

CLUTCHBET GENERAL TERMS AND CONDITIONS

10 November 2022

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION ON CLUTCHBET SPORTSBOOK.

YOU MUST BE PHYSICALLY LOCATED IN THE STATE OF COLORADO TO PLACE WAGERS ON CLUTCHBET SPORTSBOOK.

1. General

- 1.1.** "ClutchBet", "we", "us" and "our" are references to ClutchBet, the trading name for BlueBet Colorado LLC, a Nevada limited liability company, which is approved by the Colorado Division of Gaming to operate an online sports wagering operation with Ed and Shirley's Inc, DBA The Wild Card Saloon, a Colorado sports wagering license holder, for the purpose of Internet and mobile sports wagering in Colorado.
- 1.2.** References to the "website" are to www.clutchbet.com or the "ClutchBet app" available on the Apple App Store or the Google Play Store.
- 1.3.** To open a wagering account with ClutchBet ("Account") you must be aged 21 years or older. A "Customer" is a person who holds an Account that uses, browses or otherwise accesses any content or data on the website to place bets and any reference to "you", "your" or "Customer" in these rules is a reference to a Customer.
- 1.4.** These ClutchBet Terms and Conditions (the "Terms") shall be read in conjunction with the ClutchBet House Rules available at the website, which apply to all ClutchBet Customers.
- 1.5.** You acknowledge and agree that, by applying for or using an Account and/or placing bets, you agree to be bound by these Terms, the ClutchBet House Rules, ClutchBet's Privacy Policy and any other miscellaneous terms, policies, procedures as they relate to ClutchBet's operation of a sportsbook in Colorado. This includes where you:
 - 1.5.1.** use, browse or otherwise access our website or app; or
 - 1.5.2.** open an Account with ClutchBet; or
 - 1.5.3.** place a bet with ClutchBet..

- 1.6. You agree that the service offered by ClutchBet is the ability to place a bet with possibilities of a win or a loss.
- 1.7. These Terms are governed by the laws of Colorado. The sports wagering rules for the state of Colorado can be found at [https://sbg.colorado.gov/sports-betting-rules-and-regulations ..](https://sbg.colorado.gov/sports-betting-rules-and-regulations..)
- 1.8. Any rule or part of these Terms is subject to change without notice and it is the responsibility of the person seeking to rely on the Terms to ensure they are making reference to the most recent Terms. To access the most recent Terms, please visit our website or contact us at contact@clutchbet.com and a copy can be provided.
- 1.9. In the interpretation of these Terms, no rule of construction shall apply to the disadvantage of ClutchBet merely on the basis that ClutchBet prepared these Terms or seeks to rely on these Terms or any part thereof.
- 1.10. Any reference to a discretion which may be exercised by ClutchBet under these Rules means ClutchBet's sole and absolute discretion.

2. Restrictions on use of our website

- 2.1. In accessing or using our website you agree that you will not:
 - 2.1.1. Use any automated device, software, process or means to access, retrieve, scrape, or index our website or any content on our website without our express prior written consent.
 - 2.1.2. Use any device, software, process or means to interfere or attempt to interfere with the proper working of the website.
 - 2.1.3. Undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion to be unreasonable or disproportionate site usage.
 - 2.1.4. Use or index any content or data on our website for purposes of competing with us in any manner that we have not specifically authorized.
 - 2.1.5. Transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not.
 - 2.1.6. Use our website or any content from our website in any manner which is, in our sole discretion, not reasonable and / or not for the purpose it is made available.
 - 2.1.7. Violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right.
 - 2.1.8. Pose as any person or entity or attempt to solicit money, passwords or personal information from any person.
 - 2.1.9. Act in violation of any term or condition of use of our website or any applicable law.
 - 2.1.10. Reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our website or any content on our website, except as expressly authorized by us; or

- 2.1.11.** Transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature.
- 2.2.** We reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to or use of our website, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.
- 2.3.** Unless indicated otherwise, all intellectual property in the website is owned or licensed by ClutchBet. Subject to these Terms, you agree that you will not infringe our intellectual property as contained on the website and will not modify, copy, republish, frame, distribute or communicate any part of the website or any information contained in it or otherwise use the website in a way which will infringe our intellectual property or other rights.

3. Customer responsibility

In opening a ClutchBet Account, you accept and acknowledge the following:

- 3.1.** You have read and agree to abide by all of these Terms.
- 3.2.** You are not an Excluded Person as defined in section 4.1 of these Terms.
- 3.3.** You are twenty-one (21) years of age or over, of sound mind and capable of taking responsibility for your own actions and that you can enter into a legally binding agreement with us.
- 3.4.** You agree to provide accurate Account opening information, including, without limitation, your correct name, date of birth, address, email, last four digits of your social security number and telephone number.
- 3.5.** You will refrain from wagering with ClutchBet Colorado unless you are physically present in the state of Colorado.
- 3.6.** You consent to the jurisdiction of the State of Colorado to resolve any disputes arising out of your Internet or mobile gaming.
- 3.7.** You consent to the monitoring and recording by the CDOG of any wagering communications and geographic location information.
- 3.8.** You acknowledge that ClutchBet reserves the right to report unusual or suspicious activity to the proper authorities.
- 3.9.** Your Account is for your own personal use. You must not permit another person to access your Account unless ClutchBet has been provided prior notice of that activity and has approved the activity. In determining whether to approve such activity, ClutchBet may request identification documents for the secondary user and will have absolute discretion.
- 3.10.** You must not use your Account on behalf of or for the benefit of another person. Where ClutchBet has reasonable suspicion that this is occurring it may take whatever action it deems appropriate, including but not limited to suspension of your account, voiding of pending and resulted bets, restriction of the products available on your account or account closure.
- 3.11.** You are responsible for ensuring that your records, in particular address, telephone number and payment/bank details, are kept up-to-date and to notify us immediately

of any incorrect Account details. In the event that you have not kept your records up to date, ClutchBet reserves the right to suspend the Account.

