Terms & Conditions

THE GAMES AND WEBSITE DO NOT OFFER REAL MONEY GAMBLING, AND NO ACTUAL MONEY IS REQUIRED TO PLAYTHE GAMES AND WEBSITE DO NOT OFFER REAL MONEY GAMBLING, AND NO ACTUAL MONEY IS REQUIRED TO PLAY

NO PURCHASE NECESSARY TO PLAY; NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED, OFFICIAL RULES AND PLAYER SAFETY POLICY APPLY

ONLY PLAYERS IN THE UNITED STATES (EXCLUDING THE STATES OF CALIFORNIA, CONNECTICUT, DELAWARE, IDAHO, ILLINOIS, INDIANA, IOWA, LOUISIANA, MAINE, MICHIGAN, MISSISSIPPI, MONTANA, NEVADA, NEW JERSEY, NEW YORK, TENNESSEE, OKLAHOMA, AND WASHINGTON) ARE ELIGIBLE TO CREATE AN ACCOUNT ON THIS WEBSITE. PLEASE REFER TO SECTION 1.1 OF THE PARTICIPANT ELIGIBILITY REQUIREMENTS TO CHECK YOUR ELIGIBILITY.

READ SECTION 11 CAREFULLY - PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRES YOU TO PURSUE ANY PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME.

Version 1.1 Date Published: October 27, 2026

IMPORTANT NOTICE: These Terms and Conditions of Use form a legally binding agreement between you and us and apply to your use of the Website. Please read them carefully before signing up or creating an account. Your continued use of the Website constitutes explicit acceptance of any updates made to these Terms and Conditions of Use.

SGSE LLC (“We” or “Us”) with the registered address at 251 Little Falls Drive, Wilmington, DE 19808, operates our Website and Services in the Permitted Territory. These Terms and Conditions of Use apply to and are binding upon you if you use our Website. Please read and

review these Terms and Conditions of Use (the “Agreement”) along with the Privacy Policy, Player Safety Policy, Participant Eligibility Requirements, and any other policies that expressly incorporate these terms (the “Documentation”) before using our Website or its Content. By accessing or using our Website (as defined below), you acknowledge that you have read, understood, and accepted this Agreement and our Documentation. Your continued use of our Website or its Content signifies that you accept any updates made to this Agreement. If you do not agree with any part of this Agreement, you may not access or use our Website or its Content.

1. Definitions

1.1. The following definitions apply to this Agreement:

1.1.1. “Account” means your User account with us, which you sign up for at https://reelzappy.com;

1.1.2. “Content” means all information, Games, images, text, data, links, documents, software, Virtual Coins or other materials accessible and available to Users through our Website. All Content is subject to and protected under the intellectual property rights and is solely owned by SGSE LLC;

1.1.3. “Covered Information” means information which allows a specific person to be contacted either physically or online, including, without limitation, first and last name, address, email address, phone number, or other identifier which allows a specific person to be contacted either physically or online;

1.1.4. “Data Protection Officer” means the person designated by us to address data protection matters related to the Service;

1.1.5. “Eligible Participant” means a person who has met the requirements in our Participant Eligibility Requirements document;

1.1.6. "Excluded Territory” means the states of California, Connecticut, Delaware, Idaho, Illinois, Indiana, Iowa, Louisiana, Maine, Michigan, Mississippi, Montana, Nevada, New Jersey, New York, Oklahoma, Tennessee and Washington in the United States and any other jurisdiction outside of the United States;

1.1.7. “Game(s)” means any game that we offer through our Website;

1.1.8. “Virtual Coins” means the in-game currency used to play Games;

1.1.9. “Participant” means a registered User who obtains Virtual Coins, participates in games using Virtual Coins;

1.1.10. “Permitted Territory” means any territory in which we permit our services to be offered. We reserve the right to change our Permitted Territories at any time at our sole discretion. Information on Permitted Territories is set out in our Participant Eligibility Requirements document;

