

**ADDENDUM TO LOTTERY GAMES AND SERVICES CONTRACT RELATED TO
THE iLOTTERY AND THE PROVISION OF INTERNET INSTANT GAMES BY AND
BETWEEN COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF REVENUE
AND SCIENTIFIC GAMES INTERNATIONAL, INC.**

THIS ADDENDUM to the Lottery Games and Services Contract Related to the iLottery and the Provision of Internet Instant Games (“the Agreement”) is entered into by and between the Commonwealth of Pennsylvania, Department of Revenue (“Department” and/or “Commonwealth”) and Scientific Games International, Inc., with a principal place of business at 1500 Bluegrass Parkway, Alpharetta, Georgia, 30201;

WHEREAS, SGI and DOR negotiated the Agreement pursuant to the authority granted to the Department pursuant to Act 91 of 1971 (P.L. 351, No. 71) and Act 42 of 2017 (P.L. 419, No. 42); and

WHEREAS, pursuant to section 48 of the Agreement, SGI and DOR were required to negotiate the terms of an End User License Agreement which will be applicable to registered iLottery account holders and which will govern iLottery account holders’ use of the Licensed Software and Services.

NOW THEREFORE, SGI and DOR agree:

1. The recitals set forth above are incorporated by reference as a material part of this Addendum.
2. SGI and DOR represent that the Terms and Conditions and End User License Agreement (“EULA”), attached hereto as Exhibit A, were mutually agreed upon by the parties.
3. SGI and DOR understand and agree that pursuant to section 48 of the Agreement, the EULA may be modified in the future to address changes in the law, regulations, Lottery policy, general errors, and/or capabilities of the Licensed Software and related services.
4. This addendum to the Agreement may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have signed this Addendum on the dates indicated below.

**Commonwealth of Pennsylvania
Acting through its Department of Revenue**

By: C. Daniel Hassell

Name: C. Daniel Hassell

Title: Secretary of Revenue

Date: 5-11-18

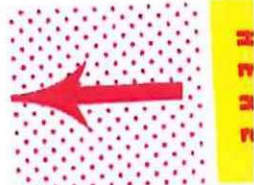
Scientific Games International, Inc.

By: [Signature]

Name: James C. Kennedy

Title: President and Chief Executive Officer

Date: 5-10-18



Approved as to Form and Legality

[Signature]
Acting Chief Counsel, Department of Revenue

Date: 5-11-18

Pamela J. Cross
Office of Chief Counsel

Date: 5/16/18

Ang M. Elliott
Office of Attorney General

Date: 5/18/18

EXHIBIT A

TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT

These terms and condition ("**Terms and Conditions**") and End User License Agreement (collectively referred to as the "**Terms and Conditions**" or "**the Agreement**") for PAiLottery.com was last updated on May 8, 2018.

IMPORTANT

THIS WEBSITE IS OPERATING THE GAMING SOFTWARE PLATFORM (THE "**SOFTWARE**") OF NYX DIGITAL GAMING (USA), LLC ("**NYX**") UNDER A LICENSE FROM SCIENTIFIC GAMES INTERNATIONAL, INC., AN AFFILIATE UNDER COMMON OWNERSHIP WITH NYX, TO THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF REVENUE, PENNSYLVANIA LOTTERY ("**LOTTERY**"). NYX IS HEREINAFTER REFERRED TO AS "**NYX**" OR "**THE COMPANY**." THE PENNSYLVANIA LOTTERY IS HEREINAFTER REFERRED TO AS "**THE LOTTERY**" OR "**PAL**". THE PENNSYLVANIA LOTTERY, ITS CONTRACTORS, INCLUDING NYX, AND ITS SUBCONTRACTORS, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "**WE**", "**US**" OR "**OUR**". A CONDITION TO YOUR DOWNLOADING OR OTHERWISE USING THIS SOFTWARE AND ACCESSING THE WEBSITE AND ITS CONTENT IS THAT YOU ENTER INTO THE FOLLOWING LEGALLY BINDING SUB-LICENSE AGREEMENT WITH US, WHICH GOVERNS YOUR USE OF THE SOFTWARE AND THE WEBSITE.

PLEASE READ THIS AGREEMENT CAREFULLY, TO MAKE SURE YOU FULLY UNDERSTAND ITS CONTENT. IF YOU HAVE ANY DOUBTS ABOUT YOUR RIGHTS AND OBLIGATIONS RESULTING FROM THE ACCEPTANCE OF THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY OR OTHER LEGAL ADVISOR IN YOUR JURISDICTION.

BY CHECKING THE "I AM 18 OR OVER AND I ACKNOWLEDGE, AGREE, ACCEPT AND CONSENT TO EACH PROVISION IN THESE TERMS & CONDITIONS" BOX DURING THE ACCOUNT REGISTRATION PROCESS, YOU AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CHECK THE "I AM 18 OR OVER AND I ACKNOWLEDGE, AGREE, ACCEPT AND CONSENT TO EACH PROVISION IN THESE TERMS & CONDITIONS" BOX, DISCONTINUE THE ACCOUNT REGISTRATION PROCESS, AND DO NOT CONTINUE TO DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE OR THE WEBSITE.

BEFORE YOU BEGIN

- You must be 18 years of age to register for a VIP Players Club account through PAiLottery.com.
- You must be located within the geographic boundaries of the Commonwealth of Pennsylvania to wager or purchase a play through PAiLottery.com.
- You are prohibited from purchasing a play or claiming winnings, prizes, and bonuses through PAiLottery.com if:
 - You are an officer or employee of the Lottery;
 - You are the spouse, child, brother, sister or parent residing as a member of the same household as an officer or employee of the Lottery;
 - You are an officer or employee of a contractor or subcontractor who is directly involved in the operation of iLottery or the provision of iLottery related services; OR
 - You are the spouse, child, brother, sister or parent residing in the same household as an officer or employee of a contractor or subcontractor who is directly involved in the operation of iLottery and the provision of iLottery related services.
- Your use of PAiLottery.com, and the Software and Services related thereto are governed by these Terms and Conditions, which includes the applicable privacy policy, the game rules, and additional terms as set forth by Us.
- By voluntarily registering for an account through PAiLottery.com, you are acknowledging, consenting, agreeing to and accepting the terms and conditions, the applicable privacy policy, the game rules and the additional terms as set forth by Us.

1. INTRODUCTION

1.1. NYX, with offices at 400 South Rampart Parkway, Suite 220, Las Vegas, Nevada, is the operator, on behalf of the Commonwealth of Pennsylvania, Pennsylvania Lottery, of the website domain PAiLottery.com (the "**Website**"). The Company is authorized by the Commonwealth of Pennsylvania for the purposes of operating and

offering real-money Internet-based and/or mobile application-based iLottery gaming services (hereinafter referred to as the "Services") on behalf of the Lottery.

1.2. When You (hereinafter referred to as the "End User" or "User" or "You" or "Your") use the Website, the Software, or the Services, these Terms and Conditions (hereinafter referred to as the "Terms and Conditions" or "Agreement") shall apply to such use.

1.3. In addition to this Agreement, the Pennsylvania Lottery's PAiLottery.com Privacy Policy, which can be found at _____ (the "Privacy Policy") applies to Your use of the Website, the Software, and the Services, and You should review it prior to any use of the Website, the Software, or the Services. The Privacy Policy describes how Your personal information will be dealt with and protected. By accepting the terms and conditions set forth in this Agreement, You are also acknowledging and accepting the Privacy Policy.