- 3.12.** You agree that by registering with ClutchBet, that your contact details, including your email address, mobile number and mailing address, may be used by ClutchBet to keep you informed about products, promotions, services and events. ClutchBet does not sell personal information to other companies.
- 3.13.** If you want to change your contact mechanism (specifying direct mail, telephone or email), or opt out of any communications from ClutchBet, you can do so by amending your details on the ClutchBet website under "My Account" or "My Details". Alternatively, contact Customer Service at contact@clutchbet.com.
- 3.14.** It is your responsibility to ensure that you keep your Account login details, including user ID and password details, secure and confidential. If you suspect that your details may no longer be confidential, you should notify ClutchBet immediately. Providing identity can be confirmed, passwords can be changed via a telephone conversation with one of our operators. Upon notification of the new details, ClutchBet reserves the right to invalidate any future transactions which utilise the previous details.
- 3.15.** You will be responsible for all wagers in which your ID and password are used for any activity on your ClutchBet Account. Any wager made where the user ID has been used will be regarded by ClutchBet as being valid and may not be changed, cancelled or modified unless you inform ClutchBet within 15 minutes from the time the wager was placed (but before the event has commenced) that the wager was made in error and the initial wager shall only be voided and replaced with another wager at the sole discretion of ClutchBet management.
- 3.16.** You must comply with points set out in section 4 to our satisfaction to fully activate your Account and withdraw funds.
- 3.17.** Subject to the opt-out provisions in ClutchBet's Privacy Policy, Customers consent and agree that upon opening an Account, information regarding the Customer's Account can be sent to the Customer by post and/or electronic means, including but not limited to SMS messaging and email. For the avoidance of doubt, it is accepted by the Customer that there is a risk that information may come into the possession of another person not entitled to receive such information. Accordingly, the Customer acknowledges that whilst ClutchBet will take all reasonable steps to protect the Customer's privacy, it accepts no liability for breach of confidentiality or damages for any loss that the Customer may suffer, provided ClutchBet can show it communicated to the Customer at a physical address, postal address, electronic address or phone number supplied by the Customer or later discovered by ClutchBet using any information supplied by the Customer.
- 3.18.** ClutchBet makes every reasonable effort to prevent self-excluded customers from returning and using our service. If you wish to self-exclude yourself, please visit our Responsible Gambling page for a list of resources to assist you. If you are a self-excluded customer, you must not attempt to open an Account or place any bets with us. You are solely responsible for recording, reporting, paying, and accounting for any tax that may be payable on any winnings to any relevant governmental or taxation authority.
- 3.19.** You will place all wagers on games and sports events through the various user interfaces provided on our website and you will not wager through other means, including a robot player or equivalent mechanism (a "bot"). The use of programs

designed to automatically place bets within certain parameters (i.e., bots) is not permitted on any games or sports events on any part of the website.

- 3.20.** You will not disguise or interfere in any way with the internet protocol (“IP address”) of the computer or other device you are using to access the website or otherwise take steps to prevent us from correctly identifying the actual IP address of the device you are using while accessing the website.

4. Account opening requirements

- 4.1.** The following people are not permitted to establish an Account with ClutchBet (each a “Prohibited Person” as highlighted in bold below):

4.1.1. Any person who is prohibited pursuant to 44-30-1506, C.R.S.

4.1.2. Any individual whose participation may undermine the integrity of the betting or the sports event, or any person who is prohibited for other good cause.

4.1.3. Any individual placing a wager as an agent or proxy, other than those individuals involved in contests and/or weekly picks approved by the Division pursuant to Rule 6.20.

4.1.4. Any key person or employee of Ed and Shirley’s Inc, DBA Wildcard Casino, ClutchBet or any of its affiliated companies.

4.1.5. Any person on a relevant self-exclusion list.

4.1.6. Any person under the age of 21 years. We carry out age-verification checks on all customers at the time of Account establishment. We may ask for information to verify your age and identity and can restrict or suspend your Account until your age is confirmed. By signing up for an Account (defined below), you consent to our confirmation of your age and identity. We reserve the right to request proof of age documentation from any applicant or customer at any time and to void any wagers made by or on behalf of minor. You agree to provide accurate registration information when opening your Account, including, without limitation, your full name, correct date of birth, the last four digits of your social security number, your current address, email address, personal telephone number. You further agree to inform us of any changes in such details.

4.1.7. Any persons not located within the state of Colorado. It is a federal offense for persons physically located outside of Colorado to engage in Internet wagering through an Colorado casino or racetrack unless explicitly authorized by the CDOG. The availability of a ClutchBet Account does not constitute an offer, solicitation or invitation by us for the use of our services outside of the state of Colorado. ClutchBet shall not be liable for any breach of any local, national, federal, state or other laws that may occur as a result of your using the Services.

4.1.8. Any coach, athletic trainer, official, player or other individual who participates in an authorized sporting event. No person who is employed in a position with direct involvement with coaches, players, athletic trainers, officials, athletes or participants in an authorized sporting event may place a wager on such authorized sporting event.

4.1.9. A person who holds a position of authority or influence sufficient to exert influence over the participants in a sporting contest, including, but not limited to, coaches, managers, handlers, or athletic trainers based on a list

provided to the applicable Sports Betting Operation by that person's sports governing body through the division.