1.1.11. “Promotion(s)” means any of our promotions which allows Participants to obtain Virtual Coins, and/or participate in Games using Virtual Coins;

1.1.12. “Service” means any of the services available through our Website or mobile applications;

1.1.13. “Third Party Game(s)” means a Game or Games which are provided by a third party and may include Third Party Materials referred under Section 14 of this Agreement;

1.1.14. “Terms and Conditions of Use” or “Terms of Use” or “Terms and Conditions” have the same meaning throughout this Terms and Conditions of Use and refers to this Agreement;

1.1.15. “User/s” means a person who uses the Service;

1.1.16. “Website” means our website available at www.reelzappy.com and includes our Content and Services, which are fully owned by SGSE LLC;

2. Eligibility

2.1. To use the Services, you must:

2.1.1. Be an Eligible Participant;

2.1.2. Open an Account;

2.1.3. Be of the age of majority in your jurisdiction;

2.1.4. Be located in a Permitted Territory;

2.1.5. Not be one of Our employees, affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of our Games and their immediate family and household members.

2.2. Our Website is only for Users who reside and are located in a Permitted Territory. All Users are solely responsible for ascertaining whether it is legal in your jurisdiction to participate on our Website. Any User who knowingly accesses or attempts to access

our Website from an Excluded Territory, including through the use or attempted use of a virtual private network (VPN) or other similar service, is in breach of this Agreement and may be subject to criminal prosecution.

3. Accounts, Website, and Content Access

3.1. In order to play the Games offered through our Website and its Content, you must first open an Account. To open an account, you must check the box to confirm that you have read and agreed to these Terms and Conditions.

3.2. Opening an Account requires that you choose a unique Account name and password, along with any other information requested through our registration form. All details provided during Account registration must be accurate and kept up to date. You must not use an account name or password that contains language or words that contain hate speech, offensive or derogatory language of any kind, or infringe others' intellectual property rights. We reserve the right to reject any account names or passwords.

3.3. The name associated with your Account must match your legal name and identity. The name associated with your Account must also match the name on any credit card or form of payment used to deposit money into your Account.

3.4. Users are not allowed to open and operate more than one active Account at any given time using the same email address, name, and phone number. Opening, operating, attempting to open or attempting to operate multiple Accounts at any given time may lead to closure of all your Accounts and render any Virtual Coins void.

3.5. Your Account is solely for your benefit. It is your responsibility to ensure that your Account details, including your login details, password and any payment information are only accessible by you. You agree to not disclose your Account login details, password and payment information to any third party other than us. You are solely responsible for all purchases made from your Account (whether or not these purchases were authorized by you), any use of your Account by third parties, and any activity linked to your Account. For greater certainty, we will not reimburse you for any unauthorized purchases made from your Account, including unauthorized purchases made by someone who is not an Eligible Participant. If you think that any of your information tied to your Account has been compromised, please notify us immediately.

3.6. You are not permitted to transfer Virtual Coins across Accounts, nor are you permitted to accept Virtual Coins from other Accounts. You may not offer Virtual Coins for sale, gift or transfer of any type in any manner.

3.7. If no activity has taken place through an Account for eighteen (18) months, we reserve the right to deactivate the Account.

3.8. Closing your Account is possible by contacting us at support@reelzappy.com and requesting your Account be closed.

3.9. We take player safety in social gaming seriously. For more information on an Account time-out or self-exclusion, please see our Player Safety Policy.

3.10. If any purchases are subject to a chargeback request, payment reversal, or if we suspect that fraudulent activity is occurring on Account, your Account will be immediately suspended and we may take the following steps: (i) close your Account; (ii) refuse to access any Virtual Coins in your account; or (iii) report to governmental authorities or law enforcement.

3.11. If, for any reason, your purchase of Virtual Coins is subsequently declined, you must contact us immediately to resolve this matter. If you do not contact us immediately, we may block your Account.