1.4. Your use of the Services is strictly subject to all applicable laws, rules, regulations, or other authority which shall apply to the type of Services that You are using, including, but not limited to, 4 Pa.C.S. §§ 501 et seq. ("the iLottery Law"), 61 Pa. Code §§ 876.1 et seq. ("iLottery Regulations"), and such other terms as We may issue from time to time (together, the "Additional Terms") in each case as updated from time to time. The Privacy Policy and Additional Terms are incorporated by reference into this Agreement and shall constitute an integral part thereof.

1.5. This Agreement shall prevail in the event of any conflict between this Agreement and any of the game rules, game descriptions or other documents referred to in this Agreement, except for the Privacy Policy. In the event of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control.

2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1. By registering with Us via the Website, by using the Services via the Website, or by checking the "I AM 18 OR OVER AND I ACKNOWLEDGE, AGREE, ACCEPT AND CONSENT TO EACH PROVISION IN THESE TERMS & CONDITIONS" box during the account registration process, You agree to be bound by this Agreement, the Privacy Policy, and the Additional Terms in their entirety and without reservation. As such, this Agreement constitutes a binding legal agreement between You and Us. Together with the Privacy Policy and the Additional Terms, which are deemed to be an integral part hereof, this Agreement shall govern Your use of the Website, the Software, and the Services at all times.

2.2. The Company operates the Website and offers the Software and the Services on behalf of the Commonwealth of Pennsylvania, Pennsylvania Lottery, pursuant to 4 Pa.C.S. §§ 501 et seq., 72 P.S. §§ 3761-301 et seq. and the Pennsylvania Lottery's iLottery regulations at 61 Pa. Code § 876.1 et seq.

2.3. The Software, which may be made available in either downloadable or non-downloadable form, allows You to use the Services currently available via the Website and other User interfaces, including, but not limited to, mobile devices. We reserve the right, in our sole discretion, to suspend, modify, remove or add to the Software and/or the Services, subject to any statute, regulations, or direction from the Secretary of the Department of Revenue with immediate effect and without notice. We shall not be liable for any loss suffered by You, including, but not limited to, any indirect, consequential, incidental or special damages, resulting from any changes made to the Software and/or Services and You shall have no claims against Us in such regard. These Terms and Conditions may also be revised from time to time. You must check these Terms and Conditions periodically. We reserve the right to change, modify or amend these Terms at any time in our sole discretion. If these Terms and Conditions are revised, such revision will have immediate effect and your continued use of the Software indicates your acceptance of the revised Terms and Conditions. If you do not agree to any revised Terms and Conditions, you should discontinue your use of the Website, Software and Services immediately.

2.4. In respect to Your use of the Software and Services, You may only have one account registered with the Website for which You will register using Your own legal name. You shall access the Software and use the Services only via Your own account. You may never access the Software or use the Services by means of another person's account or permit any other person to access the Software or use the Services using Your account. If You: (i) attempt to open more than one account, under Your own name or under any other name; (ii) attempt to use the Services by means of any other person's account; or (iii) permit another person to access the Software or use the Services using Your account, then We will be entitled to: (a) suspend Your account pending investigation; (b) refund or refuse to refund any monies contained in Your account in accordance with applicable law and these terms and conditions; (c) notify the proper authorities of the suspected activity; (d) close Your account/s, and bar You from future use of the Services; or any combination of the above.

3. COMPLIANCE WITH LAWS AND LOCATION VERIFICATION

3.1. Use of the Services is restricted to End Users who are wagering from within the Commonwealth of Pennsylvania. You represent, warrant and agree to ensure that Your use of the Website, the Software, and the Services will comply at all times with all applicable laws, statutes, and regulations and these terms and conditions.

3.2. You acknowledge, warrant and agree that You will be physically within the Commonwealth of Pennsylvania during any time of real-money play, and that You will comply with our requirements in connection with verifying Your physical location at time of play, including by use of Your mobile device's current location and/or using the Wi-Fi networks when You use Your mobile phone, computer, tablet or other device. Location coordinates are only gathered at the time You access a real-money game using Your mobile phone, computer and/or tablet device, and have agreed to use the location verification service (the "Location Service"). Upon completing the account registration process, and before real-money play, You may be required to download a "plugin" from our Location Service provider. You hereby consent to Your location being verified via the above-described process each time You login to Your account and also periodically while You are logged in to Your account.

3.3. The mobile device Location Service is available only on selected carriers. The Location Service might not be available if the mobile device is roaming or is turned off. Location coordinate data is transmitted via Secure Socket Layer ("SSL") technology into password protected servers. Your data will be subject to the Privacy Policy. Please contact Your carrier for rate information and note Message and Data rates for which You will be responsible may apply.

3.4. We shall not be responsible for any illegal or unauthorized use of the Website, the Software, and/or the Services by You. Please consult an attorney if You have any doubts about the legality of Your use of the Website, the Software and/or the Services under the laws of any jurisdiction that applies to You. By accepting these terms, You agree to assist Us, to the extent You are able, with its compliance with applicable laws and regulations.

3.5. Persons located outside of the Commonwealth of Pennsylvania, at the time of their activity, may not use the Services for real-money play.

3.6. You are granted a personal, non-transferable and non-exclusive right to use the Location Service and any data related thereto. GeoComply, as provider of the Location Service, and/or its licensors, retain all of their intellectual property rights in and to the Location Service, and no title to any such property is transferred to You. You agree not to expose, reverse assemble, reverse engineer, decompile, reverse decompile, reduce to human readable form, or otherwise attempt to derive source code from the Location Service, or modify, incorporate into or with other software, or to create derivative works of, the Location Service or any data related thereto, or allow any third party to do the same. You agree to comply with all export and re-export restrictions and regulations of the Department of Commerce or other US agency or authority, and not to transfer, or authorize the transfer of, the Location Service to a prohibited country or otherwise in violation of any such restrictions or regulations.

3.7. You acknowledge that no warranty from GeoComply or its licensors is being made to You in connection with the Location Service and any data related thereto, and that there is an express disclaimer of any implied warranties of merchantability or fitness for a particular purpose. GeoComply and its licensors shall not be liable to You for any indirect, consequential, incidental or special damages arising out of the use or license of the Location Service, regardless of the theory of liability (including negligence, tort, and strict liability).

3.8. You agree not to remove, alter or obscure any copyright or other proprietary notices incorporated on or in the Location Service by GeoComply or any of its licensors.

3.9. You agree not to make the Location Service or any data related thereto available to third-parties, or use the Location Service on behalf of third-parties (including through file sharing, hosting, application services provider, service bureau, or any other type of service) and not to transfer or sublicense the Location Service or any data related thereto or allow the Location Service or any data related thereto to become subject to any lien.

3.10. You agree not to make any copies of the Location Service or any data related thereto, except for a single copy for back-up/archival purposes, and such copy must contain all of GeoComply's and its licensor's notices regarding proprietary rights.

3.11. You agree to comply with the Google Maps terms and conditions (as located at http://maps.google.com/help/terms_maps.html), the Google Legal Notices (as located at http://www.maps.google.com/help/legalnotices_maps.html) and the AUP (as located at http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html), as the same may be updated from time to time.

