



## GRATON TERMS OF USE AND RULES

Date: June 1, 2023 (Last Updated: March 3, 2023)

### YOUR AGREEMENT TO ACCEPT OUR TERMS OF USE AND RULES

Welcome to Graton Resort & Casino! These Terms of Use (“Terms” or “Agreement”) are an agreement between you and the Graton Economic Development Authority, an unincorporated, wholly owned instrumentality of the Federated Indians of Graton Rancheria, a federally recognized Indian tribe doing business as Graton Resort & Casino (“Graton” or “we” or “us” or the “Tribe” or “Tribal”).

By using this website and other websites owned by Graton (collectively, the “Website”), downloading and using any mobile application or software associated with Graton (the “Apps”), and/or using any services provided by Graton through the Website or Apps (the “Services”), you agree to read, comply with, and be legally bound by: (i) these Terms, (ii) Graton’s Privacy Policy (available at <https://www.gratonresortcasino.com/terms-of-use-privacy-policy/>), (iii) all of the rules and regulations for using the Website or any Services or Apps, (iv) any house rules or event rules that may apply to your use of any Website, Services, Apps, or any of your accounts, and (v) any and all applicable Tribal rules, regulations, resolutions and ordinances (Collectively, these Terms, Graton’s privacy policy, rules and regulations for wagering, house rules, event rules, and Tribal laws shall be referred to as “Rules”). If you do not read and agree to the Terms and Rules, you may not use this Website or any Services or Apps.

### I. ADDITIONAL TERMS

The specific Services and Apps listed below have additional terms that you must agree to before using or accessing them. These additional terms are incorporated into and part of these Terms of Use and Rules. Please review these additional terms before using any of the following Services or Apps.

1. [Graton Rewards Program](#)
2. [Resort Wallet](#)
3. [Graton App](#)
4. [Fast Funds™](#)

### II. ACCURATE INFORMATION

You certify that the name, address, and all other personal and non-personal information that you give us while and after opening any other account associated with the Website, Services, or Apps is true, accurate, current, and complete. If you provide false, inaccurate, stale, or incomplete information, or if Graton suspects that you did so, Graton may refuse or limit access to, suspend, or terminate your account(s) or use of the Website, Services, or App without notice to you.

### III. ACCEPTABLE USE

Your use of the Website, Services, and Apps is conditioned upon your compliance with the following rules (“Acceptable Use Restrictions”):

You shall not upload to, transmit through, or display via the Website, Services, or Apps any content that:

1. is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third-party’s intellectual property or other rights;
2. contains confidential, proprietary, or trade secret information of any third-party;
3. violates the rights of others, including without limitation any privacy rights or rights of publicity;
4. impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information;
5. violates any applicable laws or regulations;
6. makes any statement, express or implied, that you are endorsed by Graton;
7. harms minors in any way, including, but not limited to, by depicting content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
8. contains any unsolicited promotions, political campaigning, advertising or solicitations;
9. or in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Website, Services, or Apps or which may expose Graton, any of its officers, directors, or employees, or other users, to any harm or liability of any type.

You shall not use the Website or any Services or Apps to engage in any of the following activities:

1. accessing, using, or uploading content to, or attempting to access, use, or upload content to another user’s account without permission;
2. or transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

Additionally, you shall not:

1. try to use any Services or Apps in a location other than one permitted by the Terms and Rules;
2. try to obtain unauthorized access to any account associated with the Website, Services, or Apps;
3. allow anyone else to use your account or password to place wagers for your account or for any other person;
4. try to open or use an account if you are under the age of 21;
5. provide false or misleading information at any time when opening or using an account;
6. place wagers for, on behalf of, or by impersonating another person using his or her account;
7. place wagers for another person using your account – you will be solely responsible for all wagers and all activity on your account;

8. try to use the Website or any App or Service in a commercial manner, rather than for personal and non-commercial recreation;
9. use the Website or any App or Service in a manner inconsistent with these Terms, Rules, or applicable law;
10. modify or interfere with the Website or any App, Service, other software, or Graton content – including location, access, and other security features – for any reason, or permit or help anyone else to do so; or
11. interfere with or alter the Website or any App, Service, other software, or Graton content.

