

GAMETIME WALLET

TERMS AND CONDITIONS

Company Name DiTRONICS Financial Services, LLC d/b/a GameTime Wallet

Contact Information 7699 W. Post Road Las Vegas, NV 89113

Effective Date May 1, 2024

This website and any mobile Application (collectively, this “Site”) is owned by DiTRONICS Financial Services, LLC, its subsidiaries and affiliates (“we”, “us”, “DiTRONICS”, “GameTime,” and/or “our”). We are providing you with access to this Site and our online store (together, our “Services”) subject to the following terms and conditions (“Terms”).

THESE TERMS PROVIDE THAT ALL DISPUTES BETWEEN YOU AND GAMETIME RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY, AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. PLEASE REVIEW SECTION 14 (“DISPUTE RESOLUTION AND ARBITRATION”) FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH GAMETIME WALLET.

1. ACCEPTANCE OF AGREEMENT

This Agreement sets forth a legal agreement between you (“you” or “your”) and GameTime regarding your use of the websites, mobile application (the “Application”) and/or technology platform (collectively, the “Services”) offered, operated or made available by DiTRONICS. This Agreement applies when you access, interact with, sign up for or use any of the Services and is binding as of the first date you access, use, interact with or sign up for any Services. Other aspects of the Services may be covered by other terms, conditions and agreements with DiTRONICS or third parties such as financial institutions.

2. PRIVACY POLICY

Our Privacy Policy, which also governs your visit to our Site, can be found here. Please review our Privacy Policy for information on how we collect, use and share information about our users. By accessing or using the Services, you agree to GameTime Wallet’s Privacy Policy. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal,

non-commercial use of this Site. This license grant does not include: (a) any resale or commercial use of this Site or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of this Site and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods on this Site. You may not use, frame or utilize framing techniques to enclose any of our trademark, logo, content or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page) without our express written consent. Further, you may not use any meta tags or any other “hidden text” utilizing our name, trademark, or product name without our express written consent. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without notice to you.

3. ACCOUNT

In order to access some features of this Site, you may be required to register and we may assign to you, or you may be required to select a password and user name or Account identification. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or changes to such information. Upon successful registration, we will provide you an account to access your GameTime Wallet and use our Services (“Account”).

A. Security

You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You agree not to disclose your password to anyone else, and you also agree you will be solely responsible for any activities or actions taken under your Account, whether or not authorized by you. Your wallet is not a credit card and transactions may not be reversed in the event of fraudulent use by others.

B. Breach

You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site’s security. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and we have no obligation to investigate the authorization or source of any such access or use of this Site. We are not liable for any loss or damage from your failure to comply with these requirements.

C. Responsibility

YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT

LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

D. Identity Validation

You hereby authorize DiTRONICS, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources, such as a consumer reporting agency. In doing so, we may share your personally identifying with validation sources and you agree that such sharing is for the purpose of carrying out a transaction that you have requested.

E. Services Abuse

You may not create more than one (1) GameTime Wallet Account. Each unique mobile device may not be associated with more than one Account. Users who attempt to associate an excessive number of mobile devices with a single GameTime Wallet Account may be deemed to have violated this Agreement to the extent they are deemed to have abused the Services, and may be subject to Account suspension or closure.

4. LOADING FUNDS

You may add funds to your GameTime Wallet Account at any time through methods provided by the Services. By linking third-party bank and credit card accounts to your GameTime Wallet Account, you represent to us that you are the authorized user of such bank account or credit card. You must promptly notify us of any changes to your account number, its expiration date and/or your billing address, or if your account access device expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, and pursuit of civil litigation and/or criminal prosecution if applicable.

Unless otherwise required by law, no refunds are given for loading transactions described in this Section.

GAMETIME SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED.

5. SENDING FUNDS

Send Money from your GameTime Wallet available balance to any US Bank Account. You can send money from your GameTime Wallet Available balance to a personal checking or savings account and send money to friends' and family members' bank accounts. The transaction fee to send money to a US Bank Account is \$1.00 per transaction. Money transfers from your GameTime Wallet to any US Bank Account can take 1-2 banking days to appear in your bank account.