3.12. We reserve the right to use data from GeoComply to aid in any investigation into your online account activity.

3.13. By registering for an account through the Website, You are specifically acknowledging, consenting to, agreeing and accepting that you must be located within the geographical boundaries of the Commonwealth of Pennsylvania while wagering on the Website. You further acknowledge, consent, agree and accept the monitoring, recording and collection of data obtained through the Location Service as a result of your use of the Website.

3.14. We do not control or endorse the content, messages, or information found in any user-content portions of the Website, the Services, the Software or external sites that may be linked to or from the Website, the Services or the Software, and, therefore, We disclaim any responsibility with regard thereto. We reserve the right to disable any account that has been involved in any activity that is in violation of any of the provisions of these Terms and Conditions or of any individual deemed to be acting or using the Website, the Services, the Software in a manner that is harassing or otherwise disruptive of the Website, the Services, or the Software. Company also reserves the right, but has no obligation, to monitor disputes between you and other users.

4. PERMITTED PARTICIPATION

4.1. No one under the age of eighteen (18) (individuals eighteen (18) or older are referred to herein as “**Legally of Age**”) may download the Software or use the Services under any circumstances and any person not Legally of Age who registers for an account and utilizes the Services will be in breach of the terms of this Agreement and the laws of the Commonwealth of Pennsylvania. The law prohibits a person not Legally of Age from registering for an account through the Website. Anyone who facilitates someone not Legally of Age to use the Services may be prohibited from using the Services. We reserve the right, in Our sole discretion, to request proof of age at any stage in order to verify that persons not Legally of Age are not using the Services. We may terminate a person’s account and exclude a person from using the Software or the Services if proof of age is not provided or if We suspect that a person using the Software or the Services is not Legally of Age. Players not Legally of Age will only be entitled to a refund of their initial deposit. All wagers made by a player in such an account shall be deemed null and void; as a result, any winnings, bonuses or promotions issued to a person not Legally of Age will not be paid or refunded.

4.2. You hereby explicitly consent that We may verify Your personal information provided during the registration process, such as Your name, physical address where You reside, Your date of birth, Your driver’s license or valid government-issued identity card, Your social security number, and Your passport identification (for non US residents) to confirm: (a) that You are Legally of Age; and (b) Your identity. We may use third-party verification services to verify Your personal information, including but not limited to a credit reference agency or other identification verification services. In performing these checks, the third-party verification services may keep a record of Your information, and such checks could affect Your credit report. The purpose of this verification is to confirm Your age, identity, and geographic location. We reserve the right to verify that You have not previously self-excluded through PAiLottery.com. By requesting certain documents, We reserve the right to verify Your information, including Your email address and payment methods used, at any time. Requested documents may include, but are not limited to, (a) an identity card such as a state-issued photo driver’s license or valid passport, (b) proof of address such as a utility bill or bank statement, and (c) proof of payment method, and can be sent to Us through a secure/encrypted file transfer feature on the Website. We may request notarized document copies, meaning the documents must be stamped and attested to by a notary public. In the event our request for documents is not completed by You to Our satisfaction, We will terminate the account and withhold any funds that are present therein. Any initial deposit funds in such account shall be returned within seven (7) business days after cancellation. We may refuse to refund any bonuses or winning funds provided to or gained by the You. Should the documents fail our internal security check (for example, if We suspect that the documents have been tampered with, or are in any way provided to mislead or misrepresent), We shall be under no obligation to accept such documents as valid, and shall be under no obligation to provide feedback on the exact nature of our findings with regard to the documents. We reserve the right to request additional information from You in Our sole discretion or as may be required by law. You will not be permitted full use of the Website or the Software or Services unless and until your age, identity, and location have been verified to Our satisfaction.

4.3. You hereby explicitly consent to Us performing background checks on You for any reason related to the Services, including, but not limited to, any investigation into Your identity, any credit checks performed on You, or any inquiries into Your personal history. The basis for such investigations will be dependent on the specific case, and could include, but not be limited to, verification of Your registration details, such as the name, address and age, verification of financial transactions, and verification of gaming activity. We shall be under no obligation to advise

You of such an investigation taking place and We may use social media sites in conducting such an investigation. Such activities may also include the use of specific third-party companies who perform the investigations as required.

4.4. Under applicable law, You are prohibited from playing the Lottery in the Commonwealth of Pennsylvania and from using the Services or creating an account through the Website if:

4.4.1. You are an officer or employee of the Lottery;

4.4.2. You are the spouse, child, brother, sister or parent residing as a member of the same household as an officer or employee of the Lottery;

4.4.3. You are an officer or employee of a contractor or subcontractor who is directly involved in the operation of iLottery or the provision of iLottery related services; OR

4.4.4. You are the spouse, child, brother, sister or parent residing in the same household as an officer or employee of a contractor or subcontractor who is directly involved in the operation of iLottery and the provision of iLottery related services.

4.5 You have the ability to set responsible gaming limits, including daily, weekly or monthly deposit limits, spend limits, and time-based limits (generally referred to as "limits"), to establish a cool-off period ("Cool-Off Period") and to self-exclude from the Services as detailed herein and in the Additional Terms.

4.5.1. Initial daily, weekly and monthly limits will be effective immediately. If during the period of any established limits, You decrease your deposit limit, decrease your time limit, or decrease your spend limit, those changes will become effective immediately. If during the period of any established limits, You want to increase your deposit limit, increase your play time, or increase your spend limit, those increases will not become effective until the then current period has expired.

4.5.3. You have the ability to temporarily suspend your account (referred to as a Cool-Off Period) for any period between 72 hours and 30 days through the Website. The selected Cool-Off period will become effective immediately. During any Cool-Off Period, You will be unable to login to your account, make a wager or purchase a play, make a deposit, or withdraw funds from your account. Additionally, during any Cool-Off Period, You will be prohibited from entering second-chance drawings and other Lottery offers available through the Website. The Cool-Off Period is irrevocable during the Cool-Off period. At the conclusion of any Cool-Off period, Your access to your account will be automatically restored.

4.5.4. You have the right to request self-exclusion from the Website for periods of either one (1) year or five (5) years. The selected self-exclusion period will become effective immediately. During any period of self-exclusion, You will be unable to login to your account, make a wager or purchase a play, make a deposit, or withdraw funds from your account. Additionally, during any period of self-exclusion, You will be prohibited from entering second-chance drawings and other events offered through the Website. We will take all reasonable measures to make sure you do not receive promotional offers from the Lottery during any period of self-exclusion. The self-exclusion is irrevocable during the self-exclusion period. At the conclusion of any self-exclusion period, You are required to contact the Company's customer service department; access to your account is not restored automatically.

4.5.5. Should You choose to self-exclude, You will be required to:

4.5.5.1. provide Your personal details, including, but not limited to: Your name, Your Date of Birth, Your Address, Your phone number, and Your Social Security number;

4.5.5.2. agree to waive and release Us and Our employees from all liability relating to the processing and enforcement of the self-exclusion;

4.5.5.3. agree that, among other things, the request for self-exclusion is being entered into voluntarily; and

4.5.5.4. acknowledge that the self-exclusion is only applicable to PAiLottery.com and will restrict participation in online Lottery offerings.

4.5.6. The responsible gaming limits, Cool-Off Period and self-exclusion are only available through the Website and do not apply to other Lottery products and services, including those sold at Lottery retailers.

4.5.7. If We discover that a You have accessed the Website during any Cool-Off Period or self-exclusion, We may refund monies deposited by you during your Cool-Off Period or self-exclusion period. Any winnings or

Bonuses issued while you are in violation of the Cool-Off provisions or self-exclusion provisions will be considered null and void.