#### **IV. OWNERSHIP**

All rights, title and interest in the Website, Services, and Apps including, but not limited to all of the software and code that comprise and operate the Website, Services, and Apps and all of the text, photographs, images, illustrations, graphics, audio, video and audio-video clips, URLs, advertising copy and other materials provided through the Website, Services, and Apps (collectively, “Content”) are owned by us or by third-parties who have licensed their Content to us. The Website, Services, and Apps are protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of the Website, Services, and Apps is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement, and enhancement of the Content of this Website.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of the Website, Services, and Apps to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify, or obscure any copyright, trademark, or other proprietary notices from the Content you download. The foregoing license is subject to these Terms of Use and does not include the right to use any data mining, robots or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Website, Services, and Apps or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Website, Services, and Apps or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Website, Services, and Apps. We reserve the right to take measures to prevent any such activity. This license is revocable at any time without notice and with or without cause. You may not permit others to copy, distribute, perform, or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on the Website, Services, and Apps except as expressly provided in these Terms of Use. Nothing in these Terms of Use shall be construed as transferring any right, title or interest in the Website, Services, and Apps or their Content to you or anyone else, except the limited license to use the Website, Services, and Apps and their Content on the terms expressly set forth herein.

We further grant you the following licenses:

**Graton App** Graton hereby grants you a personal, non-exclusive, non-transferable, non-commercial, revocable, and terminable at Graton’s sole discretion, license to use (with no right to sublicense) the Graton App (and any updates thereto, as Graton may provide in its sole discretion)

for your personal use, on one wireless device associated with your Graton Rewards Account. You may not copy, rent, lease, lend, sell, redistribute, or sublicense the Graton App. Any attempt to do so is a violation and breach of this Agreement.

**Resort Wallet** Graton hereby grants you a personal, non-exclusive, non-transferable, non-commercial, revocable, and terminable at Graton’s sole discretion, right to use (with no right to sublicense) the Resort Wallet (and any updates thereto, as Graton may provide in its sole discretion) for your personal use, in conjunction with the Graton App, on one wireless device associated with your Graton Rewards Account. You may not copy, rent, lease, lend, sell, redistribute, or sublicense the Resort Wallet. Any attempt to do so is a violation and breach of this Agreement.

**Fast Funds™ App.** Graton hereby grants you a personal, non-exclusive, non-transferable, non-commercial, revocable, and terminable at Graton’s sole discretion, license to use (with no right to sublicense) the Fast Funds™ App (and any updates thereto, as Graton may provide in its sole discretion) for your personal use, in conjunction with the Graton App and Resort Wallet, on one wireless device associated with your Graton Rewards Account and your Fast Funds™ slot wagering account. You may not copy, rent, lease, lend, sell, redistribute, or sublicense the Fast Funds™ App. Any attempt to do so is a violation and breach of this Agreement.

Notwithstanding the foregoing, and specifically with regard to trademarks, the Graton names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within the Website, Services, and Apps unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of Graton and/or its affiliates (the “Graton Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited, or otherwise indicated within the Website, Services, and Apps are the property of their respective owners. You are not authorized to display or use the Graton Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Website, Services, and Apps without the prior written permission of such owners. The use or misuse of the Graton Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

## **V. ACCOUNTS**

You must open a Graton Rewards account before using certain Services and Apps.

### **How to get a Graton Rewards Card**

1. By participating in the Graton Rewards program members agree to be bound by these rules.
2. Membership in the Graton Rewards program is free.

3. You must be twenty-one (21) to sign up for a Graton Rewards card. You must present a valid photo ID that is acceptable to Graton Resort & Casino to sign up for a Graton Rewards card.
4. Photo ID's that are acceptable for membership in the Graton Rewards program are:
  - a. State-issued Driver's License
  - b. State-issued ID Card
  - c. Government-issued passport
  - d. Military ID
  - e. Government-issued Green Card
  - f. Tribal-issued ID Card
5. You may sign up for a Graton Rewards card at the Rewards Center, Enrollment Kiosks, and while playing Table Games or Poker.
6. The benefits of the Graton Rewards program are intended solely for the use of the person listed on the account ("Member").
7. Graton Rewards Members may not allow any other person to use the Member's Graton Rewards card or access the Member's account. Graton Rewards cards are non-transferable. Any violation of this rule can result in immediate revocation of participation in the Graton Rewards program along with any associated benefits.
8. Graton Rewards Members may not allow any other person to use the PIN number associated with the Member's Graton Rewards card or access the Member's account. Graton Rewards cards and PINs are non-transferable. Any violation of this rule can result in immediate revocation of participation in the Graton Rewards program along with any associated benefits.
9. Graton Rewards cards are the sole property of Graton Resort & Casino and must be returned immediately upon request.
10. Graton Resort & Casino is not responsible for lost or stolen cards, including any resulting misuse.

