

HIGHERLEVELPOKER.COM TERMS AND CONDITIONS (THE USER AGREEMENT)

THIS USER AGREEMENT CONTAINS IMPORTANT TERMS AND CONDITIONS GOVERNING YOUR USE OF OUR SERVICES. PLEASE READ IT CAREFULLY. UPON CREATING YOUR ACCOUNT ON HIGHER LEVEL POKER OR BY LOGGING IN TO YOUR ACCOUNT, YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE OUTLINED TERMS AND CONDITION AS OUTLINED BELOW, REMOVE ANY ACCOUNT REGISTERED UNDER YOUR OWNERSHIP IMMEDIATELY.

This Agreement is between you and HigherLevelPoker.com and its localised websites (the "Company", "we", "us" or "our" as appropriate). Throughout this Agreement, those who use our Services (defined below) are referred to as "you."

1. **Services**

The Company provides poker-related educational material, forums, and tools for poker players (the "**Services**") on its website at www.HigherLevelPoker.com (the "**Website**") and at its related web properties (collectively, the "**Company Websites**"). The Services are provided subject to this Agreement, as it may be amended by us, and any guidelines, rules or operating policies that we may establish and post from time to time pursuant to this Agreement (the "**Agreement**") here or at our Company Websites, or by otherwise providing notice to you. We may discontinue or revise any or all aspects of the Services in our sole discretion.

2. **Your Account**

- a. Many of our Services are available only to you after you complete the registration process at our Company Websites. You are not permitted to share account privileges or username/password combinations with any other person. Violators are subject to account suspension or account termination, with or without notice, and forfeiture of any membership fees and is non-refundable.
- b. You agree to provide true, accurate, current, and complete information as requested in the registration process. You are responsible for maintaining the security of your account, passwords, files, and for all uses of your account and of the Services in your name. The Company reserves the right to refuse registration of, suspend, or cancel, accounts upon (i) non-payment by you, (ii) your breach of this Agreement, or (iii) the request of any law enforcement or regulatory agency, or pursuant to any order issued by a court of competent jurisdiction. You hereby acknowledge that the Company may, from time to time, verify any of the information you provide to us, whether provided in the course of registration or otherwise in connection with your use of the Services.

3. **Non-Commercial License & Copyright Notice**

Subject to this Agreement, the Company grants you a limited, non-exclusive, revocable license to display, listen to, and download Content for your private use. Content (“**Content**”) included on our Company Websites, such as text, videos, documents, graphics and software, is the property of the Company and/or its licensor’s and suppliers and is protected by domestic and international copyright and trademark laws. Content accessed at the Company Websites is for non-commercial use by you only, and any sale or transfer to others, including the reproduction for the purpose of commercial distribution, is strictly prohibited. You agree not to remove, obscure, or deface any proprietary notices or labels from the Services or any Content, or modify, translate, publish, distribute, decompile, or create derivative works based on the Services or any Content. Ownership of all Content shall remain exclusively the property of the Company, and nothing contained in this

Agreement shall be construed as granting or conferring any proprietary rights or interests to you.

4. **Privacy Policy**

We are committed to protecting the privacy and confidentiality of your personal information, including information related to your Payment Method and Payment Card (defined below). We occasionally communicate special offers, company news, and other information with our members and guest account-holders via email, and you may opt-out of receiving such communication when you receive it or by contacting the Company. Please review our Privacy Policy, which is incorporated into this Agreement, for additional information. Our privacy policy can be downloaded from our website.

5. **Recurring Fees and Free Trials/Free Memberships**

When you subscribe to our Services, you must provide to us your name, billing address, e-mail address and credit card, debit card, or other account charge authorization information for the payment method that you provide to pay the periodic membership fee (the "**Payment Method**"). Fees paid by you for Services are not refundable. By requesting membership to any of the Company Websites and by accepting the benefits of becoming a member, you agree that as a condition of your continued membership to authorize us or our agent to charge your Payment Method the periodic membership fee applicable to your membership plan (e.g., the signup fee, if any, and 1 month, 6 months, and 12 months), in effect from time to time, on each periodic anniversary date of that plan, until your membership is cancelled.