5. INFORMATION TECHNOLOGY/INTELLECTUAL PROPERTY

5.1. We hereby grant You the non-exclusive, non-transferable, non-sub-licensable right to use the Software in connection with the Services in accordance with this Agreement. The Software's code, structure and organization are protected by the Company's intellectual property rights. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise attempt to derive the internal structure, functioning, or other inner workings of the Software; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Software; (c) make the Software available to any third-party through a computer network or otherwise; (d) export the Software to any country (whether by physical or electronic means); (e) use the Software in a manner prohibited by applicable laws, regulations and/or this Agreement; (f) assert or imply that title or ownership rights in the Software belong to You; (g) remove, circumvent, disable, damage, or otherwise interfere in any way with any security-related feature of the Software; or (h) attempt to do any of the foregoing (together the "**Prohibited Activities**").

5.1.1. You will be solely liable for any damages, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify the Company and/or the Lottery immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide the Us with reasonable assistance with any investigations it may conduct in light of the information provided by You in this respect.

5.2. The brand names relating to the Website and Services, and any other trademarks, service marks, trade names, domain names and logos used by the Company are owned by the Company, its affiliated entities, or its licensors (including the Lottery) with respect to the Services regardless of the platform (hereinafter referred to as the "**Trademarks**") and the Company, its affiliated entities and licensors (as applicable) reserve all rights to such Trademarks. End User shall not use the Trademarks, or any confusingly similar marks except as expressly permitted herein.

5.3. In addition to the rights to its Trademarks, the Company or one of its affiliated entities and/or its licensors and/or its service providers own the rights in all other content including, but not limited to, the Software, games, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or on the Website or in connection with the Services (the "**Site Content**"). The Site Content is protected by copyright and/or other intellectual property rights. The End User shall not modify any of the Site Content and shall not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Site Content or information or work contained in the Software or on the Website or used in connection with the Services, except as expressly permitted herein. The End User shall not in any way alter, erase, or remove any trademark notices, copyright notices, logos, or other legal or proprietary designations contained on or within the Site Content.

5.4. You hereby acknowledge that, by using the Services or the Software, You obtain no rights in the Trademarks or the Site Content and You may only use the same in complete accordance with this Agreement.

5.5. You agree not to upload, post, email, transmit or otherwise make available through the Services or on the Website any material or information that infringes any copyright, trademark, trade secret, patent, right of privacy, right of publicity or other right of any person or entity, or impersonates any other person, or any information that is harassing, libelous, defamatory, disparaging, obscene, offensive, threatening or hateful.

5.6. We respect the intellectual property rights of others and require each End User of the Services, the Software, and the Website to do the same. We may, in Our sole discretion immediately remove or disable any content or block or terminate the account of any End User that is found to have infringed on Our rights or those of a third-party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. We may, in appropriate circumstances, terminate the accounts of repeat infringers at any time. If You believe any material available on the Website infringes upon a copyright, or otherwise violates Your intellectual property rights, then You should notify the Company's Copyright Agent by providing the following information:

5.6.1. identify the copyrighted work or other intellectual property that You claim has been infringed;

5.6.2. identify the material on the Website that may be an infringement with enough detail so that We may locate it on the Website;

5.6.3. a statement by You indicating a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

5.6.4. a statement by You declaring under penalty of perjury that (a) the above information in Your notice is accurate, and (b) that You are the owner of the copyright interest involved or that You are authorized to act on behalf of that owner;

5.6.5. Your address, telephone number, and email address; and

5.6.6. Your physical or electronic signature.

5.7. The Company's designated agent for notices of claims of copyright or other intellectual property infringement is:

Eric Schmalz

Intellectual Property Counsel

Scientific Games

2718 West Roscoe Street

Chicago, Illinois 60618.

6. YOUR REPRESENTATIONS AND UNDERTAKINGS

In consideration of the rights granted to You to use the Services and the Software, You represent, acknowledge and agree that the following representations are true to the best of Your knowledge and belief.

6.1. As the End User, You are Legally of Age, as defined in this Agreement, of sound mind and capable of taking responsibility for Your own actions, and, at any time you engage in real-money play on the Website, You will be physically located within the Commonwealth of Pennsylvania whenever attempting to engage in real-money play.

6.2. All information provided by You to Us either during the registration process or at any time thereafter, including as part of any payment deposits, withdrawals, or any other financial transaction are true, current, correct, complete and match the full name(s) on the debit card(s) or other payment accounts including, but not limited to, payment via online wallets or the automatic clearing house (ACH online check transfers), commonly referred to as "E-Checks," to be used to deposit or receive funds in Your account. You shall ensure that funds deposited into Your account from a financial institution shall not be transferred out of Your account to a different financial institution. You shall ensure that You have sufficient available funds prior to conducting any wagering activities. We do not extend credit to any player for any reason for wagering or playing or any related activities on the Website. You will promptly notify Us of any changes to details previously provided by You to Us. From time to time, You may be requested to provide Us with certain documents to verify the details of the debit card or other deposit or withdrawal methods used by You to deposit or withdraw money to or from Your account, and to verify the authenticity of such documents. Should You fail to provide Us with, or fail to verify the authenticity of, any documents requested by Us relating to Your identification or any deposit or withdrawal method used by You, We reserve the right, in Our sole discretion, to cancel a withdrawal request. Depending on the outcome of these verification checks, You may or may not be permitted to deposit further monies with the debit card or other deposit methods previously used by You. Should any of the information that You provide to Us be untrue, inaccurate, misleading, or otherwise incomplete, You will be in breach of this Agreement, and We reserve the right to terminate Your account immediately and/or prevent You from using the Software or the Services, in addition to any other action that We may choose to take. You shall not transfer any funds to any other player or account holder.

6.3. As the End User, Your account with Us is solely for Your benefit. You shall not allow anyone (including a relative) to use Your account, password, or identity to access or use the Services or the Software, and You shall be fully responsible for any activities undertaken on Your account by a third-party. You will not reveal Your account username or password to any person and You shall take all steps to ensure that such details are not revealed to any person. You shall inform Us immediately if You suspect that Your account is being used by a third-party, and/or any third-party has access to Your account username or password so that We may investigate such matter, and You will cooperate with Us, as We may request, in the course of such investigation.

6.4. As the End User, You are responsible for the security of Your username and password on Your own computer and any device on which the Software is or may be accessible including, but not limited to, an Internet access location. It is Your responsibility if Your username and password combination is "hacked" due to any virus or

malware present on the computer or mobile device from which You access Your account. You should report any possible hacking attempts or security breaches from Your computer or mobile device immediately to Us. It is Your responsibility to configure Your computer's and/or mobile device's auto lock features to protect from unauthorized use.

6.5. As the End User, You fully understand the methods, rules, and procedures of the Services and Internet wagering in general. You understand that it is Your responsibility to ensure the details of wagers and games are correct. You are prohibited from changing your wager after it's purchased. You will not commit any acts or display any conduct that damages Our reputation.

6.6. As the End User, You are fully aware that there is a risk of losing money when gambling by means of the Services, and that You are fully responsible for any such loss. You agree that Your use of the Services is at Your sole option, sole discretion, and risk. In relation to any loss, You shall have no claims whatsoever against the Lottery, the Commonwealth of Pennsylvania, the Company, any company within the same group of companies as the Company, the Company's licensors or service providers or their respective directors, officers, members, employees, service providers, agents, or any affiliates of any of the foregoing.

