limited to, use of the Account by any person who uses Your Identifiers, with or without authorization, or who has access to any computer or device on which Your Account is accessible. In the event that You are concerned that Your Identifiers are no longer secure and confidential, You should immediately notify 10 Ten Gaming by sending an e-mail to support@smilescasino.com whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at the sole discretion of 10 Ten Gaming. Without limiting the foregoing, any transactions made and accepted within the Service where Your Identifiers have been used (and where You have not previously notified Us as provided herein) will be treated as valid.

- One Account

Only one (1) Account is allowed per person. In the event that We determine that You have registered more than one (1) Account, then You acknowledge and agree that, in addition to any other rights that We may have, 10 Ten Gaming has the right to suspend or terminate Your Account(s), refuse any and all current or future use of the Service, and withhold or revoke the awarding of any prizes.

You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms of Use to allow any other person to use your account to participate in any Game. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use. If We request personal information from You, You must provide us with accurate and complete information and must update the information when it changes.

- No Transfer

Your Account is not transferable. Under no circumstances shall You allow or permit any other person or third-party, including, without limitation, any person under the age of twenty-one (21), to use or re-use Your Account in such a way that may breach the standards or laws in any Jurisdiction where You are located and/or are a resident, or where such other person is located and/or is a resident. You accept full responsibility for any unauthorized use of the Service and for any use of Your Account by any other person or third-party in connection with Your Account. Any person found to have violated this section may be reported to the relevant authorities and will forfeit all rewards in their Account. 10 Ten Gaming will not be liable for any loss that You may incur as a result of someone else using Your Account, either with or without Your knowledge, unless You have previously notified 10 Ten Gaming as provided herein that

Your Identifiers are no longer secure and confidential. In the absence of prior notification to 10 Ten Gaming that Your Identifiers are no longer secure and confidential, You will be liable for losses incurred due to someone else using Your Account.

- Equipment Obligation

You must provide all equipment and software necessary to connect to the Website, including, but not limited to, a computer or mobile device that is suitable to connect with and use the Website. You are responsible for any technical requirements or fees,

including, but not limited to, Internet connection or data usage fees that You incur when accessing the Website.

- Right To Terminate

Users may cancel their Account and terminate their right to use the Service at any time by following the Self Exclusion instructions within the Service or contacting support@smilescasino.com. If Users cancel their Account, We reserve the right to collect fees, surcharges, or costs incurred before canceling the Account. We may suspend or terminate Accounts, confiscate any Account balances in accordance with applicable law, refuse any and all current or future use of the Service (and access to all related entitlements), and/or terminate Users' limited license to the Website at any time, without notice, and for any reason, including, without limitation, for violation of this Agreement, illegal or improper use of an Account, or illegal or improper use of the Service. 10 Ten Gaming also reserves the right to suspend or terminate Accounts with no Smile Coins balance that have been inactive for one hundred eighty (180) days or longer. In the event that a User's Account is terminated or canceled, the User will have no further access to their Account, or anything associated with it. Users can lose their username and persona in the Service as a result of Account termination or cancellation. If Your Account is suspended or terminated by Us for a violation of the Terms, We reserve the right to determine whether to declare as void any transaction(s) and winnings or other prizes. In such an event, We use these funds to defray the costs of administration and enforcement of the Terms. If Your Account is subject to a suspension or termination, You must respect the restrictions and limitations imposed on Your Account as part of the suspension or termination, and You should communicate with Us regarding restoration of Your Account only via support@Smilescasino.com.

- Inactive Accounts

An inactive account is an account, having a Smile Coins balance, that has not been accessed for an uninterrupted period of 12 months.

10 Ten Gaming also reserves the right to suspend or terminate Accounts with no Smile Coins balance that have been inactive for one hundred eighty (180) days. If there is a Smile Coins balance remaining in an inactive account (an account inactive for 180 days), then we will attempt to reach out via your specified method of communication and contact you prior to suspending or terminating your account. If we reach out and do not receive any response, or if we receive a response but your account remains inactive for another fourteen (14) days, then we may suspend or terminate your account and the Smile Coins in a Terminated Accounts may be subject to forfeiture.

If Your Account has a Smile Coins balance, becomes inactive, and we are unable to reach You, then We, if required, in accordance with the applicable law (depending on where you are a resident), shall take appropriate action which may require the transfer of your remaining balance, if applicable, to the relevant state regulatory body.

## 5. GAMES

- Games

There are a number of Games made available on the Service in which You participate for the chance to win prizes. We reserve the right to replace or remove Games at any time without notice to You. Each of Our Games is governed by its specific rules and paytables, which are incorporated into these Terms by this reference.

The Games may be played using Gold Coins or Smile Coins. For the avoidance of doubt, while some Games may bear resemblance to games from real-world casinos, the Games do not offer real money gambling opportunities. No actual money is required to play and the Service is intended for entertainment purposes only.

The Gold Coins games are played using Gold Coins, which is a virtual currency that holds no value. Gold Coins games do not award cash prizes; rather, all prizes or winning derived from gameplay are awarded as Gold Coins (which are not redeemable).

Gold Coins may be awarded or purchased.

The Smile Coins games are played using Smile Coins, which are virtual coins that are only used for Promotional Play. The Smile Coins games award Smile Coins as prizes, which may (subject to restrictions) be redeemed for Cash prizes.

Smile Coins cannot be purchased and are only available via promotional methods. Please see the additional terms and conditions for the Smile Coins games, including how to obtain Smile Coins, how to redeem Smile Coins, etc. at [Sweepstakes Rules](#).

Game rules, payable and scoring may differ from Game to Game. You have the responsibility to review them prior to participating in any Game, and to review for any changes.