3.12. We may offer certain Eligible Participants early access to the Website or certain functionality on the Website ("Early Access"). During the Early Access period, certain features on the Website may be disabled. By participating in the Early Access period you understand and agree that you will have no recourse against us related to your experience on the Website during the Early Access period.We may offer certain Eligible Participants early access to the Website or certain functionality on the Website ("Early Access"). During the Early Access period, certain features on the Website may be disabled. By participating in the Early Access period you understand and agree that you will have no recourse against us related to your experience on the Website during the Early Access period.

3.13. You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, run scripts, access or attempt to access our APIs, alter parameters, engage in brute force attacks, or otherwise interfere ("Interfere") with the Website. If you in any way Interfere with the Website, you agree to pay all damages incurred by us. We will cooperate with authorities in prosecuting anyone who Interferes with the Website or

otherwise attempts to defraud us or any other parties through use of the Website. We reserve the right to deny any or all access to the Website, to any User for any reason, at any time, in our sole discretion. You agree that we may block your access at any time, and at our sole discretion we may disallow your continued use of the Website without notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

4. Changes to the Website and Content

We reserve the right to suspend, modify, remove or add Content (including its availability) to the Website at our sole discretion with immediate effect and without notice to you. We will not be liable to you for any loss suffered as a result of any changes made or for any modification to, or suspension, unavailability, or discontinuance of, the Content or Website (including any Game, Promotion, daily bonus, refer a friend or challenge thereon) and you will have no claims against us in such regard.

5. Playing Our Games

5.1. It is your responsibility to make sure that you understand the rules of any Game offered on our Website before playing.

5.2. Our Website or its Content may provide you with a unique experience which may be different from your experience of engaging with similar websites or their content.

5.3. The payment method that you choose to use to purchase any Virtual Coins must be registered under the same first and last name used during registration of your Account. Any transaction fees incurred by purchase of Virtual Coins shall be your responsibility.

5.4. We reserve the right to declare your participation in any of our Games including any sale or award of Virtual Coins to be void in our sole discretion, for any or no reason, including, but not limited to, if we conclude there has been or may be, a human, system or technological or operational error that has occurred or may occur on our Website.

5.5. All decisions made by us as to the administration and operation of our Games are final and binding.

5.6. The purchase of Virtual Coins is the purchase of a temporary license granted to You by Us in accordance with Section 10 below, and allows you to participate in our games and is not a deposit of funds which can be withdrawn. Funds used to purchase Virtual Coins will not, and cannot, be refunded to you. All purchases of Virtual Coins are final. below, and allows you to participate in our games and is not a deposit of funds which can be withdrawn. Funds used to purchase Virtual Coins will not, and cannot, be refunded to you. All purchases of Virtual Coins are final.

6. Promotions

6.1. The Website may, from time to time, offer certain Promotions and these Promotions may have separate terms, conditions and rules that are Promotion specific and any Virtual Coins credited to a Participant's Account must be used in adherence to such terms and conditions. Where play requirements for Virtual Coins are not specifically stipulated in Promotion specific rules then this Agreement will apply.

6.2. The Website may, from time to time, provide you with exclusive offers or packages ("Exclusive Offer(s)") for your participation on our Website or for certain Promotions. Any Exclusive Offer communicated to you is solely for your benefit and shall only be used by you. You shall not disclose any information regarding an Exclusive Offer to any third party for an improper purpose, which may include, but not be limited to, fraud or misrepresentation.