We may also offer free memberships ("**free memberships**") in our sole discretion. Other terms of free memberships, including duration of free memberships may vary. Specific details of your free membership not covered in this Agreement will be explained on the web page you land on prior to beginning the sign-up process or as part of the sign-up process. We reserve the right to modify,

suspend, or terminate any free membership program at any time, and you are not entitled to any compensation or extension of your membership as a result. Your participation in any free membership program constitutes acceptance of this Agreement.

6. Indemnification

You hereby indemnify and hold harmless the Company and its officers, employees, agents, and advisor's against any and all damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from your breach of this Agreement and your violation of any law or regulation, including without limitation any laws regarding copyright, trademark, and other proprietary rights, invasion of privacy, slander and defamation, and gaming.

7. Warranty

In entering into this Agreement with you, the Company relies upon your unconditional representations and warranties that: (a) your use of the Services is lawful and in full compliance with this Agreement; (b) your use of the Services does not violate or infringe upon the rights of others; (c) you will not use the Services to perform any commercial solicitation, encourage conduct that could expose the Company to criminal or civil liability, or prevent others from enjoying the Services; (d) you will not upload or post to the Company Websites any information or materials that is protected by copyright, trademark, or other proprietary rights without the written permission of the owner of that copyright, trademark, or other proprietary right; (e) by submitting any material to the Company or on any public area of the Company Websites, you automatically grant or warrant that the owner of such material has expressly granted the Company the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt,

publish, display, translate and distribute such material (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; and (f) you will not reverse-engineer, decompile, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of any software used by the Company to protect its proprietary interests in the Service or related materials.

8. **Warranty Disclaimer**

THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE USEFULNESS OR BENEFITS OF THE SERVICES AS THEY RELATE TO YOUR PARTICULAR NEEDS, CIRCUMSTANCES, AND SKILLS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, PERFORMANCE, DESIRED RESULTS, OR SUITABILITY OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. **Limitation of Liabilities and Remedies**

THE COMPANY AND ITS EMPLOYEES, ADVISORS, AND AGENTS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR

RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID TO US (IF ANY) BY YOU FOR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH A CLAIM. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SERVICES SHALL BE FOR THE COMPANY TO USE COMMERCIALY REASONABLE EFFORTS TO ADJUST OR REPAIR THE SERVICES.

10. **Termination**

At its sole discretion, the Company may immediately suspend or terminate your ability to use our Services for any reason. Upon termination for any reason by you or the Company, Section 9 of this Agreement relating to "Limitation of Liabilities and Remedies" shall survive and continue in full force and effect until fulfilled. No refund shall be issued to you in the event the Company terminates your ability to use our Services.

11. **Cancellation**

Regardless of your cancellation method, your access continues until your next renewal date no matter when you choose to cancel the account.

Any member may cancel his membership by submitting an email from the Contact Us web page on the Company website.

General Provisions

a. Any opinions, advice, statements, services, offers, or other information or content expressed or

made available by third parties are those of the respective author(s) or distributor(s) and not of the Company. The Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Website by anyone other than authorised Company employees while acting in their official capacities.

b. If any provision of the Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision will be limited so that the balance of this Agreement will otherwise continue in full force and effect. Additionally, any provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court is authorised to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the intent of the parties as shown herein.

c. The Company and you agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement.

d. We reserve the right to transfer or assign this Agreement, in whole or in part, to any person or entity without notice and you will be deemed to consent to such assignment. You may not assign or transfer any of your rights or obligations under this Agreement.

e. This Agreement shall be governed in all respects by the laws of the United Kingdom without regard to its conflict of laws provisions, and you and the Company agree that the sole venue and jurisdiction for any and all disputes arising from or related to this Agreement shall be the appropriate court located in the United Kingdom. The Company and you submit to the personal jurisdiction of the United Kingdom and irrevocably waive any objection based upon jurisdiction, venue, and the convenience of the forum.