Winners are determined by the objective criteria described in the Game Rules, scoring, payable, and any other applicable documentation associated with the Game. **The Website and Games do not offer any form of gambling.**

- Game Disputes

In the event of a dispute regarding the identity of the person submitting an entry into a Game, the entry will be deemed submitted by the person in whose username the entry was submitted, or if possession of the username itself is contested, the name of the Authorized Account Holder. "Authorized Account Holder" is defined as the natural person who is the age of majority in his or her Jurisdiction of residence and who is assigned the submitted e-mail address for registration with the Service. By inputting a payment method, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account. It shall be a violation of these Terms for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

- Cheating

10 Ten Gaming endeavors to host fair Games and exercises reasonable efforts to detect and prevent cheating. Notwithstanding such efforts, there will be Users who attempt to cheat, and 10 Ten Gaming does not guarantee that all such instances of cheating will be detected or prevented. Users therefore acknowledge and agree to participate in the Games at their own risk. 10 Ten Gaming reserves the right to terminate a User's Account and ban such individual from future participation in the Service without notice, forfeiture of winnings, and take any other actions in accordance with applicable state and federal laws if 10 Ten Gaming suspects that a User is violating these Terms, including, without limitation, committing any of the following actions:

1. Using or attempting to use automated tools, script software, bots, or other unauthorized software, hardware, or modifications to obtain an advantage;
2. Exploiting vulnerabilities or glitches in the Games; or
3. Directly or indirectly disabling, circumventing, or otherwise interfering with the operation of software designed to detect or prevent cheating;

The foregoing actions shall constitute a material breach of these Terms for which offending Users will be liable to 10 Ten Gaming for any resulting damages. You acknowledge and agree that We shall not be responsible or liable for cheating that is not detected or prevented or for any resulting losses related thereto.

- Results and Winners

The results and winners of each Game will be determined by Us at Our sole discretion and such determinations are final. Winners will be notified by e-mail or other means of communication available including in-product OR website inbox messages once the final

results of a given Game are determined. We reserve the right to void and/or make adjustments based on errors or irregularities in statistical data or scoring. For example, if we determine there has been an error, We may void the official results, stats, etc. of events that have already occurred and have been posted to Your Account (or have affected Your score, progress, status, etc.) at Our sole discretion. We also may make adjustments in the event of noncompliance with the Terms. Any decision by 10 Ten Gaming as to the winner(s) and winnings of a Game shall stand as a final and binding decision. 10 Ten Gaming has no obligation to delay the awarding of a prize in anticipation of any adjustment, but We reserve the right to reverse prizes in the event of any adjustment. By registering an Account and/or participating in any Game, You unconditionally agree that 10 Ten Gaming shall serve as the sole judge and arbiter as to the determination of a winner(s) in all Games in the event a dispute arises and agree to cooperate with Our efforts to reverse prizing, as necessary.

10 Ten Gaming reserves the right, in its sole and absolute discretion, to deny any User the ability to participate in the Service for any reason whatsoever.

10 Ten Gaming also reserves the right to add or remove Games, in Our sole discretion, without any restrictions.

10 Ten Gaming, in its sole discretion, may suspend or ban You from the Service, refuse to award prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct 10 Ten Gaming deems, in its sole discretion, to be improper, unfair, fraudulent, or otherwise adverse to the operation of the Service or in any way detrimental to other users. Improper conduct includes, but is not limited to: falsifying personal information, including payment information, required to use the Service or claim a prize; violating eligible payment method terms, including the terms of any cash rewards payment card, violating any of these rules, accumulating Coins or prizes through unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Service or trying in any way to tamper with the computer programs associated with the Service; obtaining other Users' information and spamming other Users; and abusing the Service in any way; or otherwise violating these Terms of Use. You acknowledge that the forfeiture and/or return of any prize shall in no way prevent 10 Ten Gaming from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

If for any reason the Service is not running as originally planned (e.g., if the Site becomes corrupted or does not allow the proper usage and processing of Games and Sweepstakes in accordance with the rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by Users, fraud, technical failures, or any other causes of any kind, in the sole opinion of 10 Ten Gaming corrupts or affects the administration,

security, fairness, integrity or proper conduct of the Service), 10 Ten Gaming reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service.

The failure of 10 Ten Gaming to comply with any provision of these Terms due to an act of God, for example hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of 10 Ten Gaming or other force majeure event will not be considered a breach of these Terms.

- Prizes

Prizes may be offered in the form of Gold Coins or Smile Coins. See the official payable and/or rules for each Game for complete prize details and restrictions.

No substitution or transfer of any prize is permitted. All prizes are awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by 10 Ten gaming. If any legal authority challenges the award and/or Your receipt of a prize for winning a Game, We reserve the right to revoke, cancel, suspend, substitute, or modify the award of such prize.

Any prizes that are mistakenly credited to Your User Account remain Our property and will automatically be deducted from Your User Account upon confirmation of the error. Any winnings mistakenly credited to Your User Account that have been withdrawn by You before confirmation of the error will constitute a debt owed by You to Us in the amount of such wrongfully attributed winnings.

- Affidavit of Eligibility/Taxes

In order to receive a Prize, Users may be required via e-mail or U.S. Mail to receive and return an executed affidavit of eligibility, a liability release and, where lawful, a publicity release (collectively, the "Affidavit") and/or appropriate tax forms within seven (7) days of notification. By participating in the Game within the Service, You agree to receive via email or U.S. Mail and return an executed Affidavit and/or appropriate tax forms, as applicable, and You agree that if such documents are not returned within the specified time period, or if the prize or prize notification is unclaimed or returned as undeliverable, or if You are not in compliance with these Terms, the prize will be forfeited and may be awarded to another potential winner at Our discretion.

By participating in the Games within the Service, You agree that all tax liability relating to Your redemption of a prize are the sole responsibility of You. It is the policy of 10 Ten

Gaming, in compliance with United States Internal Revenue Service (IRS) regulations, to send an IRS Form 1099 or other appropriate form to any person who redeems in excess of \$600 USD on the Service in any given year. If You have thus redeemed a cumulative amount of \$600 USD or more in a calendar year, You will be contacted by 10 Ten Gaming and required to submit Your residential address and tax ID number (social security number).