7. Prohibited Activities

7.1. At any time, we reserve the right to (i) suspend or close your Account indefinitely or (ii) withhold all or part of the Virtual Coins balance, if you have breached or we believe you have breached any provision of this Agreement, or if we believe you have engaged, attempted to engage, or will engage in the future in any of the following activities:

7.1.1. Creating, operating or attempting to create or operate multiple Accounts at any given time using the same name, email address and phone number;You attempt to issue a chargeback or reverse a payment made to us without our consent;

7.1.2. You misrepresent your Account details, including, but not limited to, your identity, age, location, place of residence, and citizenship;

7.1.3. You are not the age of majority in your jurisdiction;

7.1.4. You use your Account through a VPN or similar service;

7.1.5. You access your Account from an Excluded Territory;

7.1.6. You communicate with us or our staff in an offensive manner, including, but not limited to, through racist, derogatory, threatening, sexually explicit or abusive language;

7.1.7. You disclose information regarding an Exclusive Offer to a third party for an improper purpose such as fraud or misrepresentation;

7.1.8. You disclose your Account information to a third party;

7.1.9. You allow a third party to access your Account;

7.1.10. You play a Game or use the Website in a coordinated manner with third parties or other User(s);

7.1.11. You use or attempt to use automated means, bots, scripts, macros, or any other software or technology to execute, simulate, or facilitate multiple purchases or transactions on your Account (including duplicate or repeated purchases in rapid succession), or engage in any pattern of purchasing activity that we determine, in our sole discretion, to be consistent with automated or non-human behaviour; or

7.1.12. You make a false, misleading, derogatory or abusive statement about the Website on any public forum, including, but not limited to, Facebook, Twitter, Instagram, Reddit or any other social media platform.

7.2. Financial Fraud

7.2.1. You declare that the funds used by you to purchase Virtual Coins to play on the Website is not illegal. You will not use the Website for any unlawful or fraudulent activity or prohibited transaction under the laws of any jurisdiction that applies to you.

7.2.2. If we have reasonable suspicion that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, or conduct otherwise in violation of this Agreement, your access to the Website may be terminate immediately and/or your Account terminated. If your Account is terminated or suspended in such circumstances, the Website is under no obligation to refund to you any balance that may be in your Account.

7.2.3. In addition to terminating your access to the Website and/or your Account, we reserve the right to prevent you from accessing any of the Website's other services or accessing other services that are, or may be in the future, offered by us.

7.2.4. In the case of a suspected fraudulent payment, including use of stolen credit cards, 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 a User's Account. Under no circumstances shall the Company be liable for any unauthorized use of credit or debit cards, irrespective of whether or not the credit or debit cards were reported stolen.

7.2.5. We reserve the right to immediately block or terminate any Account where we detect, or have reasonable grounds to suspect, multiple-purchase abuse. Multiple-purchase abuse includes, without limitation, the execution of multiple or duplicate purchases in rapid succession, purchases carried out or facilitated by automated means (including bots, scripts, macros, or other automated tools), coordinated purchasing across multiple Accounts, or any pattern of purchasing activity that we determine, in our sole discretion, to be an attempt to circumvent our systems, policies, or controls. Any Virtual Coins obtained through multiple-purchase abuse may be voided, and we shall be under no obligation to refund amounts associated with any blocked or terminated Account arising from such activity.

7.2.6. You agree, warrant and represent that no chargebacks or other cancelation of purchases will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection therewith and to refund and compensate us for any losses we would otherwise incur arising from such actions including any expenses incurred by us in the process of recovering such amounts. You shall remain liable to us for all monies owed to us in relation to such purchases, even if purchases made from your Account were not authorized by you.

7.2.7. We shall be entitled to inform relevant authorities, other online service providers, banks, credit card companies, electronic payment providers, or other financial institutions (collectively, "Interested Third Parties") of your identity and of any suspected unlawful, fraudulent or improper activity.

8. Player Safety Policy

8.1. We take player safety in social gaming seriously and have put in place measures promoting responsible social gaming.

8.2. Please see our Player Safety Policy for more details on how we want to help you play our Games responsibly.

9. Privacy Policy

9.1. We are committed to the protection of your privacy and personal data. Any use of your personal data will be done in accordance with our Privacy Policy.

9.2. If we partner with a third party whereby they carry out certain functions for Us, we may be required to share your personal information with them. Your use of our Website and consent to this Agreement, gives your consent for us to share the necessary information with third party partners.