6.7. You are solely responsible for all taxes and tax reporting to any relevant governmental, taxation or other authority on any winnings or prizes paid to You by the Company or any other related or affiliated entity, subject to applicable local, state and/or federal tax laws and regulations, although You also acknowledge that We are required to report certain winning payments to state and federal governments.

6.7.1. State and federal withholding taxes will be automatically deducted from prizes meeting statutory thresholds, and shall be remitted to the appropriate taxing authorities as required by law.

6.7.2. Statutorily required offsets under 23 Pa.C.S.A. § 4308 (relating to lottery winnings intercept) and 72 P.S. § 215 (relating to lottery winnings intercept) shall be automatically deducted from prizes meeting statutory thresholds, and shall be paid to the relevant agencies as required by law. Certain prizes or portions thereof may be temporarily inaccessible or unavailable while We determine whether You are subject to any of the offsets referenced herein or subsequently imposed by law.

6.8. As the End User, You are solely responsible for any and all telecommunication network and Internet access services fees and costs, and all other consents and permissions required in connection with Your use of the Software and the Services. In case of any disconnection or interference with the connection or any alteration to Your system made by You, We do not guarantee that the Software shall recall Your exact status prior to the disconnection event, provided, however, that, consistent with the detail set forth in Section 21.1 of this Agreement, in the event of a network disconnection, the Software may provide You with the ability to view a round of play completed prior to or during the period of disconnection, or to resume play of a game suspended as a result of such disconnection if a determination has not yet been made as to the outcome of the specific round of play in progress at the time of the disconnection.

6.9. As the End User, You shall act in good faith at all times in terms of Your use of the Services, the Website, and the Software and your interactions with Us and the other players using the Services. In the event We determine that You have been using the Services, the Website, or the Software in violation of any applicable law and/or to cause direct or indirect harm or injury to Us or Our respective licensors or service providers, or any End User of the Services, the Website, or the Software, We shall have the right, subject to any applicable law, to terminate Your account and/or use of the Services and any other accounts You may hold with the Company. You hereby expressly waive any claims against Us and Our licensors and service providers in such regard, including, but not limited to, future claims or any indirect, consequential, incidental or special damages, subject to any applicable laws.

6.10. You hereby grant the Company and/or the Division Your consent to monitor and record Your wagering communications and geographic location information at all times, and You shall have no claims against the Lottery or the Company and its Affiliates, licensors, or service providers in such regard.

7. PROHIBITED USE OF THE SITES AND SERVICES

7.1. As the End User, You declare that the source of funds used by You for gambling on the Website and using the Services is not illegal and that You will not use the Website, the Services, or the Software in any way as a money transfer system. You will not use the Website, the Services, or the Software for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under federal laws and/or the laws of the Commonwealth of Pennsylvania. If the Company has a suspicion that You may be engaging in or have engaged in fraudulent, unlawful or improper activity including, without limitation, money laundering activities, or conduct otherwise in violation of

this Agreement, Your access to the Services may be terminated immediately and/or Your account blocked, locked or terminated. In addition to terminating Your access to the Services or blocking Your account, the Company reserves the right, in its sole discretion, to prevent You from accessing the Website and any of the Company's other websites or servers, or accessing any other services offered by the Company. We shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third-Parties") of Your identity and of any suspected unlawful, fraudulent or improper activity. As the End User, You agree to fully cooperate with Us to investigate any such activity.

7.2. The Company and its third-party service providers have developed and employ sophisticated technology intended to seek out and identify persons making fraudulent or unlawful use of the Services or Software. You shall not break into, access or attempt to break into or access or otherwise circumvent the Company's security measures. If We believe, in Our sole discretion, that You are in breach of this clause, the We may terminate Your access to the Services immediately and/or have Your account terminated or locked, pending investigation, and/or notify the proper authorities of the suspected activity, which may result in the closure of all Your accounts, and You being barred from future use of the Services. We reserve the right, in Our sole discretion, to inform Interested third-parties of Your breach. In addition to terminating Your access to the Services and/or locking Your account, We reserve the right, in Our sole discretion, to prevent You from accessing the Website and any of the Company's websites or servers, or accessing any other properties or services offered by the Company.

7.3. The use of software, external devices, programs or applications to create an unfair advantage for You over other End Users is strictly prohibited and may result in a criminal referral. You shall not use any software program which is endowed with artificial intelligence (hereinafter referred to as "AI Software") in connection with Your use of the Services. We constantly review the use of the Services in order to detect the use of AI Software, and in the event that We deem it has been used, We reserve the right, to take any action We deem fit, including, but not limited to, immediately blocking access to the Services to the offending End User and terminating such End User's account. In addition to terminating Your access to the Services and/or blocking Your account, the Company reserve the right, in its sole discretion, to prevent You from accessing the Website and any of the Company's other websites or servers, or accessing any other properties or services offered by the Company.

7.4. You shall not intentionally disconnect from a game while playing on the Website. If, in the Our sole discretion, You are in breach of this clause, We may terminate Your access to the Services immediately or have Your account locked. In addition to terminating Your access to the Services and/or locking Your account, the Company reserves the right, in its sole discretion, to prevent You from accessing any of the Company's other websites or servers, or accessing any other properties or services offered by the Company.

7.5. If We have reason to suspect that an account or group of accounts are operating systematically (for example, employing specific wagering techniques or wagering as a group), We shall have the right to block or terminate all accounts and in such circumstances.

7.6. If You are found to have fraudulently created an account, created an account while not Legally of Age, participated used the Website and Services during any Cool-Off period or self-exclusion period, or any other violation of this Agreement, We reserve the right to deem any purchases made invalid, pay no prize, or even reclaim prizes paid under these circumstances and the player forfeits all claims to any prizes won while playing with invalid information. Additionally, Your account may be terminated or blocked.

7.7. If We suspect or determine that you have engaged in illegal activity while using the Website and the Services, You understand and agree that we may hold any withdrawal pending completion of an investigation or pursuant to applicable law or an order by a court of competent jurisdiction. We reserve the right to deem any purchases made invalid, pay no prize, or even reclaim prizes under circumstances in which it was determined You acted unlawfully and You forfeit all claims to any prizes won while engaging in unlawful behavior. We are not liable for any damages or losses resulting from any delay or denial of a withdrawal resulting from an investigation.

8. YOUR ACCOUNT

8.1. Your account is for Your sole personal use only and shall not be used for any professional, business, or commercial purpose.

8.2. All transactions where Your username and password have been entered correctly will be regarded as valid whether or not authorized by You. Therefore, it is imperative that You maintain security of Your username and password at all times and not divulge your username or password to third-parties.

8.3. Monies held in Your account shall not earn interest.

8.4. If You do not access Your account by “logging on” for any period of three consecutive years, Your account will be considered abandoned. Pursuant to applicable law, once an account is deemed abandoned, any funds remaining on deposit and any pending wagers shall be escheated to the Commonwealth of Pennsylvania in accordance with applicable law.

8.5. We reserve the right to limit or refuse any bet, stake, or other wager made by You or through Your account.

8.6. You may not sell or attempt to sell or otherwise transfer any bonuses or any other related items to any other individual or entity. If We find evidence of such a sale or attempted sale, We may terminate or lock Your account.