**You, not 10 Ten Gaming, are responsible for filing and paying applicable state and federal taxes on any winnings. 10 Ten Gaming does not provide tax advice, nor should any statement in this Agreement or on the Service be construed as tax advice.**

By participating in the Games within the Service, You agree that if You are contacted by Smiles Casino or 10 Ten Gaming, You will immediately provide Your residential address and tax identification number (i.e., social security number) as We will need these details in order to file a IRS Form 1099. 10 Ten Gaming reserves its right to request any other information from You necessary for Us to submit an IRS Form 1099 to the IRS. Depending on the Jurisdiction in which You reside, We may also send You additional, similar tax forms. However, You remain solely responsible for paying all federal and other taxes in accordance with the laws that apply in Your Jurisdiction of residence. 10 Ten Gaming will attempt to contact the Users that submitted a redemption request through e-mail to obtain the necessary information. However, if the user fails to provide the required information after one (1) year, the user forfeits the funds to 10 Ten Gaming.

10 Ten Gaming warrants and represents that all personal information, including, but not limited to Your social security number, will be maintained in confidence, and used solely for the purposes of submitting the 1099-MISC form to the IRS. Please see Our Privacy Policy available at: <https://smilescasino.com/privacy-policy> for more information relating to how Your personal identifiable information will be maintained.

- Purchases and Prize Redemptions Generally

To the extent applicable, You agree to provide us with first and last name, a valid residential address, date of birth and any other information We may require in order to run appropriate identity checks and comply with applicable rules and regulations prior to making any purchase. You are responsible for and agree to pay all fees and any other liability incurred that were caused by or arising out of payments that you authorized or accepted or that were authorized or accepted using your User Account (even if not authorized by you).

To redeem Smile Coins for Cash Prizes You will be required to provide appropriate documentation that allows Us to verify You. While your account is pending verification, You may be able to make Coin purchases and participate in Games and Sweepstakes, but You will not be able to redeem any Smile Coins from Your account until verification is complete. If We are unable to verify You and/or You have failed to provide Us with the required documents, We reserve the right to suspend Your account and withhold any balance until such time as We have been able to successfully verify You.

We also may conduct checks for compliance with these Terms, including anti-fraud checks on playing patterns and purchases prior to processing a redemption, and We may request additional information before permitting a redemption.

Player winnings after Sweepstakes Games are finished (i.e., Redeemable Smile Coins) are subject to review for evidence of fraud, verification or other prohibited conduct as described above.

10 Ten Gaming, in its sole discretion, may limit the amount a User can purchase for their account in a single purchase or total purchases.

## **6. REDEMPTION FROM YOUR ACCOUNT**

Players may only request to redeem coins that are Redeemable Smile Coins (i.e. Smile Coins that were won in sweepstakes games). Further, the minimum redemption request is at least 100 Smile Coins.

Only verified accounts may request a redemption.

In the verification process, We will check and verify (i) the ID of a user is valid, (i) the full address and proof of address (e.g. utility bills), and (iii) the banking information and proof of banking (bank statement). We may request for additional information if we deem necessary, including source of wealth or source of funds documents such as payslips and personal bank statements for verification purposes.

All redemptions will be denominated in U.S. dollars unless otherwise expressly stated. Redemption requests cannot be initiated until such information is received and verified.

The processing of requested redemptions may take up to five (5) business days; provided, however, 10 Ten Gaming reserves the right to suspend Your Account and/or delay a request for redemption pending completion of any investigation of reported or suspected abuse by a User requesting redemption, and/or compliance with all applicable Federal and State laws and regulations including but not limited to the Bank Secrecy Act, the

Patriot Act and IRS regulations. If You do not receive Your redemption within five (5) business days, please contact customer support at [support@smilescasino.com](mailto:support@smilescasino.com).

We process redemption requests in the order in which they are received.

We reserve the right, in our sole discretion, to only process one redemption request per User in any 24 hour period.

We reserve the right to process a redemption request in smaller increments over a number of days until all of the Prize has been allocated or paid. Redemption requests and/or payments of \$10,000 or more may require a longer processing time due to bank clearance and security and fraud checks, and may also be processed in more than one payment. In Florida, the maximum redemption value of a Smile Coins prize won on any one spin or play, via a Participant's participation in the Sweepstakes is \$5,000 USD.

Any redemption of a prize valued in excess of \$5,000 USD will not be allocated or paid.

Prizes redeemed for cash will be paid into a joint account provided that one of the names on the joint account matches the name You provided when registering your Account and all verification checks we require in relation to you and the other account holder are completed to our satisfaction. For the avoidance of doubt, if either joint account holder does not satisfy our verification requirements, as determined solely at our discretion, we will not make payments into the nominated joint account.

Prizes redeemed for cash will not be paid into:

- a joint account where one of the joint owners is a minor; or
- custodial accounts; or
- any account held on trust for, or for the benefit of, a third party (including a minor).

When You submit a redemption request, it is your sole responsibility to ensure that your financial institution will accept payment from Us into your bank account. We have no obligation to check whether your financial institution will accept payments from us to your nominated bank account.

**All taxes associated with the receipt of any Cash Prize are the sole responsibility of the User.** In the event that the awarding of any Cash Prizes is challenged by any legal authority, 10 Ten Gaming reserves the right in its sole discretion to determine whether or not to award such prizes.

Where possible, redemption requests, after approval by Smiles Casino and 10 Ten Gaming, will be credited back to the same method of payment used for purchase. Where possible, Smiles Casino or 10 Ten Gaming will release redemptions to a payment method other than that which was used to make purchase(s) after the aggregate amount of such purchase(s) has already been released back to the payment method(s) used for the purchase(s). We reserve the right to require the use of specific payment methods for redemption at our own discretion. The ability to use a payment method for the purchase of Gold Coins does not guarantee the ability to use the same payment method for redemption.

## **7. IN-GAME VIRTUAL COINS**

The Service offers two forms of virtual coins: Gold Coins and Smile Coins. Gold Coins is a social casino currency that can be used to play the Gold Coins games but cannot win any prize except for additional Gold Coins. Gold Coins can be awarded for free or purchased but they can never be redeemed. Smile Coins can be received via various promotional means but cannot be purchased. Smile Coins, subject to certain restrictions, may be redeemed for cash prizes.