9.3. The website may include an automated chatbot or virtual assistant designed to provide general, informational responses only. The chatbot is not a substitute for human support and does not have authority to make binding decisions, confirm outcomes, determine user eligibility, verify account status, or assess compliance with applicable terms or policies.

9.4. Information provided by the chatbot is for general informational purposes only and is not legally binding. Such information may be inaccurate, incomplete, or outdated. If there is any inconsistency or conflict between information provided by the chatbot and the Company's Documentation, the Documentation shall exclusively govern and control. It is your responsibility to verify any statements by the chatbot.

9.5. You understand and agree that no information provided by the chatbot shall be deemed to constitute a representation, warranty, or legally binding commitment.

10. License

10.1. Through this Agreement, we are granting you a personal, limited, non-exclusive license to use our Website and its Content for your non-commercial use. To the fullest extent permitted by applicable law, this license granted to use our Website and its

Content is non-transferable. The license may not be rented, leased, lent, sold, redistributed, or sublicensed in any way.

10.2. The license rights granted to you herein are also subject to the limitations set forth below. Any use of the Content in violation of these limitations is a serious violation of this Agreements and subjects you to immediate termination of your license. You agree that you will not, under any circumstances:

10.2.1. Exploit or reverse engineer any Games or the Website, for any commercial purpose;

10.2.2. Use any unauthorized third-party software that intercepts or collects information from or through our Website;

10.2.3. Violate any applicable law or regulation in connection with your use of our Website

10.2.4. Disrupt or assist in the disruption of: (i) any computer, device or server used to support our Website; or (ii) any other User's use of our Website;

10.2.5. Interfere or attempt to interfere with the operation of the Website in any way through any means or device including, but not limited to, launching a denial of service attack, spamming, hacking, or uploading computer viruses;

10.2.6. Reproduce, distribute, display, transfer or use any part of the Website except as expressly authorized by Us; or,

10.2.7. Scrape, copy, aggregate, redistribute, alter, reproduce or re-use any user's information accessible through the Website. You understand that access to the Website may result in access to other user's information as set out in the Privacy Policy available at https://reelzappy.com/privacy-policy which is protected by applicable data protection and privacy laws and regulations. You understand, acknowledge and agree that any Personal Information from other users constitute our confidential information.

11. Dispute Resolution and an Agreement to Arbitrate on Individual Basis

PLEASE READ THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT (the "Arbitration Agreement") CAREFULLY. THIS ARBITRATION AGREEMENT INCLUDES A MANDATORY ARBITRATION PROVISION WHICH SETS FORTH HOW

PAST, PENDING OR FUTURE DISPUTES BETWEEN YOU AND SGSE LLC SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. UNDER THIS AGREEMENT, YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION OR MASS ARBITRATION, PRIVATE ATTORNEY GENERAL SUIT OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY.

11.1. ACCEPTANCE OF TERMS

By using, or otherwise accessing the Service, or clicking to accept or agree to the Terms and Conditions where that option is made available, you accept and agree to this Arbitration Agreement. If you do not agree to this Arbitration Agreement, then you may not access or use the Service or Website. All of your activity on the Website and all or your transactions with SGSE LLC, including all events which occurred before your acceptance of this Arbitration Agreement, are subject to this Arbitration Agreement.

11.2. SCOPE OF AGREEMENT TO ARBITRATE

You and SGSE LLC agree that any past, pending, or future dispute, claim or controversy arising out of or relating to any purchase or transaction by You, your access to or use of the Service, or to this Arbitration Agreement, the Terms of Use, Privacy Policy, or any other rules that you are required to accept in order to use this Website or the Service (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of this Agreement or the Terms of Use) (a “Dispute”), shall be determined by arbitration, including claims that arose before acceptance of any version of this Agreement, except

that you and SGSE LLC are NOT required to arbitrate any Dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. In addition, in the event of any Dispute concerning or relating to this Agreement — including the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims—you and SGSE LLC agree and delegate to the arbitrator the exclusive jurisdiction to rule on his or her own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

11.3. SEPARATE AGREEMENT

The parties acknowledge that this Agreement is a separate agreement between the parties governed by the *Arbitration Ac*t, Ontario, and that any alleged or determined invalidity or illegality of all or any part of the Terms of Use, the Service, the Website, or or any other rules that you are required to accept in order to use this Website or the Service shall have no effect upon the validity and enforceability of this Agreement.