8.7. If a sum is mistakenly credited to Your account, We shall be entitled to make the appropriate adjustment to it. If any sum is incorrectly credited to your account, You are required to notify Us immediately and We are entitled to reverse such credits or recover such sums from You if withdrawn.

8.8. The Company will make available to You, upon reasonable request, account statements detailing Your account activity.

9. PAYMENT TRANSACTIONS AND PAYMENT FRAUD

9.1. You are fully responsible for paying all monies owed to Us. You will not make or attempt to make any chargebacks, and/or deny or reverse any payment that You have made, and You will reimburse Us for any chargebacks, denial or reversal of payments You make and any loss suffered by Us as a consequence thereof. We may cease to provide the Services or withhold payment to certain End Users. You agree that We may collect any monies owed by You to Us.

9.2. We reserve the right, in Our sole discretion, to use third-party electronic payment processors and/or financial institutions to process payments made by and to You in connection with Your use of the Services. To the extent that they do not conflict with the terms of this Agreement, You agree to be bound by the terms and conditions of such third-party electronic payment processors and/or financial institutions and the terms and conditions of any other third-party service provider who provides third-party services through the Services or the Website.

9.3. In the case of a suspected fraudulent payment or any other fraudulent activity (including any chargeback or other reversal of a payment or dispute or fraud relating to ACH/E-checks), We reserve the right, in Our sole discretion, to block an End User’s account, reverse any payout made to the End User, recover any funds paid to the End User’s account by Us, and recover any losses incurred by Us as a result of any fraudulent activity by the End User. We may inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or otherwise unlawful activity, and may employ collection services to recover payments. Under no circumstances shall We be liable for any unauthorized use of debit cards, irrespective of whether or not the debit cards were reported stolen.

9.4. Each deposit into Your account must be from a single payment source, including but not limited to, a debit card, charge card, pre-paid card or ACH/E-check on which You are a named account holder.

9.5. You authorize Global Payments Gaming Services Inc. (“Global Pay”) to initiate debit entries to the account at the depository financial institution for which You have provided information. The debit for a transaction can post at Your financial institution within twenty-four (24) hours after You initiate a transaction. You further authorize all transactions at any participating Global Pay client to be debited from the same checking account, and such future debits will take place only when initiated by You and a receipt will be provided upon request by the participating Global Pay client for each debit You initiate for the account. Your authorization will remain in effect until Global Pay has received written notification by You of its termination and up to thirty (30) days has been allowed to process the request. You understand that checks or debits returned unpaid by Your financial institution are subject to a service charge which also may be debited electronically from Your account or collected using a bank draft drawn from Your account.

9.6. You expressly authorize Global Pay and its affiliates to contact You, via auto-dialer, pre-recorded messages, or any other method, on any of Your phone numbers, residence address or email addresses provided.

9.7. When You wish to withdraw money from Your account, payments generally will be made as soon as reasonably possible (subject to up to three (3) to five (5) business days internal processing time). However, if at the time of a withdrawal request, You have any deposits which are pending receipt of confirmation of funds (e.g., deposits by check, ACH, wire transfer or other deposit methods), We reserve the right, in Our sole discretion, to delay any withdrawal payment until such deposited funds have been confirmed by Your banking institution.

Additionally, You may experience additional delays due to any security review undertaken by Us, or whenever any other provision of this Agreement allows or requires Us to hold a payment. Should You fail to provide the Company with, or fail to verify the authenticity of, any documents requested by the Company relating to Your identification or any deposit or withdrawal method used by You, We reserve the right, in Our sole discretion, to cancel a withdrawal request. Once a withdrawal has been approved by Us, We are not responsible for any third-party financial clearing process that delays Your payment from being received.

10. BONUSES, PROMOTIONS AND SPECIAL OFFERS

10.1. All promotions, bonuses or special offers are subject to the express terms of any bonus offered on the Website and promotion-specific terms and conditions if applicable, and any bonus credited to Your account must be used in adherence with such terms and conditions. By accepting a promotion, bonus, or special offer available on the Website, You consent to the terms and conditions of such promotion, bonus, or special offer and acknowledge that wagers must always be placed with cash balances before bonus balances can be used to wager. We reserve the right to withdraw any promotion, bonus or special offer at any time. Bonus funds and any winnings derived therefrom, which have not been converted to cash, may be forfeited (a) when a new bonus is accepted; (b) upon withdrawal of all or any portion of a cash balance; (c) upon deposit and acceptance of a deposit bonus match; or (d) under other circumstances that may be identified in the separate terms and conditions of a specific bonus program or offer. Other bonus types require that the wagering requirement of the current bonus balance be added to the wagering requirement of the new bonus. In other words, these bonuses and their associated wagering requirements are combined. See the bonus terms and conditions for the specific bonus for additional details. No promotion, bonus, or special offer will be accepted or honored by Us following the expiration date of the promotion, bonus, or special offer, unless We in Our sole discretion choose to do so for any particular customer, promotion, bonus, or special offer. Expiration dates will be set forth in the specific rules or terms and conditions of the particular promotion, bonus, or special offer.

10.2. In the event that the Company believes an End User of the Service is abusing or attempting to abuse a bonus or other promotion, or is likely to benefit through abuse or lack of good faith from a policy adopted by Us, then We may, at Our sole discretion, deny, withhold, or withdraw from any End User any bonus or promotion, or rescind any policy with respect to that End User, either temporarily or permanently, or terminate that End User's access to the Services and/or lock that End User's account.

10.3. The opening of multiple accounts on the Website or on any other sites owned and/or operated by the Company in bad faith for the purpose of accumulating bonuses, promotions, or special offers shall be considered abusive behavior.

10.4. In the event that the Company deems in its sole discretion that You have been taking unfair advantage of bonuses or have executed any other act in bad faith in relation to a bonus promotion offered on the Website, the Company shall have the right to lock or terminate Your accounts with the Company, and in such circumstances, the Company shall be under no obligation to refund You any bonus funds or bonus winnings that may be in Your accounts according to applicable regulation. Similarly, and again without limiting the generality of the foregoing and by way of example and not limitation, the Company may deem activity such as using multiple accounts, closing and reopening accounts, irregular betting patterns, or other activity that violates the intent of a promotion to be bonus abuse, enabling the Company to exercise its sole discretion under the terms of this paragraph.

10.5. To be eligible for bonuses, You must have a valid and verified account through the Website. If You are self-excluded or have elected to participate in a Cool-Off Period, You will not be eligible for bonuses or other promotions and special offers through the Website.

10.6. The following are applicable to all bonuses offered by Us:

10.6.1. Unless otherwise stated in the terms or descriptions of certain bonuses, each bonus is only available once per account and no bonus may be used in combination with any other bonus;

10.6.2. To be eligible for a bonus, You are required to meet certain wagering requirements ("Wagering Requirements") as set forth in the terms or description for specific bonuses;

10.6.3. Wagers may not contribute to satisfying the Wagering Requirements applicable to more than one bonus. Only upon satisfaction of the Wagering Requirements applicable to such bonus (or the expiration or cancellation of the bonus) will wagers then contribute toward satisfying the Wagering Requirements of the bonus awarded next in time;

10.6.4. In order to claim an available bonus, a player must lock funds into the bonus. These locked funds can be used to meet the Wagering Requirements of the bonus and cannot be withdrawn until the Wagering Requirements are met, or until the bonus is cancelled;

10.6.5. For any wager placed while a bonus is active, funds are first deducted from Your cash balance. If no cash is available in Your account, then You wager with Your bonus funds;

10.6.6. Bonus winnings cannot be withdrawn until the Wagering Requirements associated with that specific bonus are satisfied;

10.6.7. Canceling a bonus prior to meeting the Wagering Requirements will result in the forfeiture of the bonus and the winnings derived therefrom;

10.6.8. You must fulfill a bonus's Wagering Requirements prior to the date specified in the terms for a specific bonus ("Expiration Date"). If the Wagering Requirements are not satisfied before the Expiration Date, bonus funds and any winnings generated from the wagering of such bonus funds will be forfeited; and

10.6.9. Accumulated bonus winnings generated from bonus wagers and/or winnings generated from cash wagers that meet the Wagering Requirements for a single bonus that exceed a statutory threshold, may be subject to tax reporting, withholding or required debt offsets.