You agree that We have the absolute right to manage, regulate, control, and modify the virtual coins as We see fit in Our sole discretion, in any general or specific case, and that We will have no liability to You based on Our exercise of such rights. You agree that You have no right or title in or to any such virtual coins appearing or originating on the Service.

Gold Coins are used exclusively for the Gold Coins games and the Smile Coins are used exclusively for the Smile Coins games. You may not use the virtual coins for any other purpose.

**We do not recognize any virtual coins transfers executed outside of the Service or the purported sale, gift, or trade in the “real world” of anything related to the Service. Accordingly, You may not sell virtual coins for “real world” money or otherwise exchange virtual coins for value outside of the Service.** Any attempt to do so is in violation of these Terms and will result in a ban from the Service and the services offered thereon.

All virtual coins are forfeited if Your User Account is terminated or cancelled for any reason, in Our sole discretion, or if We discontinue providing the Service or the services offered thereon.

## **8. PROMOTIONS**

All promotions including sweepstakes promotions, Games, and special offers are subject to these Terms and any additional terms that may be published at the time of the promotion or special offer. In the event and to the extent of any conflict between these Terms and any promotion or special offer-specific Terms, the promotion, Game, or special offer-specific Terms will prevail.

We reserve the right at our sole discretion and without any requirement to give reasons to exclude You from any promotions, Games, or special offers that are offered from time to time. We reserve the right to exclude You from any promotions, Games or special offers if We believe that You have tried to enter by using more than one User Account or are otherwise engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in Your local jurisdiction). Where multiple entries/accounts have been used, We reserve the right to suspend these accounts and withhold any promotional benefits.

You confirm that You grant Us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, and without further acknowledgement of You as the author, any content You post or publish as part of a promotion, Game, or competition.

## **9. LIMITED LICENSE TO THE SMILES CASINO WEBSITE**

- License Grant

Subject to the Terms and Conditions of this Agreement, 10 Ten Gaming grants Users a limited, non-exclusive, and non-transferable license to (i) use the Smiles Casino website solely in connection with the Service on a computer or similar device owned or otherwise controlled by Users ("Device") strictly in accordance with this Agreement and (ii) access and use the Service made available in or otherwise accessible through the Smiles Casino Website strictly in accordance with this Agreement.

- License Restrictions

Users acknowledge and agree that they shall not:

- Copy the Smiles Casino Website, except as expressly permitted by this license;
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Smiles Casino Website;

- Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Smiles Casino Website or any part thereof;
  - Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Smiles Casino Website, including any copy thereof;
  - Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Smiles Casino Website or any features or functionality of the Smiles Casino Website, to any third-party for any reason, including by making the Smiles Casino Website available on a network where it is capable of being accessed by more than one (1) mobile device at any time;
  - Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Smiles Casino Website; or
  - Use the Smiles Casino Website in a manner prohibited by applicable laws or regulations, including, without limitation, in connection with any form of unlawful gambling.
- 
- License of Non-Redeemable Coins/Currency/Tokens (“Coins”)

The name of your payment mechanism must match the name of Your Account. If it comes to Our attention that the name You registered on Your User Account and the name linked to Your payment mechanism differ, Your User Account may be suspended, purchases may be voided and virtual coin currency balance may be adjusted accordingly. **You must promptly notify Us if Your Payment Mechanism is cancelled, lost or stolen or if the security of your payment mechanism has otherwise become compromised.**

You acknowledge and agree that We may, from time to time and without notice, appoint one or more payment agents/processors to process or make payments from or to You on Our behalf.

If one or more of your purchases is subject to a chargeback request, Your Account may be suspended. In the event of any chargeback on Your Account, the amount of the chargeback will be a debt owed by You to Us and You must immediately submit payment for such purchases through an alternative payment mechanism.

You agree that We and/or our payment agents/processors appointed by Us from time to time may store your payment details to process future purchases. By accepting these

Terms, You authorize Us and/or Our payment agents/processors to store Your payment credentials in compliance with applicable payment processing regulations.

A payment agent/processor will have the same rights, powers and privileges that We have under these Terms and will be entitled to exercise or enforce their rights, powers, and privileges as our agent or in their own name. In no event will We be liable to You for any loss, damage, or liability, resulting from the payment agent/processor's negligence and/or acts beyond the authority given by Us.

Gold Coins are licensed, not sold to You. Gold Coins do not have any real money value, and may never be redeemed for actual money, goods, or other items of monetary value from Us to any other party. You acknowledge, subject to mandatory legislation, that We are not obligated to provide any refunds for any reason. The purchase of Gold Coins is not the deposit of funds which can be withdrawn.

You acknowledge and agree that all Coins will be forfeited and You will not be entitled to receive money or other compensation for unused Coins when an account is terminated or suspended for any reason, regardless of whether such termination or suspension was voluntary or involuntary, or if we discontinue providing the service or any particular Game.

All Coin purchases will be in USD. Following a successful purchase, Coins will be added to Your Account instantaneously unless there is any delay due to situations outside our control such as poor internet connectivity, internet failure, or electricity outages. When You purchase Coins, it will appear on Your statement as a purchase from 10 Ten Gaming LLC or Smiles Casino. When You purchase Coins, You will receive two confirmations: (i) an on-screen confirmation that the transaction has taken place; and (ii) an email to the email address on Your Account confirming that the transaction has taken place.

Contact Customer Support for payment related queries by e-mailing [support@smilescasino.com](mailto:support@smilescasino.com).

- Reservation of Rights

Users further acknowledge and agree that the Smiles Casino Website is provided under license, and not sold, to Users. Users do not acquire any ownership interest in the Website under this Agreement, or any other rights thereto other than to use the Smiles Casino Website in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. 10 Ten Gaming and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Smiles Casino Website, including all copyrights, trademarks, and other intellectual

property rights therein or relating thereto, except as expressly granted to Users in this Agreement.