11.4. INFORMAL DISPUTE RESOLUTION

SGSE LLC wants to address your concerns without the need for a formal legal dispute. Before filing a claim against SGSE LLC, you agree to try to resolve the Dispute informally by contacting Customer Support department via support@reelzappy.com. Similarly, if you have provided an email address to us as part of your Customer Account registration, SGSE LLC agrees to do the same. If a dispute is not resolved within 30 days after the email noting the Dispute is sent, either party may pursue binding arbitration as the sole means to formally resolve claims, subject to the terms set forth below.

11.5. INITIATING ARBITRATION

Following the conclusion of the initial dispute resolution process required by this Arbitration Agreement, you may seek arbitration of a Dispute in accordance with the provisions of this Arbitration Agreement. The arbitration shall be conducted by the Alternate Dispute Resolution ("ADR") Chambers pursuant to its ADR Chamber Arbitration Rules ("ADR Rules"), except as modified by this Agreement. The ADR Rules are available on the ADR's website https://adrchambers.com, or by calling the ADR at 1-800-856-5154, or its then current telephone number as provided on its website, or by sending a written request to: The ADR Chambers, Don Valley Parkway and 401, 2001 Sheppard Avenue East, Suite 200 North York, ON M2J 4Z8. In the event the ADRis unavailable or unwilling to hear the dispute in accordance with this Arbitration Agreement, the parties shall agree to, or a court shall select, another arbitration provider.

By signing a demand for arbitration, a party certifies, to the best of their knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Provincial Rule of Civil Procedure or any applicable Ontario law for either party's violation of this requirement.

11.6. LOCATION OF ARBITRATION AND APPLICABLE RULES

You and SGSE LLC agree that:

(a) provided the Dispute involves solely individual claims for damages in accordance with the Agreement, the ADR will administer the arbitration under its ADR Rules in effect at the time arbitration is sought, available at https://adrchambers.com, and the arbitration shall be conducted via telephone or other remote electronic means. ADR will only include arbitrators from the ADR Chambers Arbitrators commercial

speciality the section on the parties' arbitrator selection; and the ADR will only include arbitrators who are practicing attorneys or retired judges who have at least ten years of substantive expertise in litigating and resolving of complex business disputes, including motions to compel arbitration and litigation or adjudication regarding whether disputes are arbitrable.

(b) You and SGSE LLC agree that the arbitration of any Dispute shall proceed on an individual basis and neither you nor SGSE LLC may bring a claim as a part of a Collective Arbitration.

Without limiting the generality of the Arbitration Agreement, and as an example only, a claim to resolve a Dispute against SGSE LLC will be deemed a Collective Arbitration if: (a) two (2) or more similar claims for arbitration are pending concurrently by or on behalf of one or more claimants; and (b) counsel for two or more claimants are same, share fees or coordinate in any way across the arbitrations.

(c) Notwithstanding the terms of this Arbitration Agreement, to the extent a party attempts to assert any claims or seek relief on behalf of or for the use of other persons or a class under any theory, or in which injunctive relief is sought by a party that would significantly impact other SGSE LLC users or the operation of the Service or Website and its Content, the Commercial Arbitration Rules shall apply and, as appropriate, the Supplementary Rules for Class Action of the ADR may apply.

(d) the applicable ADR Rules will govern payment of all arbitration fees.

(e) except as otherwise may be required by the ADR Rules, the arbitration will be held in Toronto, Ontario.

(f) the arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available in an individual lawsuit and that are not waivable under applicable law, however, any relief must be individualized to you and shall not affect any other persons.