4.1.10. A person with access to certain types of exclusive information on any sports event overseen by that person's sports governing body based on publicly available information, or based on a list provided to the applicable Sports Betting Operation by that person's sports governing body through the Division

4.2. In the event that you are found to have breached any of the terms in Section 4.1:

4.2.1. We may close your Account.

4.2.2. We may cancel any bet you may have placed on your Account.

4.2.3. We shall not be obliged to pay any winnings which might otherwise have been payable in respect of any bet you placed on your Account.

4.2.4. We may refer the matter to the police, guardians or family members, or any other appropriate regulatory authority.

4.3. ClutchBet and any third parties it contracts with in relation to the provision of the services will hold, use, and share information with respect to your identity, including, but not limited to, your name, address and payment details, in accordance with our [Privacy Policy](#). We rely on this information in entering into these Terms with you. As set out in more detail in Section 19 you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection with any falsehood or inaccuracy contained in the information you provide to us.

4.4. ClutchBet is required to authenticate and verify a Customer's identification information using multi-source authentication prior to any patron deposit or other patron-initiated activity.

4.5. After a Customer opens an Account with ClutchBet, a Customer accepts that ClutchBet will supply the Customer's ID to CDOG licensed third party services for the purpose of ID verification, which may involve checking the Customer's ID against third party databases and/or credit headers. Unfortunately the verification process available is not perfect and we cannot verify 100% of our Customers this way. Where verification cannot be completed using third party suppliers, you can verify your identity through the provision of original or certified copy documents (e.g. driver's license, passport, government issued identity card).

4.6. Where ClutchBet has a reasonable suspicion that the Account holder is not the true or beneficial holder of the Account, it may request any further information it deems necessary to establish/confirm the true identity of the Account holder. Any such Account will be suspended pending receipt of appropriate documentation evidencing the beneficial owner of the Account. The decision to suspend or re-open the Account will be at the absolute discretion of ClutchBet.

5. ClutchBet's reserved rights

5.1. ClutchBet reserves the right to cancel, change or restrict the products or bet types available to Customers at any time with or without notice to Customers.

5.2. ClutchBet does not allow persons under the age of 21 years to hold a ClutchBet Account. If your children have access to the computer you use to log into the ClutchBet website, we recommend the installation of a child protection software

package. (Eg NetNanny)

- 5.3.** In accordance with its approval to conduct sports wagering, ClutchBet maintains a separate bank account which contains sufficient funds to match every dollar of Customer funds.
- 5.4.** ClutchBet has made considerable efforts to ensure its sports betting business operates in a fair, prompt and accurate manner. Save to the extent permitted by law (and only to such an extent), ClutchBet excludes all warranties (express or implied) relating to its sports betting business and shall not have any liability for direct, indirect or consequential loss, damage, expense or injury suffered by any Customer.
- 5.5.** Nothing in these Rules affects our liability:

- 5.5.1.** to pay any Customer winnings or other amounts properly owing to such Customer pursuant to these Rules;
 - 5.5.2.** for death or personal injury arising from our negligence;
 - 5.5.3.** for our fraudulent misrepresentation; or
 - 5.5.4.** for any matter in respect of which our liability cannot be excluded or limited under applicable law.
- 5.6.** Subject to 5.4 and 5.5, ClutchBet's liability in respect of any claim or loss shall be limited in amount to the relevant wager placed by a Customer.
- 5.7.** ClutchBet reserves the right to void any or all wagers made by any individual or group of people acting together in an attempt to defraud ClutchBet.
- 5.8.** Where ClutchBet reasonably considers that an Account is being used dishonestly or has been used by, or for the benefit of a third party who is not the Account holder, we may void any pending or resulted bets and close the Account.
- 5.9.** ClutchBet products and bet types are intended for bona fide Customers, that is, those Customers who act in good faith, sincerely, without fraud, and who place a bet with ClutchBet for the purpose of recreation and entertainment.
- 5.10.** ClutchBet reserves the right, in its sole discretion, to determine that a Customer is not eligible for certain products, bet types or promotions.
- 5.11.** ClutchBet reserves the right to close or suspend the Accounts of, and/or void or allow to stand any or all bets made by any person where, in ClutchBet's reasonable opinion, the Account has not been operated with integrity and/or the bet has not been placed on a good faith basis including (without limitation) where a person:
 - 5.11.1.** knowingly exploits, or intentionally seeks, to exploit a market or these Terms (including by deception);
 - 5.11.2.** seeks to manipulate the outcome of a market (whether or not for personal gain);
 - 5.11.3.** receives an unjust advantage from information which is not known to the public; or
 - 5.11.4.** intentionally abuses an inadvertent error in the description of a market (whether before or after ClutchBet corrects the relevant descriptor).
- 5.12.** ClutchBet may suspend or terminate your Account at any time for legal reasons, where we have reason to believe that you are in breach or may be in breach of these Terms. Without limiting the preceding sentence, we may close or suspend your Account if:
 - 5.12.1.** you have permitted another person to use your Account;
 - 5.12.2.** you have permitted a person under 21 years of age to use your Account;
 - 5.12.3.** you are prohibited from opening or operating an Account;
 - 5.12.4.** you become bankrupt;
 - 5.12.5.** you have used our website in a fraudulent manner or for illegal, unlawful or improper purposes;
 - 5.12.6.** we suspect you are in breach of these Terms;

- 5.12.7.** you are taking unfair advantage over us or any other player or are otherwise acting in an unfair manner (for example, by exploiting a fault, loophole or error in our software, by collusion or by any other means);
 - 5.12.8.** you have been abusive or threatening toward our staff;
 - 5.12.9.** you have not provided us with identification we have requested;
 - 5.12.10.** we are directed or requested to do so by a government agency, the police, a regulatory authority, a racing or sporting body, or a court; or
 - 5.12.11.** we consider that any of the events referred to in 5.12 above may have occurred or are likely to occur.
- 5.13.** If a Customer receives a free or bonus bet, ClutchBet reserves the right to remove the bonus and refund the remaining balance should a Customer be in breach of these conditions.