## **10. OTHER INTELLECTUAL PROPERTY RIGHTS**

- Copyright Information and Personal & Non-Commercial Use Limitation

Content within the Service, including, without limitation, any technology, software products, accounts, names, logos, graphics, music, and virtual goods are owned and/or licensed by 10 Ten Gaming and are protected by international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. 10 Ten Gaming does not claim ownership of intellectual property owned by third parties.

Except as expressly permitted by this Agreement, Users must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any material available through the Service. In addition, Users must not:

- Modify copies of any materials available through the Service;
- Reprint or electronically reproduce any content available through the Service, in whole or in part;
- Provide copyrighted or other proprietary content to 10 Ten Gaming or make such content available through the Service without permission from the owner of such material or rights;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials available through the Service; or
- Access or use for any commercial purpose any part of or materials available through the Service.

Printing, copying, modifying, downloading, or otherwise using or providing any other person with access to any part of the Service in breach of this Agreement may result in the termination of a User's Account, prohibition from using the Service, and/or legal action. Content owners may take criminal or civil action against Users for unauthorized use of intellectual property. Users agree to indemnify and hold 10 Ten Gaming harmless from any unauthorized or illegal conduct by Users or through the use of a User's Account, via the Service.

- Trademarks

10 Ten Gaming owns, has, or may register trademarks for its many goods and services, including, without limitation, the associated graphics, logos and service marks and they may not be used without prior written consent of 10 Ten Gaming. All other trademarks, product names, and company names and logos appearing within the Service are the property of their respective owners.

- Rights of Publicity

By participating in the Service, You agree to the use by 10 Ten Gaming of Your username, statements, biographical information, and city and state address for advertising and promotional purposes of the Service, including, without limitation, the Games, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without compensation, review or approval rights, notification or permission, except where prohibited by law. 10 Ten Gaming reserves the right to make public statements about the entrants and winner(s), on the Internet, in promotional materials or otherwise, prior to, during, or following a Game. You agree that We may announce any winner's name on the Service at any time in connection with the marketing and promotion of Smiles Casino.

- Ideas and Inventions

All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to 10 Ten Gaming in connection with Your use of the Service shall be the exclusive property of 10 Ten Gaming. You agree that unless otherwise prohibited by law 10 Ten Gaming may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to You.

## **11. INTERACTIVE SERVICES AND USER CONTENT**

- Monitoring and Enforcement; Termination

10 Ten Gaming does not undertake a review of material before it is posted on or through the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, 10 Ten Gaming assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any User or thirdparty. 10 Ten Gaming has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. 10 Ten Gaming does reserve the right, however, at its sole discretion, to take any of the following actions:

- Remove or refuse to post any User Content for any or no reason;

- Take any action with respect to any User Content that 10 Ten Gaming deems necessary or appropriate, including, without limitation, if 10 Ten Gaming believes that any User Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of other Users or the public or could create liability for 10 Ten Gaming;
- Disclose User identity or other information about Users to any third-party who claims that material posted by Users violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; or
- Terminate or suspend access to all or part of the Service for any or no reason, including, without limitation, any violation of this Agreement.

Without limiting the foregoing, 10 Ten Gaming reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Service. USERS WAIVE AND HOLD HARMLESS 10 TEN GAMING AND 10 TEN GAMING PROVIDERS (DEFINED BELOW) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

- Content Standards

User Content must comply with all applicable federal, state, and local laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement;
- Be intended or likely to deceive any person;

- - Advocate, promote, or assist any illegal activity;  
Be likely to upset, embarrass, alarm, or annoy any other person;
  - Impersonate any person, or misrepresent the User's identity or affiliation with any person or organization;
  - Give the impression that it is endorsed by 10 Ten Gaming or any other person or entity if this is not the case.
- 
- Responsible Social Gameplay

10 Ten Gaming actively supports responsible social gameplay and encourages You to make use of a variety of responsible social gameplay features so as to better manage Your User Account. Please see <https://smilescasino.com/responsible-social-gaming> for additional information.

## **12. CONDUCT ON SERVICE**

Users agree not to use the Service for any unlawful purpose or for any purpose that is prohibited by this Agreement. Users further agree not to:

- Engage in any illegal activity, including gambling, or the planning of any illegal activity;
- Post or transmit, or cause to be posted or transmitted, any content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates the law or the rights of 10 Ten Gaming, its Users, or any thirdparty;
- Threaten, harass, abuse, or otherwise intimidate any User(s);
- Send or cause to be generated any unwanted e-mail to any User(s) or other third party;
- Inflict or cause to be inflicted in any manner whatsoever software viruses or any other code designed to interrupt, destroy, limit, or otherwise affect the functionality of any software or hardware or telecommunications equipment associated directly or indirectly with the Service;
- Employ any automated means, including, without limitation, bots, scrapers, or spider to access or participate in the Service for any purpose;
- Using any artificial means to alter a User's position in the Games;
- Improperly using support or complaint features of the Service or making false reports to 10 Ten Gaming;

- 
- Use the Service for any purpose other than that which is authorized in this Agreement or in a manner that violates any laws including intellectual property laws;  
Seek to or in any way assist others in obtaining Account, password, or personal information from any User(s);
- Create a false identity, impersonate another person, or otherwise attempt to mislead any person as to the identity or origin of any communication;
- Create more than one (1) Account;
- Selling or transferring an Account or any attributes related thereto;
- Create or submit unwanted email ("Spam") to any other Users or other third parties;
- Submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- Post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Use any robot, spider, scraper, sniping software or other automated means to access the Service for any purpose (except for RSS feed access) without our express written permission;
- Taking any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Interfering or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or
- Bypassing any measures we may use to prevent or restrict access to the Service;
- Use unauthorized scripts;
- Advertise to, or solicit, any User to buy or sell any products or service, or use any information obtained from the Service in order to contact, advertise to, solicit, or sell to Users without their prior explicit consent;
- Enter into Games, by any means including multi-accounting, for which you are ineligible; or
- Engaging in any other activity deemed by 10 Ten Gaming to be in conflict with the spirit or intent of this Agreement.