(g) except as and to the extent otherwise may be required by law, the arbitration proceeding, pleadings, and any award shall be confidential, except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement.

11.7. OPTION AND PROCEDURE TO OPT OUT OF ARBITRATION

IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION AGREEMENT IN CONNECTION WITH YOUR USE OF OUR SERVICE, WEBSITE OR ITS CONTENT, YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THE ARBITRATION AGREEMENT WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

IF YOU DO NOT WISH TO AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION AGREEMENT IN CONNECTION WITH YOUR USE OF OUR SERVICE, WEBSITE OR ITS CONTENT, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, BY SENDING WRITTEN NOTICE OF YOUR DECISION TO OPT-OUT BY INCLUDING YOUR FIRST NAME, LAST NAME AND A BRIEF STATEMENT INDICATING THAT YOU DECLINE TO BE BOUND BY THE ARBITRATION PROVISIONS FOUND IN THIS AGREEMENT TO THE FOLLOWING ADDRESS:

10-8707 Dufferin Street, Thornhill, PO BOX #165, Ontario, Canada L4J 0A2

***NOTICE SENT TO OPT OUT AFTER THE 30 DAY PERIOD SHALL NOT BE EFFECTIVE.**

Whether to agree to arbitration is an important decision. It is your decision to make and you are not required to rely solely on the information provided in these terms of use. You should take reasonable steps to conduct further research and to consult with counsel (at your expense) regarding the consequences of your decision.

11.8. Under no circumstances will any Participant be permitted to obtain awards for, and all Participants hereby waive all rights to claim any punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (the costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased.

Class Action Waiver

11.9. Any arbitration shall be conducted in the individual capacities of the parties only. No class action or other representative action will be undertaken.

11.10. The parties expressly waive their right to file any class action or seek relief on a class basis.

11.11. By accepting this Arbitration Agreement and the Terms of Use you give up your right to participate in any past, pending or future class action or any other consolidated or representative proceeding, including any existing as of the date you agreed to this agreement. You also expressly waive and release, to the fullest extent available at law, any claim purported to be asserted by any other person on your behalf or for your use or benefit.

11.12. **WAIVER OF JURY TRIAL**

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SERVICE, WEBSITE, AND ITS CONTENTS OR ANY TRANSACTIONS BETWEEN THE PARTIES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

11.13. Exceptions to Agreement to Arbitrate for Temporary Relief

Notwithstanding the other provisions of this Section 11 (Dispute Resolution and Agreement to Arbitrate on an Individual Basis), either you or we may bring an action in a court as authorized by Section 12 for temporary injunctive relief until an arbitrator has been empaneled and can determine whether to continue, terminate or modify such relief.

12. Jurisdiction and Applicable Law

12.1. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the right and obligations of Users, are governed by, and construed in accordance with, the laws of Ontario, Canada, without giving effect to any choice of law or conflict of law rules.

13. Intellectual Property Rights

13.1. All Content available on the Website is Our sole and exclusive property of SGSE LLC. Any applicable third-party content is duly licensed to SGSE LLC. SGSE LLC owns the sole title, sole ownership and legal interest in the trademarks, trade names, logos, patents, patent applications, web domains related to the Content, inventive steps and ideas, trade secrets, copyrights, whether registered or not, in all jurisdictions where the Content are available for the Users.

13.2. We expect that all of our Users, Affiliates and third parties will respect our intellectual property rights.

13.3. All Content used by us in delivering our Website to you including, but not limited to, the software, images, graphics, photographs, animations, videos, music, audio and text are owned by us.

13.4. Your use of our Website does not grant you any rights in our copyright materials.

13.5. You do not have permission to use any of our copyright materials without our express written permission.

14. Third Parties Materials and User Experience

14.1. Our Website or its Content may enable or require access to other third party materials, Games, Games rules or Games related information, services or websites ("Third Party Materials"), including, but not limited to, social media platforms such as Facebook, Twitter, Reddit or Instagram.