6. Deposits and withdrawals

DEPOSITS

- 6.1.** Customers may deposit into their Account via Debit Card, e-Wallet, electronic funds transfer, Pre-Paid Card and cash deposit.
- 6.2.** If an Account is funded from a bank account in a different name to the Account holder, we reserve the right to request an Authorization letter/statement signed by the Account holder for use in the player's balance. Where an Account has not been funded on a good faith basis we may refuse future transactions and retrospectively void existing ones, at our discretion. If we consider that a deposit or withdrawal may potentially be fraudulent, we reserve the right to request proof of deposit or withdrawal bank account information to verify that the information provided is true and correct prior to permitting funds to be withdrawn from the Account.

WITHDRAWALS

- 6.3.** We have a number of controls and checks that take place before any withdrawal request is processed. These checks are part of our ongoing commitment to maintaining the security of our customers' funds. Withdrawals from your Account can be requested via ACH, PayPal or Skrill. Withdrawal requests will be processed within three (3) business days. The availability of withdrawn funds is subject to standard banking restrictions.
- 6.4.** Customers must have completed the identity verification processes as explained in section 4 of these Terms prior to any withdrawal being processed.
- 6.5.** If a Customer uses their debit card to fund the Account, the equivalent of the amount received off each card may be refunded back to that same card from future withdrawals.
- 6.6.** If ClutchBet determines that the risk presented from a payment to or from an Account to be unacceptable, ClutchBet reserves the right to cancel the deposit or withdrawal and the Account will be suspended for further investigation.
- 6.7.** Without limitation, we reserve the right to withhold or delay the payment of withdrawals from your Account where:

- 6.7.1.** we reasonably believe that the withdrawal is being made by another person and not by you;
 - 6.7.2.** we reasonably believe that one or more deposits were made by another person and not by you;
 - 6.7.3.** moneys deposited in your Account have not been received in our bank account in clear funds;
 - 6.7.4.** you have not verified your credit or debit cards.
- 6.8.** Winnings will be credited to a Customer's Account following confirmation of the final result. Should funds be credited to a Customer's Account in error for any reason, it is the Customer's responsibility to notify ClutchBet of the error without delay and the Customer shall return to ClutchBet any funds credited in error. Any wrongful credited amounts are immediately due and payable by the Customer to ClutchBet regardless as to whether any funds have been paid to the Customer following the error or the Customer has made wagers that negatively affect their Account Balance.

7. Dishonoured payments and chargebacks

- 7.1.** Customers agree and warrant that no charge-backs or other cancellation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us for any costs, claims, damages and expenses relating to or arising in connection with this, including any expense incurred by us in recovering such amounts.

8. Fraud

- 8.1.** Where ClutchBet has a reasonable suspicion of fraudulent activity related to a Customer's account, including but not limited to card related fraud, we reserve the right to:
- 8.1.1.** suspend an account pending the completion of an investigation; and/or
 - 8.1.2.** request further information or documentation from the Customer;
 - 8.1.3.** cancel any pending or resulted bets which have been placed using funds from a misused or fraudulent card; and/or
 - 8.1.4.** withhold deposited funds and/or winnings from resulted bets; and
 - 8.1.5.** close the Customer's account if there are reasonable grounds established for believing fraud has occurred.
- 8.2.** Any matters of inappropriate or fraudulent banking or wagering activity which may be connected to money laundering may also be reported to the relevant law enforcement authority.
- 8.3.** ClutchBet may track and store technical information on the device that Customers choose to use. Customers accept that this data may be used to reach decisions on investigations where Accounts have not been operated in good faith, including but not

limited to Account takeover, bonus or betting abuse, multiple Account operations, payment method abuse etc.

- 8.4.** ClutchBet may periodically review Accounts to monitor any activity that it might consider unusual. In this instance, ClutchBet reserves the right to suspend an Account pending a full investigation, without notice.

9. Inactive accounts

- 9.1.** If you have not made a deposit, placed a bet or made a withdrawal on your Account for a period of more than 36 months, ClutchBet may deem your account an inactive Account. Inactive player accounts are subject to Colorado Code chapter 556. To avoid incurring forfeiting any funds in your ClutchBet Account you can simply either place a bet or withdraw your funds into your bank account. If this occurs your Account will no longer be deemed an inactive Account.

10. Placement and acceptance of bets

- 10.1.** All bets on an Account are considered to be placed and received in the state of Colorado.
- 10.2.** ClutchBet reserves the right at any time to refuse any bet or part of a bet without providing a reason or advance notification. The circumstances in which we may refuse a Customer's bet include but are not limited to:
- 10.2.1.** a Customer is or may be less than 21 years of age;
 - 10.2.2.** Customer is or may be betting on behalf of a person who is less than 21 years of age;
 - 10.2.3.** a Customer is or may be in breach of these Terms;
 - 10.2.4.** a Customer may have insufficient funds in their Account to pay for the bet;
 - 10.2.5.** a Customer is or may be in breach of any applicable law; or
 - 10.2.6.** a Customer's proposed bet would present an unacceptable liability risk to our business. Whether there is an unacceptable liability risk to us for the purpose of this paragraph is at ClutchBet's discretion.
- 10.3.** In the case of wagers accepted by ClutchBet in accordance with these Terms:
- 10.3.1.** Except in the case of "In Play" wagering, wagers may only be accepted up to the advertised start time, actual start time, or such earlier time as dictated by ClutchBet.
 - 10.3.2.** Except in the case of "In Play" wagering, if a wager is inadvertently accepted in respect of an event after its start time, the wager may be deemed to have been made invalidly and may be refunded to the Customer. For the purpose of this clause, "inadvertently" means that ClutchBet had no knowledge that the event in question had started and the wager was accepted in good faith.
- 10.4.** "In Play" means placing a wager on a ClutchBet-nominated market after an event has commenced and is in progress. In such cases, once an event has commenced, the event market will close and a new "In Play" market will commence.