Any use of the Service in violation of the foregoing constitutes a breach of this Agreement and may result in, among other things, Account suspension and/or termination, prohibition from using the Service, and/or legal action. Users understand that any attempt to deliberately damage the Service or undermine any Game may also be a violation of criminal and/or civil laws and 10 Ten Gaming reserves the right to seek damages and

- other remedies from any such person to the fullest extent permitted by law. If Users wish to report any abuses, inappropriate online conduct, or a violation of this Agreement, please forward all evidence of the same to [support@smilescasino.com](mailto:support@smilescasino.com). Please report responsibly.

### **13. LIMITATION ON WARRANTY AND LIABILITY**

- Disclaimer of Warranties

Users expressly acknowledge and agree that use of the Service is at their sole risk. Users further acknowledge and agree that the Service is provided on an “AS IS” and “as available” basis. Neither 10 Ten Gaming nor any of its parents, subsidiaries, affiliates, licensees, licensors, contractors, agents, content providers, vendors, component suppliers (both hardware and software), and/or any third-party who provides products or services purchased from or distributed by 10 Ten Gaming as well their respective officers, directors, members, managers, representatives, employees, investors or the like (collectively “10 Ten Gaming Providers”), warrant that services affiliated with 10 Ten Gaming, including, but not limited to, the Website and the Games and services offered thereon, will be uninterrupted, error-free, or free of viruses, worms, Trojan horses, keyboard loggers, spyware, adware, malware, harmful or malicious code, or other defects.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 10 TEN GAMING AND THE 10 TEN GAMING PROVIDERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED AND STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. 10 TEN GAMING AND THE 10 TEN GAMING PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, SECURITY OF THE SERVICE, AVAILABILITY OF ANY GOODS, SERVICES OR OFFERINGS OFFERED ON OR THROUGH THE SERVICE, OR THE INFORMATION, CONTENT, SERVICES, MATERIALS OR PRODUCTS, INCLUDED ON OR THROUGH THE SERVICE.

NEITHER 10 TEN GAMING NOR ANY 10 TEN GAMING PROVIDER MAKES A WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, OR SERVICES, PROVIDED ON OR THROUGH THE SERVICE. THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON OR THROUGH THE SERVICE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. NEITHER 10 TEN GAMING NOR ANY 10 TEN GAMING PROVIDER SHALL BE RESPONSIBLE FOR ANY OPINIONS, VIEWS, ADVICE, STATEMENTS, OR USER CONTRIBUTIONS POSTED ON OR THROUGH THE SERVICE (INCLUDING, WITHOUT

LIMITATION, IN ANY INTERACTIVE AREAS OF THE SERVICE) BY ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED 10 TEN GAMING AND SMILES CASINO REPRESENTATIVE.

- Limitations on Liability

NEITHER 10 TEN GAMING NOR THE 10 TEN GAMING PROVIDERS GUARANTEE THE

CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICE OR ANY ASPECT THEREOF. THE OPERATION OF THE SERVICE MAY BE INTERFERED WITH

BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF 10 TEN GAMING AND THE 10 TEN GAMING PROVIDERS. YOU UNDERSTAND AND AGREE THAT NEITHER 10 TEN GAMING NOR THE 10 TEN GAMING PROVIDERS SHALL BE LIABLE TO USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 10 TEN GAMING OR THE 10 TEN GAMING PROVIDERS HAD BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER TRANSMISSIONS OR DATA; (III) OPINIONS, VIEWS, ADVICE, STATEMENTS, OR USER

CONTRIBUTIONS POSTED ON OR THROUGH THE SERVICE; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND REGARDLESS OF THE FORM OF THE ACTION, 10 TEN GAMING'S LIABILITY TO USERS FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY SUCH USER TO 10 TEN GAMING FOR USE OF THE SERVICE DURING THE TERM OF THEIR REGISTRATION, NOT INCLUDING ANY FEES PAID FOR SERVICES AND/OR PRODUCTS RENDERED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

IN THE EVENT THAT A USER RESIDES IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY TO SUCH USER.

## **14. SERVICE AND MAINTENANCE**

10 Ten Gaming conducts maintenance work on its systems from time to time primarily for the purpose of ensuring security and integrity. A portion, or sometimes all, of the features of the Service will not be available during maintenance periods. If possible, Users will be notified of maintenance periods in advance, however, Users hereby agree that 10 Ten Gaming may update the Service with or without notifying Users. 10 Ten Gaming also reserves the right to modify or discontinue operation of any aspect of the

Service at any time, including, without limitation, the availability of the Website, or any features or content thereon, including without limitation the offering of Games. 10 Ten Gaming may also impose limits on certain features and offerings or restrict access to parts or all of the Service with or without notice to Users and without liability to Users or any third-party. All problems encountered during the use of the Service, including those with regard to User Accounts, etc., can be reported to 10 Ten Gaming when the problem is encountered at [support@smilescasino.com](mailto:support@smilescasino.com).

## **15. THIRD-PARTY ADVERTISERS/MERCHANTS/PAYMENT PROCESSORS**

The Service may feature advertisements from 10 Ten Gaming as well as Our third-party sponsors. 10 Ten Gaming's disclosure of information for third-party advertising is addressed in the [Privacy Policy](#). 10 Ten Gaming makes no representation or warranty regarding any content, goods and/or services provided by any third-party even if linked to from the Service and will not be liable for any claim relating to any third-party content, goods and/or services. 10 Ten Gaming is not responsible for their content, business practices, or privacy policies, or for the collection, use, or disclosure of any information those sites and services may collect. Further, the inclusion of any link does not imply endorsement by 10 Ten Gaming of such sites or services.