14.2. By using our Website, you agree to all Third Party Materials, which may include terms & conditions and privacy policies set out by Third Parties.

14.3. Under no circumstances are we responsible for (i) any issues you have with Third Party Materials, including Third Party Games or (ii) any actions you take on Third Party websites. If you have an issue with a specific game, we strongly recommend contacting the provider of the Third Party Games directly to resolve your issue.

15. Indemnification

15.1. You agree to indemnify, defend and hold harmless Us and Our affiliates, and Our respective officers, directors, owners, shareholders, agents, employees, contractors, suppliers, advertisers, promoters, partners and their agents, information providers and licensors ("Indemnified Party'' or collectively "Indemnified Parties") from and against any

claims, liability, losses, costs and expenses incurred by an Indemnified Party in connection with:

15.1.1. Any breach of this Agreement;

15.1.2. Your use of our Website;

15.1.3. Any purchases made through your Account; and

15.1.4. Any decision made by you to opt-out, self-exclude, or otherwise pause or close your Account;

16. Limitation of Liability

16.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, OR OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR PARTICIPATION , RELIANCE ON ANY INFORMATION PROVIDED BY THE CHATBOT OR ANY OTHER ACT OR OMISSION BY US.

16.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN USD 100. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE WEBSITE AND ITS CONTENT AND TO CLOSE YOUR CUSTOMER ACCOUNT.

16.3. WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE OUR WEBSITE BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE BACK-UP NETWORKS AND/OR SYSTEMS.

16.4. NOTHING IN THESE AGREEMENTS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY WE MAY HAVE IN RESPECT OF EITHER FRAUD, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE

16.5. IF ANY PART OF THIS AGREEMENT IS DEEMED UNLAWFUL, VOID OR FOR ANY REASON UNENFORCEABLE, THEN THAT PART SHALL BE DEEMED SEVERABLE FROM THE REST OF THE AGREEMENTS AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS.

16.6. SECTIONS 15 AND 16 SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.

17. **General**

17.1. We may amend, alter, delete, or add to this Agreement at any time without notice to you.

17.2. Any changes made to this Agreement shall take effect immediately upon their publishing to the Website and your continued access or use of the Website. You can check the “Date Updated” date at the top of these Terms of Use to determine the date of the last revision.

17.3. You agree to review this Agreement regularly to stay current with changes that have been made.

17.4. All correspondence between you and us may be recorded.

17.5. The Terms of Use prevail over any communication via email or chat.

Whole Agreement

17.6. Unless otherwise indicated, this Agreement supersedes all prior oral or written Agreements, arrangements or understandings between us. You acknowledge that you are not relying on any representation, agreement, term or condition that is not set out in this Agreement or the Documentation.

Force Majeure

17.7. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations set out in this Agreement that is caused by events outside of our reasonable control.

No Agency

17.8. 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 us.

Explanation of Terms and Conditions

17.9. Should you need any advice regarding any part of our Service, please contact us directly at support@reelzappy.com.

17.10. Marketing Communications

17.10.1. Upon providing your consent when you sign up for an Account, Reel Zappy may send you electronic communications by way of email, post, SMS and/or telephone notification containing Content and/or service offerings, promotions, invitations and/or special offers.

17.10.2. You may stop receiving electronic communications from Reel Zappy at any time by contacting Customer Support via email at support@reelzappy.com or clicking on the unsubscribe link on such communications.

17.11. You are solely responsible for any state, local or federal taxes which may apply to Your use of the Service.

17.12. Digital Millennium Copyright Act

Notice and procedure for making claims of copyright infringement

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

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

Our Copyright Agent can be reached in the following ways:

Mail: 10-8707 Dufferin Street, Thornhill, PO BOX #165, Ontario, Canada L4J 0A2
Email: legal@reelzappy.com

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

Change Log:

October 27, 2026: We added the State of Oklahoma to the restricted territories list and accordingly updated section 1.1.6 definition of “Excluded Territory”.