- 10.5.** ClutchBet may take “In Play” bets on ClutchBet-nominated events. In such circumstances, markets may be displayed on the website as “Live Betting”. ClutchBet has absolute discretion over which odds, prices or lines (“Odds”) it may choose to offer a Customer. ClutchBet reserves the right to refuse to accept a wager in its absolute discretion. All Odds (including fixed odds) displayed on the ClutchBet website or apps are indicative only until the Customer has logged in to their account and may change before the wager is accepted by ClutchBet. The only Odds offered by ClutchBet are those that are displayed after the Customer has logged in, and at the time the wager is confirmed by a Customer. All Odds offered to a Customer are subject to the wagering and payout limits as described in ClutchBet’s House Rules, and are subject to variation until the time a wager is accepted by ClutchBet.
- 10.6.** When a Customer is making a bet on their Account, it is only accepted once the Customer submits the bet and a confirmation is received by the Customer. This will be accompanied by a receipt number.
- 10.7.** Customers are unable to change or cancel a bet once the bet has been accepted by ClutchBet unless the Customer informs ClutchBet as soon as practicable after the wager was placed (but before the event has commenced) that the wager was made in error and the initial wager shall only be voided and replaced with another wager at the sole discretion of ClutchBet management.
- 10.8.** ClutchBet may, at its sole discretion and without any requirement to give reasons, exclude any customer from the Services generally or from receiving selected promotions (e.g., guaranteed best price; bonuses; free bets; enhanced prices; and money-back specials) and any other promotions and offers introduced by us from time to time.
- 10.9.** In the event of there being a dispute over the time at which a Bet was placed or whether a Bet has been placed, then the time at which it was recorded (if recorded) on the transactional log will govern settlement. If an attempted bet was not recorded on the transactional log, no bet shall be deemed to have been placed. You should check your Account balance each time you visit the Services.
- 10.10.** ClutchBet calculates winning payouts to two decimal places only. This may result in a payout slightly higher or lower than if the odds were calculated to four decimal places.
- 10.11.** If you ever need certainty of the exact amount of the payout for a particular bet, it will always be displayed in the bet slip before that bet is placed. Examples of how the odds may change slightly due to this rounding are below:
- EXAMPLE 1:** If a contingency is shown at odds of -176, this equates to decimal odds of \$1.5682 when rounded to four decimal places. When the odds are rounded to two decimal places, the odds are increased to \$1.57. Therefore, if you place a bet stake of \$176 at these odds of -176, the winnings paid out will be \$276.32 (i.e. \$176 x 1.57).
- EXAMPLE 2:** If a contingency is shown at odds of -175, this equates to decimal odds of \$1.5714 when rounded to four decimal places. When the odds are rounded to two decimal places, the odds are decreased to \$1.57. Therefore, if you place a bet stake of \$175 at these odds of -175, the winnings paid out will be \$274.75 (i.e. \$175 x 1.57).

11. Resettlements

- 11.1.** Markets are generally settled at the conclusion of the event. For the benefit of its customers, ClutchBet may settle (or partly settle) market(s) before the official result has been declared, at ClutchBet's full discretion. ClutchBet reserves the right to amend the settlement of the market in the following circumstances:
- The official result is different to the result on which ClutchBet initially settled the market.
 - If the whole market is eventually voided (e.g., for an abandoned event).
- 11.2.** ClutchBet reserves the right to reverse the settlement of a market if a market is settled in error (for example, a human or technical error).
- 11.3.** If ClutchBet resettles a market, this may lead to amendments being made to a customer's balance and/or the deduction of funds from a customer's Account to reflect changes in market settlement.
- 11.4.** ClutchBet will settle markets on the basis that it obtains the relevant information once the outcome has been determined. If this information is not obtained, or if there is an obvious error in the information, the settlement of the bet offer will be based on other public information/ official sources at the reasonable discretion of ClutchBet.
- 11.5.** ClutchBet may be required by law to seek approval with the relevant regulatory body before making any amendments to a price or bet status.

12. Suspicious Wagering Activity

- 12.1.** For the purpose of this Section 12, "suspicious betting" shall refer to where we have reasonable grounds to believe that a bet or a number of bets have been placed under suspicious circumstances. Suspicious betting shall include, but not be limited to:
- 12.1.1.** Where there is an inordinate frequency and/or highly unusual pattern of bets (by comparison with betting norms) placed on the same selection(s) in a short space of time;
- 12.1.2.** Where there is an inordinate frequency and/or highly unusual pattern of bets placed on the same selection(s) and where the theoretical probability of said selection(s) winning at the time of bet(s) placement, based on the odds offered on the selection(s) at the time of bet placement, is largely inconsistent with the theoretical probability of the same selection(s) winning calculated using their starting prices;
- 12.1.3.** Where the integrity of an event (or events) has been called into question, including, for example, but not limited to where one (or more) of the participants in an event displays exceptional form which we reasonably believe was known to you or someone connected to you at the time of bet placement but was concealed from the public generally in order to gain an unfair advantage in any bets placed on that event (or those events);
- 12.1.4.** Where we have reasonable grounds to suspect that a bet or a string of connected bets were placed robotically, by automated means, or otherwise than through the Account holder placing each bet manually via their Account;

- 12.1.5.** Where we reasonably believe that you have used unfair external factors or influences connected with the event(s) the subject of any bet(s);
- 12.1.6.** Where we reasonably suspect that you have opened duplicate Accounts or where we reasonably suspect that second or subsequent Accounts are under common control with your Account with a view to concealing the true worth, nature or pattern of bets placed by you or on your behalf, even if second or subsequent Accounts are opened under different names;
- 12.1.7.** Where we otherwise believe, acting reasonably, that you are acting in concert with others or that you are acting other than on your own behalf; or
- 12.1.8.** Where we reasonably believe that Bets have been placed from a location or device other than the location or device which you claim to have used to place a bet.