10.7. We may offer various types of promotions and bonuses at our sole discretion and for any reason, such as player retention. See terms for specific bonuses and promotions for details and terms. Promotions and bonuses may include, but are not limited to:

10.7.1. Deposit Match: deposit match bonus amount is determined by the amount of the deposit and play, and requires you to play through your deposit a certain number of times.

10.7.2. Cashback Bonus: cashback bonus is based on playing a specific game or games and you could earn cashback up to a designated dollar amount.

10.7.3. Prize Draw: prize draw is based on playing a specific game or games and earning entries into a drawing that includes various prizes, such as bonuses and/or physical prizes.

10.7.4. Bonus Share: bonus share is based on playing a specific game or games and earning a share of a designated amount of bonus money to be split among qualified players.

11. OUR OBLIGATIONS

11.1. We have no obligation to check whether anyone is using the Services, the Website, or the Software in accordance with this Agreement or the Additional Terms, as updated from time to time.

11.2. We may investigate or pursue complaints made by a player against any other End User using the Services and may take any action in connection therewith, or take any action against an End User for any reason, including without limitation for violating this Agreement.

11.3. We shall not be liable if You misplace, forget, or lose Your username or password because of anything other than Our error. If you misplace, forget, or lose your username or password, you may be able to retrieve or reset this information via the Website.

12. DISPUTE RESOLUTION

12.1. All disputes should be raised with the Company's customer service department at support@PAiLottery.com in a timely manner to allow the Company to promptly respond to the End User.

12.2. If the Company's customer service is unable or unwilling to resolve a complaint which you may have in relation to the Services, the Website, or the Software, you may contact the Pennsylvania Lottery via the following resource account RA-LOT-iLottery_Dispute@pa.gov . The complaint should include the following: Your name; Your address; Your telephone number; Your email address, Your account information; the date of the event giving rise to the complaint; a description of the issue; and the any supporting documentation. By filing the complaint through the resource account, you are consenting to the Lottery contacting you by email. The Lottery will acknowledge receipt of your complaint by email. The Lottery will subsequently notify you of the outcome of its review of the complaint.

12.3. You accept and agree that a random number generator will determine the randomly generated events required in connection with the Services and where the result shown on the Software (as installed and operated by

Your hardware) conflicts with the result shown on Our server, the result shown on Our server shall in all circumstances take precedence.

12.4. You understand and agree that, without prejudice to Your other rights and remedies, Our records shall be the final authority in determining the terms of Your use of the Services, the Website, and the Software, and You shall have no right to dispute Our decisions in regard to such matters.

13. NO WARRANTY

13.1. THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS". WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICES, THE WEBSITE, OR THE SOFTWARE OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY, AND PERFORMANCE OF THE SOFTWARE, THE WEBSITE, AND THE SERVICES LIES WITH YOU.

13.2. WE MAKE NO WARRANTY THAT THE SOFTWARE, THE WEBSITE, OR SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT WEBSITE AND THE SOFTWARE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS, OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES OR THE WEBSITE.

13.3. A MALFUNCTION VOIDS ALL PAYS. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO ACCOUNT SETTLEMENT OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR BONUSES OR ANYTHING ANALOGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE EQUIPMENT OR SOFTWARE, THE COMPANY SHALL NOT IN ANY WAY BE LIABLE TO YOU AND THE COMPANY SHALL VOID ALL GAMES IN QUESTION AND PAYMENTS IN RELATION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS. WE ARE NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.

13.4. WE SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER, TELECOMMUNICATIONS PROVIDER, OR OTHER THIRD-PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE WEBSITE.

14. LIMITATIONS OF LIABILITY

14.1. You acknowledge and agree that You are free to choose whether to use the Services, the Website, and the Software, and do so at Your sole option, sole discretion, and risk.

14.2. The Lottery, the Company, its respective affiliated companies, members, employees, partners, directors, agents, subsidiaries, related parties, or any third-party service provider (the "Affiliates") or their respective third-party licensors shall not be liable to You or any third-party in contract, tort, negligence, or otherwise for any loss or damage whatsoever arising from or in any way connected with Your use or any third-party's use of the Software, the Website, or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other indirect, consequential, incidental or special damages (even where We have been notified by You of the possibility of such loss or damage).

14.3. The Lottery, the Company, the Company's respective affiliates or their respective third-party licensors shall not be liable in contract, tort, negligence, or otherwise for any loss or damage whatsoever arising from or in any way connected with Your use of any link contained on the Website or otherwise via the Services. The Lottery, the Company, the Company's respective affiliates or their respective third-party licensors are not responsible for the content contained on any Internet site linked to or from the Website or otherwise via the Services.

14.4. The Lottery, the Company the Company's respective Affiliates, and their respective third-party licensors shall not be liable to You or any third-party for any modification to, suspension of or discontinuance of the Software, the Website, or the Services.

14.5. In the event that the Software, the Website, or Services fails to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Website, Services, or their respective content, or any error or omission in

content, natural disasters, fire, flood, civil commotion, acts of a government, breakdown of power supplies, cyberattacks, labor disputes or any other factors beyond Our control: (a) the Lottery, the Company and the Company's respective Affiliates, and their respective third-party licensors will not be responsible for any loss, including loss of winnings and any indirect, consequential, incidental or special damages, that may result from the circumstances detailed in the paragraph above; and (b) if any such errors result in an increase in winnings owed or paid to You, You shall not be entitled to the winnings falling within such increase. You shall immediately inform Us of the error, and shall repay any winnings credited to Your account in error to Us (as directed by the Us) or We may, in Our sole discretion, deduct an amount equal to those winnings from Your account, set off such amount against any money owed to You by Us, or take other action to collect any money owed, as permitted under applicable law.

15. BREACH OF TERMS AND CONDITIONS

15.1. You shall fully indemnify, defend and hold the Lottery, the Company and its respective Affiliates, third-party service providers and licensors and their respective officers, directors, members, and employees harmless immediately on demand from and against all claims, demands, liabilities, damages, losses, costs, and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

15.1.1. any breach of this Agreement by You;

15.1.2. any violation by You of any law or the rights of any third-party;

15.1.3. any use by You of the Services or Software or use by any other person accessing the Services or Software using Your username, password, or any other personal information, whether or not with Your authorization; or

15.1.4. acceptance of any winnings You are not otherwise legally authorized to receive, whether by the Lottery's, the Company's or any of its third-party service provider's error or omission.

15.2. In addition to any other remedy available to Us, if You breach any of the terms and conditions of this Agreement and any Additional Terms or We have reasonable grounds for suspecting that You have breached the terms and conditions of this Agreement, and any Additional Terms, Your winnings may be withheld and We may retain any positive balance then existing in Your account on account of any amounts owed by You to Us pending investigation and/or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, account termination, and/or legal action being taken against You.