The Service may also enable You to order and receive products, rewards, information, or services from third-party merchants that are not affiliated with or controlled by 10 Ten Gaming. All matters concerning such products, information and services are solely between You and such merchants. 10 Ten Gaming does not endorse, warrant, or guarantee such products, information, or services, and We are not liable for the accuracy, completeness, or usefulness of such information or the quality or availability of such products or services. 10 Ten Gaming will not be a party to and are not responsible for monitoring any transaction between You and such third-party merchants. Any charges or obligations You incur in Your dealings with these third-party merchants are Your sole responsibility.

The Service may use third-party electronic payment processors and financial institutions (“Payment Processors”) to process payments. The information that We provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the 10 Ten Gaming Privacy Policy. Users irrevocably authorize Us, as necessary, to instruct such Payment Processors to handle payments and Users irrevocably agree that We may give such instructions on a User's behalf in accordance with User requests as submitted through the Service. Users agree to be bound by the terms and conditions of each applicable Payment Processor, and in the event of a conflict between these Terms and the Payment Processors' terms and conditions, then these Terms shall prevail. Users agree that 10 Ten Gaming is not liable for any loss caused by any unauthorized use of credit cards or other methods of payment by a third-party in connection with a User's use of the Service, except as a result of the gross negligence of 10 Ten Gaming.

## **16. CALIFORNIA CONSUMER NOTICE**

As required by California Code Section 1789.3, this notice is to advise Users that (i) the Service is provided by 10 Ten Gaming, 4500 Park Granada Blvd, Suite 202, Calabasas, CA, 91302, USA and (ii) a fee may be charged for certain offerings, including, without limitation, in connection with the Service. 10 Ten Gaming reserves the right to change the amount of any fee or charge and to institute new fees or charges, effective on reasonable notice to Users. If Users have a complaint regarding the Service or desire further information on use of the Service, please contact [support@smilescasino.com](mailto:support@smilescasino.com).

## **17. BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- Initial Dispute Resolution

Users agree to work with 10 Ten Gaming in good faith to resolve any dispute, controversy, disagreement, or claim (“Dispute”) arising out of or relating to this Agreement or their use of the Service before escalating the Dispute to binding arbitration or litigation, as addressed below. Users must give 10 Ten Gaming an opportunity to resolve the Dispute by sending written notification to [support@smilescasino.com](mailto:support@smilescasino.com) with the subject line “DISPUTE” or mailing 10 Ten Gaming LLC, Attn: Dispute Resolution, 4500 Park Granada Blvd, Suite 202, Calabasas, CA 91302. The written or email Notice of Dispute must include: (i) the User's name, email and address; (ii) a written description of the Dispute; and (iii) a description of the specific relief

the User seeks. The parties agree to use their best efforts and to operate in good faith to resolve Disputes using this Initial Dispute Resolution Process.

If a Dispute cannot be resolved via 10 Ten Gaming's Initial Dispute Resolution Process within thirty (30) days after the User's Notice of Dispute is sent to 10 Ten Gaming, You or 10 Ten Gaming may initiate an arbitration proceeding as described below.

- Binding Arbitration

By entering into this agreement, You agree that all Disputes between You and 10 Ten Gaming that cannot be resolved through 10 Ten Gaming's Initial Dispute Resolution Process shall be resolved exclusively and finally by binding arbitration administered by JAMS and conducted in the State of Delaware, or at a place mutually agreed upon by the parties. The parties may also agree to conduct the arbitration telephonically or via remote video.

The arbitration will take place before a single arbitrator under the JAMS Streamlined Rules in effect at the time the arbitration is sought ("JAMS Rules"). The laws of the State of Delaware shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. EXCEPT AS OTHERWISE PROVIDED BELOW, NO DISPUTE MAY BE BROUGHT AS A CLASS ACTION AND YOU DO NOT HAVE THE RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS ACTION WITH RESPECT TO ANY DISPUTE.

You and 10 Ten Gaming agree that JAMS Rules will govern the procedures by which the arbitration is conducted, including, but not limited to, the payment of all arbitration fees, the payment of attorney's fees, and the appointment of the arbitrator. The JAMS Rules may be accessed at the following link: [JAMS Rules](#)

You further agree that the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a dispute is subject to arbitration. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The arbitrator's decision shall be final and binding on You and 10 Ten Gaming and may be entered as a judgment in any court of competent jurisdiction.

- Three-Arbitrator Panel

If a party either seeks a monetary award in excess of five hundred thousand dollars (\$500,000) or seeks an equitable form of relief that would significantly impact the rights of other users of 10 Ten Gaming's Service, the parties agree that the arbitration will proceed on an individual basis, but be administered by a panel of three (3) arbitrators and take place according to the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Comprehensive Rules"). Each party shall select one neutral arbitrator with the third arbitrator to be selected according to the procedures provided by the JAMS Comprehensive Rules. The third arbitrator shall serve as chair of the arbitral panel and must be a retired judge with experience arbitrating or mediating disputes.

In the event the parties disagree as to whether a three-arbitrator panel is warranted, the sole arbitrator appointed in accordance with the terms outlined above, and the JAMS Expedited Rules, will determine whether a three-arbitrator panel is appropriate. If the single arbitrator determines that a three-arbitrator panel is warranted, that arbitrator may participate in the panel. You and 10 Ten Gaming agree that any award issued by the three-arbitrator panel may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election.

- Batch Arbitration

To increase the efficiency of resolution, in the event 25 or more similar arbitration demands against 10 Ten Gaming, presented by or with the assistance of the same law firm or organization, are submitted to JAMS in accordance with the rules described above within a 30-day period, JAMS shall consolidate those arbitrations as contemplated by the JAMS Rules by (a) grouping the arbitration demands into batches of no more than 25 demands per batch; and (b) providing for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. Consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair your right to present any evidence or argument that you think is particular to your case, so long as the presentation of such evidence is consistent with the JAMS Rules. You agree to cooperate in good faith with 10 Ten Gaming and JAMS to implement batch arbitration and to expeditiously resolve the outstanding disputes.

- Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties

expressly waive their right to file a class action or seek relief on a class basis. USERS AND 10 TEN GAMING AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

- 30-Day Right to Opt Out

YOU HAVE THE RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH ABOVE WITHIN THIRTY (30) DAYS FROM

THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (THE "OPT-OUT DEADLINE"). USERS MAY OPT-OUT OF THESE PROVISIONS BY MAILING WRITTEN NOTIFICATION TO 10 TEN GAMING, ATTN: OPT OUT, 4500 PARK GRANADA BLVD, SUITE 202, CALABASAS, CA 91302, USA OR BY EMAILING [SUPPORT@SMILESCASINO.COM](mailto:SUPPORT@SMILESCASINO.COM) WITH SUBJECT LINE: OPT OUT. THE WRITTEN NOTICE OR EMAIL NOTICE MUST INCLUDE: (I) THE USER'S NAME AND ADDRESS AND (II) A CLEAR STATEMENT THAT THE USER DOES NOT WISH TO RESOLVE DISPUTES WITH 10 TEN GAMING THROUGH BINDING ARBITRATION. A DECISION TO OPT-OUT OF THESE PROVISIONS WILL HAVE NO ADVERSE EFFECT ON THE USER'S RELATIONSHIP WITH 10 TEN GAMING. IF USERS OPT-OUT OF THESE PROVISIONS, 10 TEN GAMING ALSO WILL NOT BE BOUND BY THEM. ANY OPT-OUT REQUEST RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND USERS MUST PURSUE THEIR DISPUTE THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT.

## 18. GENERAL PROVISIONS

- Relationship of Parties/No Third-party Beneficiaries

Users agree that no joint venture, partnership, employment, or agency relationship exists between Users and 10 Ten Gaming as a result of this Agreement or their use of the Service. Users agree not to hold themselves out as representatives, agents, operators, distributors, or employees of 10 Ten Gaming and 10 Ten Gaming shall not be liable for

any of their representations, acts, or omissions. Users also agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

- Assignment

10 Ten Gaming may assign its rights and obligations under this Agreement and/or the 10 Ten Gaming Privacy Policy, in whole or in part, to any person or entity at any time with or without the Users' consent. Upon such assignment, 10 Ten Gaming may be relieved of any further obligation hereunder. Users may not assign or delegate any rights or obligations under this Agreement or the 10 Ten Gaming Privacy Policy without 10 Ten Gaming's prior written consent, and any unauthorized assignment and delegation by Users is void and ineffective.

- Circumvention/Indemnification

Users agree that they shall not circumvent or attempt to circumvent these Terms or the Service or otherwise interrupt or attempt to interrupt the operations of 10 Ten Gaming or Smiles Casino (collectively, a "Circumvention Act"). If 10 Ten Gaming determines, at its sole discretion, that Users have engaged, or attempted to engage, in any Circumvention Act, or to otherwise commit fraud with regard to the Service, then, in such an event, 10 Ten Gaming reserves the right to institute civil or criminal proceedings against such Users and to report such Users to the relevant regulatory authorities.

Users further agree to indemnify, save, and hold harmless 10 Ten Gaming and the 10 Ten Gaming Providers from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of their use or misuse of the Service, any violation by Users of this Agreement, or any breach of the representations, warranties, and covenants made by Users herein. 10 Ten Gaming reserves the right, at the Users' expense, to assume the exclusive defense and control of any matter for which the Users are required to indemnify 10 Ten Gaming, and Users agree to cooperate with 10 Ten Gaming's defense of these claims. 10 Ten Gaming will use reasonable efforts to notify Users of any such claim, action, or proceeding upon becoming aware of it. Users agree that the provisions in this paragraph will survive any termination of their Smiles Casino Account or of the Service.

- Tax

You are solely responsible for any taxes which apply to Your use of the Service.

- Force Majeure

10 Ten Gaming shall not be liable for any delay or failure to perform resulting from unforeseen circumstances or causes outside its reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

- No Agency

Nothing in these Terms will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and Us.

- Waiver/Severability

No failure or forbearance on 10 Ten Gaming's part to exercise its rights or insist upon performance of obligations hereunder is to be construed as a waiver or relinquishment of those or any other rights or obligations in that or any other instance; rather, the same shall remain in full force and effect. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, such provision shall be narrowed in scope or otherwise amended to the extent necessary to make such provision lawful, valid, and enforceable while as nearly as possible reflecting the intent of the parties as expressed in this Agreement, or, if such amendment is impossible, severed from this Agreement. No amendment or severing of any provision of this Agreement shall affect the validity or enforceability of any remaining provisions.

- Entire Agreement

These Terms constitute the entire agreement between Users and 10 Ten Gaming with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms or the 10 Ten Gaming Privacy Policy will be effective only if in writing and signed by 10 Ten Gaming.

- Amendments

We reserve the right to amend these Terms, or to implement or amend any procedures, at any time. Any amendments will be published on the Service and such changes will be binding and effectively immediately.

- Supplemental Policies

10 Ten Gaming may publish additional policies related to specific services such as Games, or promotions. Your right to use such services is subject to those specific policies and these Terms.

- Notices

10 Ten Gaming may notify Users via postings in the Service, via e-mail and/or any other method of communication to the contact information Users provide to Us. All questions, complaints, or claims pertaining to the Service as well as any notices given by Users or required from Users under these Terms or the 10 Ten Gaming Privacy Policy shall be directed to: 10 Ten Gaming LLC, 4500 Park Granada Blvd, Suite 202, Calabasas, CA 91302, USA or [E-Mail: support@smilescasino.com](mailto:support@smilescasino.com).

Any notices Users provide that do not comply with this Section 18 shall have no legal effect.

## **19. GOVERNMENTAL COMPLIANCE**

10 Ten Gaming's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of 10 Ten Gaming's right to comply with governmental, court, and law enforcement requests or requirements relating to use of the Service or information provided to or gathered by 10 Ten Gaming with respect to such use.

THE SECTION TITLES IN THESE TERMS OF USE ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.

**Please visit this page regularly for updates to these Terms of Use.**