12.2. In the case of any of the activities contemplated by Section 12.1, and without restricting our ability to rely on other remedies that may be available to us, we may, acting reasonably, and depending on the circumstances:

- 12.2.1.** Request such further information from you as may reasonably be required by us to investigate whether the Bet or bets constitute suspicious betting for the purpose of Section 12.1.
- 12.2.2.** Suspend or withhold payment of any amounts (or any parts thereof) pending the receipt by us of satisfactory evidence from you in order for us to determine (acting reasonably) that a bet does not constitute a suspicious bet as such term is referred to in Section 12.1. For example, but without limitation, where we suspect that a bet or a string of connected bets may have been placed robotically or by automated means, we may require you to provide reasonable evidence that each bet was placed manually by you via your Account. You further acknowledge and accept that we reserve the right, at our sole discretion, to collect and process any information in connection with your betting patterns, personal data, depositing of funds and any other related information and inquiries that will help us to investigate any suspected breach of these Terms.
- 12.2.3.** Suspend or withhold payment of any amounts (or any parts thereof), usually for no longer than thirty (30) days but where relevant for such longer period of time as may reasonably be required (for example, pending any investigations by ClutchBet, any sports governing body, a gambling regulator, a law enforcement authority or any other third party);
- 12.2.4.** Void a bet or a string of connected bets (including for example multiples) prior to the event. Where possible, we shall communicate to you in advance that the bet(s) has (or have) been voided prior to the (first) event the subject of the bet(s).
- 12.2.5.** Calculate any winnings based on the starting price of the event(s) the subject of the bet(s). Where possible, we shall communicate to you in advance that any bet(s) will be settled at the starting price; or where there is an inordinate frequency and/or unusual pattern of bets placed on the same selection(s) in a short space of time and where we have reasonable grounds to suspect that the bets are connected bets, limit the payment of winnings in respect of those bets (and where necessary with such limitation applied

across multiple accounts) to the maximum payout for individual bets on any particular market or markets as set out in the [House Rules](#).

- 12.2.6.** Where we have reasonable grounds to believe that you have participated in, or have been connected with, any type of suspicious betting, we shall use our reasonable efforts to investigate such matter, including, but not limited to, through the use of various collusion, suspicious betting, fraud and cheating detection practices which are used in the gambling industry.
- 12.2.7.** We reserve the right to terminate an Account if we reasonably suspect any of the activities described in Section 12.1 in connection with that Account.
- 12.2.8.** Where a bet is deemed to be, or is declared, void by us prior to an event, any sum deducted from your Account with respect to that bet shall be credited to your Account.
- 12.2.9.** We reserve the right to seek to recover from you any losses we suffer that are directly or indirectly connected to any of the activities contemplated in Section 12.1. This right is without prejudice to any other rights that we may have against you, whether under these Terms or otherwise.
- 12.2.10.** We will not be liable under any circumstances whatsoever for any loss you or any other person may incur as a result of the collusive or other behavior in breach of this Section 12. Further, we reserve the right, but shall not be obliged, to take any other actions in the case of any of the activities contemplated in Section 8.
- 12.2.11.** In exercising any of our rights under this Section 12, we shall ensure that we exercise such rights in a manner which is fair to you and to our customers generally. If you have any comments or questions in respect of this Section 12 please do not hesitate to contact [Customer Service](#).

13. Responsible Gambling

- 13.1.** ClutchBet encourages all Customers to use its product responsibly and sensibly. We offer a range of different options that can be used to manage your gambling activity at any time. This includes tools which allow you to limit the amount you can deposit or wager or the option to exclude yourself from betting either temporarily or permanently. You can set or adjust your wagering limits through the website or by request to our Customer Service team by phone or email. To visit our Responsible Gaming page please click [here](#). Please note that all bets placed prior to any self-exclusion period will stand, and any winnings will be credited to your account as usual. If your account is subject to a self-imposed or operator imposed exclusion you may still request a withdrawal of any cleared funds by contacting ClutchBet Customer Service.

14. AML/CTF

- 14.1.** The United States has strict laws on money laundering and terrorism financing that may impose an obligation upon us to report you to the federal or local authorities within such jurisdictions if we know, suspect or have reason to suspect that any of your transactions, amongst other things, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of your Accounts to facilitate criminal activity.

- 14.2.** ClutchBet reserves the right, at our discretion, to perform any and all reasonable investigations on customers for the purpose of verifying information about customers such as source of funds, background history, and creditworthiness.
- 14.3.** In order to assist in the prevention of money laundering, we may refuse to permit any substantial and/or unusual withdrawals individually and cumulatively pending receipt of reasonably requested documentation.
- 14.4.** We reserve the right to report you to the aforementioned federal or local authorities should we reasonably determine that we may be obligated by law to do so.

15. Errors

- 15.1.** ClutchBet makes every effort to ensure that no errors are made in Odds offered or Bets accepted. However, human and/or systems' error may occasionally result in errors.
- 15.2.** If any Odds offered on our website, or applied to a bet, is clearly an operator or technological error (e.g. match posted with wrong favourite or Odds manifestly different to those available in the general market), we reserve the right to cancel bets placed at this price. ClutchBet will attempt to notify Customers of such cancellation by email and/or telephone prior to the commencement of the event.