Send money from your GameTime Wallet available balance to a Zelle recipient. You can send money from your GameTime Wallet Available balance to a Zelle recipient, and the funds will be received by the recipient the same day or next business day depending on the time the transaction was processed. The transaction fee to send money is \$3.00. The maximum limits per transaction is \$20,000. Please be sure to verify the Zelle recipients ID Before submitting the transaction. Once the payment is processed it cannot be refunded.

Send money from your GameTime Wallet available balance to any US Debit Card. You can send money from your GameTime Wallet Available balance to any US Debit Card and the funds will be received by the recipient the same day or next business day depending on the time the transaction was processed. The transaction fee to send money is \$3.00. The maximum limits per transaction is \$20,000. Please be sure to verify the recipients debit card number, expiration date (month and year) before submitting the transaction. Once the payment is processed it cannot be refunded.

6. UPDATES TO GAMETIME WALLET APPLICATION

From time to time, DiTRONICS may automatically check the version of the Application installed on the authorized device and, if applicable, provide updates for the Application. updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Application. By installing the Application, you authorize the automatic download and installation of updates and agree to download and install updates manually if necessary. Your use of the Application and updates will be governed by this Agreement (as amended by any terms and conditions that may be provided with updates). DiTRONICS reserves the right to temporarily disable or permanently discontinue any and all functionality of the Application at any time without notice and with no liability to you.

7. ELECTRONIC COMMUNICATION

When you use this Site, or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this Site or through our other services. You agree that you have the ability to receive communications electronically

and all agreements, notices, disclosures and other communication that we provide to you electronically satisfy any legal requirements that such communications be in writing.

8. TEXT MESSAGES

By providing us with a telephone number for a cellular phone or other wireless device and opting into transactional messages, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of GameTime Wallet at the phone number provided. DiTRONICS will send you news and updates, including recommendations to help make the most of your GameTime Wallet Account and access to select features. Message frequency varies.

When you create your Account, you will receive the option to agree to receive promotional messages at the telephone number you provided. By providing us with a telephone number for a cellular phone or other wireless device and opting into promotional messages, you also consent to receive autodialed and pre-recorded text messages from or on behalf of DiTRONICS at the number provided for marketing or promotional purposes. You understand that consent to marketing-related messages is not a condition of using the Services. To stop receiving marketing-related messages, you may reply STOP to any marketing-related text message you receive from GameTime Wallet. After you text "STOP" to us, we will send you a text to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. If you are experiencing issues with the messaging program you can reply with the keyword "HELP" for more assistance, or you can get help directly at support@mygametimewallet.com. Standard message and data rates may apply to both non-marketing and marketing-related messages. Carriers are not liable for delayed or undelivered messages.

9. USER CONTENT

This Site may include features and functionality ("Interactive Features") that allows users to create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on the Sites ("User Content"). User Content is publicly-viewable and may include your profile information and any content you post pursuant to your profile, but it does not include your Account information or information you submit in order to make a purchase. You agree that you are solely responsible for your User Content and for your use of Interactive Features, and that you use any Interactive Features at your own risk.

By using any Interactive Features, you agree not to post, upload to, transmit, distribute, store, create, or otherwise publish or send through the Sites any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;

- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, solicit a minor, solicit others to take part in a joint venture, or that would otherwise create liability or violate any local, state, national or international law;
- User Content that displays, describes, or encourages usage of any product we sell in a manner that could be offensive, inappropriate, or harmful to us or any user or consumer;
- User Content that may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures, videos, images or information about another individual where you have not obtained such individual's consent;
- User Content that makes false or misleading statements, claims or depictions about a person, company, product or service;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; and
- Viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code.