16. DURATION AND TERMINATION

16.1. This Agreement shall be in full force and effect immediately upon Your completion of the registration process, and shall continue in full force and effect unless and until terminated in accordance with its terms.

16.2. We may terminate this Agreement and Your account (including Your username and password) immediately and without notice:

16.2.1. in the event We decide, for any reason, to discontinue to provide the Services, the Software, or the Website in general or specifically to You;

16.2.2. in the event We believe You have breached any of the terms of this Agreement;

16.2.3. in the event Your use of the Services, the Website, or the Software has been in any way improper, abusive or breaches this Agreement;

16.2.4. in the event Your account is associated in any way with any existing account that has been terminated, or if Your account is associated with, or related to, existing locked accounts, We may terminate Your account, irrespective of the nature of this relationship, and the registration details provided on said accounts;

16.2.5. upon instruction of an appropriate law enforcement agency or regulatory body; or

16.2.6. You have been charged with or convicted of an offense under 18 Pa.C.S. §§ 4106, 5111 and 5512-5514 or 4 Pa.C.S. (relating to amusements) or conspiracy to commit the above offenses under 18 Pa.C.S. § 903 (relating to criminal conspiracy), or equivalent crimes under Federal law or the law of another state.

16.3. Unless otherwise provided herein, or as may be required by law or regulation, on termination of this Agreement any balance in Your account to which You are entitled will be returned to You within a reasonable time of Your request, subject to the Our right to deduct any amounts owed by You to Us.

16.4. You may terminate this Agreement and Your account (including Your username and password) at any time by sending an email to Us at support@PAiLottery.com. Such termination is to take effect upon the Company terminating Your account (including username and password), which shall occur within three (3) calendar days after receipt by the Company of Your email, provided that You shall remain responsible for any activity on Your account after sending the email requesting termination of Your account Us.

16.5. On termination of this Agreement, You shall:

16.5.1. discontinue the use of the Software and the Services;

16.5.2. pay all amounts due and owing to Us; and

16.5.3. remove and permanently delete the Software from Your computer equipment and/or mobile device and destroy all related documentation in Your possession, custody, power, or control.

16.6. The clause providing the right to terminate this Agreement by either party shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

16.7. Upon the termination of this Agreement for any reason, except as otherwise provided in this Agreement and subject to any rights or obligations that have accrued prior to termination, neither party shall have any further obligation to the other party under this Agreement.

16.8. In addition to terminating Your access to the Services and/or locking Your account, the Company reserves the right, in its sole discretion, to prevent You from accessing any of the Company's other websites or servers, and You shall have no claims against the Company in such regard.

16.9. If You have chosen to close Your account – for example, if You have self-excluded from any of our Services, it is Your obligation to abide by this restriction for the duration of the set period. If You open new accounts, during a Cool-Off Period or during a self-exclusion period from this Website, We shall close all accounts as soon as detected.

16.10. If You choose to close Your account, the information that you provided during the registration process will remain on file with Us to ensure that another account is not opened using the same information You provided when you opened Your account.

17. GENERAL

17.1. If any part of this Agreement is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

17.2. No waiver by Us of any terms of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of this Agreement.

17.3. Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third-parties.

17.4. Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship, or any other form of joint enterprise between You and the Lottery, the Company or any of the Company's respective affiliates or third-party licensors.

17.5. This Agreement, together with the Privacy Policy, and the Additional Terms, contain the entire agreement between You and Us, relating to Your use of the Software, the Website, and the Services and supersedes any and all prior agreements between Us and You in relation to the same. You confirm that, in agreeing to accept this Agreement, You have not relied on any representations other than this Agreement, the Privacy Policy, and the Additional Terms.

17.6. We reserve the right, in Our sole discretion, to transfer, assign, sub-license or pledge this Agreement, in whole or in part.

17.7. As the End User, You agree not to transfer, assign, sub-license or pledge in any manner whatsoever any of Your rights or obligations under this Agreement.

17.8. Nothing in this Agreement shall be construed so as to grant You any security interest whatsoever over Our assets, including for the avoidance of doubt, on any amounts standing to the credit of Your account.

17.9. Pursuant to state and/or federal law and regulations, You may be required to complete certain tax forms before winnings that exceed a taxable threshold can be released to You. By using the Services, You agree to comply in full with all applicable tax laws, and hereby release Us from any liability associated with Your compliance therewith.

17.10. Paragraph headings in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of the Agreement, and shall not define or affect the meaning, construction, or scope of any of the provisions of this Agreement.

18. CUSTOMER SERVICE DEPARTMENT AND SPECIAL PROMOTIONS

18.1. For service quality assurance, calls made by You to the Company's customer service department may be recorded.

18.2. You hereby expressly consent ("**opt-in**") to Us using the contact details provided by You on registration (or attempted registration), including, but not limited to, phone numbers, residence address and email addresses, to occasionally contact You directly in relation to Your use of the Services or any other products or services offered by the Lottery.

18.3. The Company will not tolerate any abusive behavior exhibited by End Users of the Service to the Company's or its service provider's employees. In the event that the Company, in its sole discretion, deems that Your behavior, via telephone, live chat, email, or otherwise, has been abusive or derogatory towards any of the Company's or its Affiliate's or third-party service provider's employees, it may be considered a violation of these terms and conditions and may result in the termination of your account through the Website.

18.4. The Lottery may, from time to time, offer You special promotions. These promotions may be communicated to You by various means, including, but not limited to: (i) email; (ii) telephone; (iii) SMS text message; (iv) live chat; and (v) additional windows opening from within the Software.

18.5. We shall provide You with an opt-out option in relation to various types of marketing communications from Us and should You choose to opt-out from communications, We will take all reasonable measures to make sure you do not receive such communications.

19. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement, including the Additional Terms and Privacy Policy, and the relationship between the parties, and any disputes or controversies arising on the subject of the Services shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania. You hereby consent to the exclusive jurisdiction of the courts in the Commonwealth of Pennsylvania to resolve any disputes arising out of this Agreement.

20. LANGUAGE DISCREPANCIES

This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.

21. PLAYER DISCONNECTION

21.1. The following provisions apply in the case of End User disconnection from the network server during game play:

21.1.1. in the case where no End User input is required to complete the game, the game shall produce the final outcome as determined by the random number generator and, upon reconnection, the game outcome is reflected in the game history table available to the End User.

21.1.2. in the case where End User input is required to complete the game, the game shall not produce the final outcome and, upon the reconnection of the End User to the network, the End User can return to the game state immediately prior to the interruption and complete it.

21.1.3. in the case where the Location Service has, at the outset of a playing session, verified the End User's physical presence in the Commonwealth of Pennsylvania, but, at a later point in the playing session fails to successfully verify the End User's continued physical presence in the Commonwealth of Pennsylvania, the game in progress at the time of the subsequent failed location verification shall produce its final outcome and then the End User's playing session shall be terminated.

PLEASE PRINT AND RETAIN A HARD COPY OF THIS AGREEMENT FOR YOUR RECORDS. THIS AGREEMENT MAY BE AMENDED BY US FROM TIME TO TIME AND YOU WILL BE REQUIRED TO ACKNOWLEDGE YOUR ACCEPTANCE OF ANY SUCH AMENDMENT.