16. Dispute resolution

- 16.1.** In these Terms, a "Dispute" includes any dispute or matter between ClutchBet and a Customer arising from these Terms or relating to the products and/or services provided by ClutchBet to Customers. These Terms shall be governed by and construed in accordance with the Laws of the state of Colorado and each Customer irrevocably submits to the exclusive jurisdiction of the Colorado Courts in respect of any dispute or matter arising from these Terms.
- 16.2.** Where a Dispute arises, the parties will at first instance attempt to resolve the dispute without reference to external parties.
- 16.3.** Where a Dispute cannot be resolved between you and us, that Dispute must be referred by you to a representative of the Colorado Division of Gaming. A Dispute must be lodged by you within three months of the Dispute arising. The decision of the adjudicator is final and binding on you and us. Nothing in these Terms precludes a party from seeking urgent interlocutory relief from a court if such relief is reasonably required.
- 16.4.** ClutchBet may make a voice recording of all telephone calls with Customers. The Customer agrees to such recordings being made.
- 16.5.** Where a 'Dispute' occurs which cannot be resolved between the Customer and ClutchBet, the Customer agrees that the recording(s) and/or any records of a Customer's transactions via the Internet may be made available to the adjudicator of the Dispute to enable the Dispute to be determined in accordance with these Terms.

All records of voice recordings will be securely retained by ClutchBet in accordance with our privacy obligations for regulatory purposes.

- 16.6.** ClutchBet does not warrant or imply that participation in wagers complies with the legal requirements of any state or country other than the United States. Customers must satisfy themselves (and assume full responsibility) for the legality of:
- 16.6.1.** applying to ClutchBet for a ClutchBet Betting Account;
 - 16.6.2.** remitting funds by any permitted means to a ClutchBet betting Account;
 - 16.6.3.** placement of wagers with ClutchBet; and
 - 16.6.4.** receiving winnings from ClutchBet.

17. DISCLAIMER OF WARRANTIES

- 17.1.** THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE WEBSITE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE; (D) THE MESSAGES AND INFORMATION SENT FROM THE WEBSITE BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, ANY OF THE WEBSITES' FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 17.2.** THE COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEBSITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING,

WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

- 17.3.** THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

18. LIMITATION OF LIABILITY

- 18.1.** YOU UNDERSTAND AND AGREE THAT THE COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE WEBSITE, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE WEBSITE; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITE OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS. THE COMPANY ENTITIES AND

INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEBSITE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY THE COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY WEBSITE OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

19. Indemnity

- 19.1.** Nothing in these Terms shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in the Services, you agree to indemnify, protect, defend and hold harmless ClutchBet, its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "ClutchBet Entities"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses arising from or connected with your use of the Website, any payment methods used, any funding of your Account, and/or your participation in any Services. The Website may contain links to third party websites that are not owned or controlled by ClutchBet. ClutchBet has

no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, ClutchBet will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve ClutchBet from any and all liability arising from your use of any third-party website. Accordingly, ClutchBet encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of every website that you visit. Nothing in these Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and ClutchBet.

20. Intellectual Property

20.1. You acknowledge and agree that all intellectual property rights in the websites, their contents (including any software), the content and data published on or in them, and all other items created by or for us such as our rules, terms and conditions and marketing materials, remains at all times vested in us or our licensors. These intellectual property rights include, without limitation, copyright, trade marks, the underlying software, the design, graphics, layout, the look and feel and structure of our websites, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are not permitted to copy or use our intellectual property, except with our prior express written consent. You acknowledge and agree that our websites and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of our websites and the material and content contained within them is strictly prohibited. No data, file, graphics, images, documents, wording such as our Terms and Conditions, results or other content in our websites, including content downloaded or otherwise accessed from our Websites, and material you may receive in connection with our websites, may be copied, reproduced or distributed without our prior written consent. You agree not to, and agree not to assist or facilitate any third party to, in any manner copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with, modify, adapt, develop, decompile, reverse engineer or create derivative works of such material and content, or our Websites or any part of them.

21. Assignment

21.1. ClutchBet may assign, transfer or novate any or all of its rights and obligations under these Terms to any third party at any time without notice to you. You may not assign, transfer or novate any of your rights or obligations under these Terms to any third party.

22. Severability

22.1. If any provision of these Terms is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that provision will be, to the extent strictly necessary, severed from the remaining terms and conditions and that determination shall not affect the validity of the remaining provisions of these Terms. In the case of the severance of any terms, the part deemed invalid or unenforceable

shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the original intent in these Terms.

23. Waiver

- 23.1. Failure by ClutchBet to insist upon strict performance of any of your obligations or to exercise any of the rights or remedies to which we are entitled shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations and a waiver by us of any default shall not constitute a waiver of any subsequent default.

24. Significant events

- 24.1. The failure of ClutchBet to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.
- 24.2. In the event of any disruption or unrecoverable malfunction of hardware/software, ClutchBet will activate procedures to suspend wagering, void or cancel any wagers adversely impacted by said malfunction.

CLUTCHBET COLORADO PRIVACY POLICY

Last modified: 10 November 2022

Introduction

ClutchBet ("**Company**" or "**We**"), respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes: (a) the types of information we may collect or that you may provide when you use www.clutchbet.com (the "website") or purchase, download, install, register with, access, or use the ClutchBet Colorado mobile website or website or Application (the "**website or App**"); and (b) our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy Applies only to information we (or our authorized representatives and contractors) collect on the website or the website or App and in email, text, and other electronic communications sent through or in connection with the website or the website or App. This policy DOES NOT Apply to information that: (a) we (or

our authorized representatives) collect offline or on any other Company website or website or Apps or websites, including websites you may access through this website or website or App; or (b) you provide to or is collected by any third party. Our website and website or website or Apps, and these third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with, or use this website or website or App. By downloading, registering with, or using this website or website or App, you agree to this privacy policy. This policy may change from time to time. Your continued use of this website or App after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Persons Under the Age of 21

YOU MUST BE 21 YEARS OF AGE OR OLDER TO DOWNLOAD, REGISTER WITH OR USE THE WEBSITE OR APP.