10. RIGHTS IN USER CONTENT

Except as otherwise provided in these Terms, on this Site or in a separate agreement with us, we claim no ownership or control over any User Content. However, by submitting or posting User Content on this Site, you grant to us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on this Site and on third-party sites and mobile Applications and in all other media or formats, whether currently known or hereafter developed, for any purpose and without any compensation to you. You also grant users of this Site the right to access your User Content in connection with their use of this Site.

By posting User Content to this Site, you represent and warrant that (a) such User Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the User Content or you otherwise have all necessary rights to post and use such User Content to this Site and to grant to us the rights that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, do not and will not violate these Terms or any other of our applicable terms, guidelines or policies or any applicable law, rule or regulation.

We reserve the right to remove, without notice or liability to you, any User Content that does not comply with the above restrictions.

11. FEEDBACK

Separate and apart from User Content, you may have the ability to submit questions, comments, suggestions, reviews, ideas, plans, designs, notes, proposals, drawings, original or creative materials and other information regarding this Site, us and our products or Services (collectively “Feedback”). You agree that Feedback is non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, in and to such Feedback, and shall be entitled to the unrestricted use and dissemination of the Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

12. RESTRICTIONS ON RIGHTS TO USE

You agree you shall not (and you agree not to allow any other individual or entity using your password and identification to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of this Site, except and to the extent expressly permitted under these Terms;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- use any robot, spider, site search/retrieval Application, or other device to retrieve or index any portion of this Site;
- collect any information about other users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other users;
- reformat or frame any portion of any Web pages that are part of this Site;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other users unsolicited electronic communications, such as “spam,” or otherwise interfere with other users’ enjoyment of the Site;
- submit to this Site any content that falsely states or implies that such content is sponsored or endorsed by us;

- transmit or upload to this Site any item containing or embodying any virus, worm, defect, malware, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of this Site, any other Web site, or any computer or other device or system, or the enjoyment of this Site by any user;
- use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;
- copy or store any User Content offered on this Site other than for your personal, non-commercial use;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available; or
- use this Site and / or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law.
- We have no obligation to monitor any user conduct on this Site, and we reserve the right and have absolute discretion to monitor any user conduct on this Site at any time and for any reason without notice. If applicable, we reserve the right to report any of the aforementioned uses to law enforcement, our clients, consumer reporting agencies, or exclusionary lists.

13. OWNERSHIP

As between you and us, this Site, including all photographs, images, text, graphics, icons, audio clips, software, source code, visual interfaces, and other aspects thereof (excluding User Content), all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of this Site, including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing, are owned by us or our licensors and are protected by applicable copyright laws.

The use of any of our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent.

Nothing in these Terms shall be deemed to grant to you or any other user any license or right in or to any of our patents, copyrights, trademarks, trade secrets or other proprietary rights.

14. FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and DiTRONICS arising out of or relating to this Agreement or the Services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

F. Governing law.

Except as otherwise required by applicable law, these Terms and the resolution of any Disputes shall be governed by, and construed in accordance with the laws of the State of Nevada without regard to its conflict of laws principles. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

G. Informal dispute resolution.

We want to address your concerns without needing a formal legal case. Before filing a claim against DiTRONICS, you agree to try to resolve the Dispute informally by contacting support@mygametimewallet.com. We will try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within 15 days after submission, you or DiTRONICS may bring a formal proceeding.

H. We Both Agree To Arbitrate.

You and DiTRONICS agree to resolve any Disputes through final and binding arbitration, except as set forth under subsection K., Exceptions to Agreement to Arbitrate below.

I. Arbitration Procedures.

The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. The arbitration will be held remotely or in the United States county we agree to.

J. Arbitration Fees.

The AAA rules will govern payment of all arbitration fees.

K. Exceptions to Agreement to Arbitrate.

Either you or DiTRONICS may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

L. No Class Actions.

You may only resolve Disputes with DiTRONICS on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.

M. Judicial Forum for Disputes.

Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and DiTRONICS agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Clark County, Nevada. Both you and DiTRONICS consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

N. Limitation on Claims.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Services, must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

16. THIRD PARTY LINKS/SERVICES ACQUIRED

This Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we are not responsible for the operation of, or content located on or through any such site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties' services or websites.