We do not knowingly collect personal information from persons under 21. If we learn we have collected or received personal information from a person under 21, we will delete that information.

Information We Collect and How We Collect It

We collect information from and about users of our website or App directly from you when you provide it to us (or our authorized representatives) and automatically when you use the website or App.

Information You Provide to Us (or our Authorized Representatives)

When you download, register with, or use this website or App, we (or our authorized representatives) may ask you to provide information: (a) by which you may be personally identified, such as name, postal address, email address, social security number (or a portion thereof), date of birth, telephone number, or any other information the website or App collects that is defined as personal or personally identifiable information under a website or Applicable law ("**personal information**"); and (b) that is about you but individually does not identify you.

This information includes:

- Information that you provide by filling in forms on the website or App. This includes information provided at the time of registering to use the website or App and posting material. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the website or App.
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Financial information and details of transactions you carry out through the website or App and of the fulfillment of same. You may be required to provide financial information before using some or all of the website or App.
- Your search queries on the website or App.

You may provide information to be published or displayed ("**Posted**") on public areas of the website or App and/or websites you access through the website or App (collectively, "**User Contributions**"). Your User Contributions are Posted and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Automatic Information Collection and Tracking

When you download, access, and use the website or App, it may use technology to collect:

- **Usage Details.** When you access and use the website or App, we may collect certain details of your access to and use of the website or App, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through the website or App.
- **Device Information.** We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the device's telephone number.
- **Stored Information and Files.** The website or App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts, and address book information.
- **Location Information.** This website or App may collect real-time information about the location of your device and other location and access characteristics.

If you do not want us to collect this information, do not download the website or App or delete it from your device. We also may use these technologies to collect information about your activities over time and across third-party websites, website or website or Apps, or other online services (behavioral tracking).

Information Collection and Tracking Technologies

The technologies we use for automatic information collection may include, without limitation:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the website or website or appropriate setting on your smartphone. However, if you select this setting, you may be unable to access certain parts of our website or App.
- **Web Beacons.** Pages of the website or App and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single- pixel gifs) that permit the Company, for example, to count users who

have visited those pages or opened an email and for other related website or website or App statistics (for example, recording the popularity of certain website or website or App content and verifying system and server integrity).

Storage of Personal Information

ClutchBet will take all reasonable steps to ensure that the Personal Information which it collects, uses, or discloses is correct and is stored in a secure environment which is accessed only by the authorized persons.

ClutchBet will destroy or permanent de-identify the Personal Information we hold when it is no longer required for any purpose.

Third-Party Information Collection

When you use the website or App or its content, certain third parties may use information collection technologies to collect information about you or your device. These third parties may include advertisers, payment processors or conduits, payment gateways, central account management systems, third-party verification service provider systems, geolocation and geofencing service providers, ad networks, ad servers, analytics companies, your mobile device manufacturer, your mobile service provider, our affiliates, and others. These third parties may use tracking technologies to collect information about you when you use this website or App. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites, website or website or Apps, and other online services websites. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

How We Use Your Information

We use information that we (or our authorized representatives) collect about you or that you provide to us (or our authorized representatives), including any personal information, to:

- Provide you with the website or App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection, if website or website or Applicable.
- Notify you when website or App updates are available, and of changes to any products or services we offer or provide through it.
- Confirm that you are accessing the website or App from an website or website or Approved location.
- Comply with any court order, law, or legal process, including to respond to any government or regulatory request.

The usage information we collect helps us to improve our website or App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our website or App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the website or App.

We may also use your information to contact you about our own, our affiliates' and third parties' goods and services that may be of interest to you. We may use the information we collect to display advertisements to our advertisers' target audiences.

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

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose personal information that we (or our authorized representatives) collect, or you provide:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our website or App users is among the assets transferred.
- To third parties to market their products or services to you.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent or otherwise consistent with this policy.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us, including the website or App Terms of Service, and for billing and collection.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Except as contemplated in this privacy policy, we will keep player account information confidential unless otherwise required by law.

Your Choices About Collection, Use, and Disclosure of Your Information

We strive to provide you with choices regarding the personal information you provide to us and our authorized representatives. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse

cookies or block the use of other tracking technologies, some parts of the website or App may then be inaccessible or not function properly.

- **Location Information.** You can choose whether to allow the website or App to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of the website or App may then be inaccessible or not function properly.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's [website](#).

Accessing and Correcting Your Personal Information

You can review and change your personal information by logging into the website or App and visiting your account profile page. You may also send us an email at contact@clutchbet.com to request access to, correct, or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the website or App, copies of your User Contributions may remain viewable in cached and archived pages or might have been copied or stored by other website or App users.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our website or App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the website or App like message boards. The information you share in public areas may be viewed by any user of the website or App.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we strive to protect your personal information, we cannot guarantee the security of your personal information transmitted through our website or App.

Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

Without limiting the foregoing, we will securely erase from hard disks, magnetic tapes, solid state memory, and other devices all player information before we dispose of same.

Changes to Our Privacy Policy

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you and for periodically visiting this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at contact@clutchbet.com.

In addition, to exercise any opt-out, access, data portability or deletion rights under website or website or Applicable law, please submit a verifiable consumer request in writing to us at contact@clutchbet.com.