The GameTime Wallet may be used to purchase products or services from third parties. You acknowledge that we are not responsible for the products or services in any manner including but not limited to: their quality, delivery, efficacy, or any warranty such as merchantability or fitness for a particular purpose. The GameTime Wallet is not a credit card and you have no right to assert against DiTRONICS any claims you may have against any merchant.

17. TERMS AND TERMINATION

These Terms are effective beginning when you accept the Terms, or first download, install, access, or use the Services, and ending when terminated as described in the Term and Termination section.

A. Termination by DiTRONICS.

Without limiting other remedies, DiTRONICS may immediately terminate or suspend your access to and/or use of the GameTime Wallet Services and remove, subject to any regulatory retention requirements, any material from the Services or our servers, in the event that you breach this Agreement. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to, or use of the GameTime Wallet Services at any time and for any reason or no reason, including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of DiTRONICS or any third party; or (ii) in connection with any general discontinuation of the Services. We also reserve the right to modify the Services at any time without notice to you. We will have no liability whatsoever due to any change to the Services or any suspension or revocation of your access to, or use of the Services.

B. Termination by You.

You may terminate acceptance of this Agreement at any time by permanently deleting the Application in its entirety from the authorized device, whereupon (and without notice from DiTRONICS) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of this Agreement, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Application from the authorized device.

C. Effect of Termination.

Upon termination of this Agreement: you understand and acknowledge that we will have no further obligation to provide or allow access to your Account or the Services. Upon termination, all licenses and other rights granted to you by this Agreement will immediately cease. DiTRONICS is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE GAMETIME WALLET SERVICES, OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, DiTRONICS will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

18. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend and hold DiTRONICS and all of its successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), harmless from, and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties arising out of, or relating to (i) your access to, use of, or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. DiTRONICS reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of DiTRONICS.

19. DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS REQUIRED BY LAW, DITRONICS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF

DEALING, USAGE OR TRADE. SPECIFICALLY, BUT WITHOUT LIMITATION, DITRONICS DOES NOT WARRANT THAT: (1) THE INFORMATION PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; (2) THE SERVICES BE UNINTERRUPTED OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

20. EXCLUSIVITY OF REMEDY; LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE INDEMNIFIED PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE GAMETIME WALLET SERVICES, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY TO YOU OR, TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED

TO, AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. MODIFICATIONS TO SITE

DiTRONICS reserves the right, in its sole discretion, at any time to modify, augment, limit, suspend, discontinue, or terminate any or all of the Services without advance notice. All modifications and additions to the Services shall be governed by this Agreement, unless otherwise expressly stated by DiTRONICS in writing. DiTRONICS may, from time to time, modify the Terms. Please check these Terms periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified Terms in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services with actual knowledge of the modification, or (b) thirty (30) days following the change. For the avoidance of doubt, Disputes arising hereunder will be resolved in accordance with the Terms in effect that the time the Dispute arose. You can determine when these Terms were last revised by referring to the “Terms Effective Date” legend at the top of the current version of these Terms.

22. SEVERABILITY

If any of these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severed and shall not affect the validity and enforceability of any remaining provision.

23. NO THIRD-PARTY BENEFICIARIES

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

24. MISCELLANEOUS

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever. We may provide you with notices including changes to these Terms by email, US Postal Service, or postings on this Site. These Terms shall be deemed accepted

by you upon your use of the Site. These Terms, along with the Privacy Policy constitute the entire agreement among you and us regarding use of this Site. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

In the event of termination of these Terms or the Services, the terms that by their nature are continuing, shall survive such termination, including but not limited to, the indemnification and hold harmless obligations, disclaimers and limitations of liabilities.

25. QUESTIONS

Questions regarding these Terms, Our Privacy Policy, or other policy related material can be directed to our support staff by emailing us at customerservice@gametimewallet.com or calling our **GameTime Wallet customer service number at 1-800-845-3065**.