#### **Graton Rewards Points**

11. Graton Rewards points are earned by Members in accordance with their gaming activity and the number of points earned will vary based on the type of device or table game played.
12. Graton Rewards points are earned at the following rates.
  - a. Slot play - \$1 played earns one Graton Reward point
  - b. Video Poker play - \$2 played earns one Graton Reward point
  - c. Table games – Graton Reward points earned vary by game type, amount bet, and time played
  - d. Poker - Poker players receive 1,000 Graton Reward points for each hour of live poker play
  - e. Graton Resort & Casino may revise the method for earning points at its discretion and at any time.

13. No points will be earned on any free slot play coupons, free table play vouchers, promotional chips or free play downloaded to slot machines.
14. Points are valid for one (1) year from the date earned. All points in an account with no activity for one (1) year will expire and be removed from the account. The time frame for point expiration may be changed at any time at Graton Resort & Casino's discretion.
15. It is the Graton Rewards Member's responsibility to ensure that the Graton Rewards card is properly inserted into the slot machine when playing slots and to ensure that the Dealer is aware of their play when playing table games or poker.
16. When a Graton Rewards Member is playing table games and/or poker, Graton Resort & Casino uses reasonable efforts to track a Member's average bet and length of play; however, as a condition of receiving points for table games play and/or poker, Members agree that such points are granted based on the personal observation of Graton Resort & Casino employees, which is subject to error. The determination of Graton Resort & Casino shall be final with respect to any discrepancies.
17. Graton Rewards points may be redeemed in the Gift Shop or any Graton Resort & Casino restaurant at a rate of 1,000 points = \$1 in value. Graton Rewards points may not be redeemed for cash.
18. All Graton Rewards point redemptions are final unless otherwise allowed at the sole discretion of management.
19. If a member purchases and subsequently returns merchandise, Graton Resort & Casino may deduct from the member's points the number of points awarded for the purchase of the subsequently returned merchandise.
20. Graton Resort & Casino reserves the right to adjust Graton Rewards point balances due to computer error, machine malfunction, operator error, fraud, or other misuse of the Graton Rewards card.
21. Graton Reward point balances are non-transferable, including upon death or divorce.
22. Members agree to allow Graton Resort & Casino the unconditional use of their name and likeness for promotions/advertising and announcements without compensation, consideration, notice, review, or further consent.
23. A member may be required to present valid government-issued photo identification bearing the same name as stated on their Graton Rewards Card to redeem rewards or receive tier benefits.
24. All decisions regarding the interpretation of program rules, eligibility, Graton Rewards point accumulation, etc. lie solely with Graton's management whose decisions are final.
25. Graton Resort & Casino reserves the right to modify or cancel this program at any time, for any reason, subject to any applicable regulatory approval.
26. Graton Resort & Casino reserves the right to deny anyone application for membership or terminate anyone's membership in the program at any time in its sole discretion without recourse.
27. If any Member fails to comply with the program in any manner, including violations of these rules, misuse of the Graton Rewards card, fraud, misrepresentation, improper conduct, violation of laws, or if the Member is excluded from gaming at Graton Resort & Casino, then Graton Resort & Casino, at its sole discretion, may terminate the Member's

membership in the program. In-lieu of termination, Graton Resort & Casino may, at its sole discretion, deduct Reward Points from a Member's account and/or demote the Member's account status, but permit the individual to remain a Graton Rewards Member. In the event of a Member's termination for any reason, the Member's Graton Rewards points shall immediately expire. Graton Resort & Casino shall have no obligation to award any compensation and there shall be no other recourse for the account termination or the expired Graton Rewards points.

28. Graton Resort & Casino may either terminate or suspend membership benefits of Members who have been issued credit and are in default in repayment of that credit, who have had a check cashed and returned for non-payment or are in any other way delinquent with respect to payments or indebtedness owed to Graton Resort & Casino. If the suspended Member becomes current on all payments owed to Graton Resort & Casino, Graton Resort & Casino may reinstate the Member's membership benefits and Graton Rewards points. The decision to reinstate membership benefits and/or Graton Rewards points is at the sole discretion of Graton Resort & Casino.
29. Individuals who are excluded from casino facilities, through a government program, their own request, at the sole discretion of Graton Resort & Casino, or through any other means, are not eligible to participate in the program.
30. All communication with Graton Resort & Casino may be monitored for quality assurance purposes.
31. Additional rules and information may be available upon request at the Graton Resort & Casino Rewards Center.
32. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

#### **Graton Tier Credits**

1. Graton tier credits are earned by members in accordance with their gaming activity and the number of points earned will vary based on the type of device or table game played.
2. Graton tier credits are earned at the following rates.
  - a. Slot play - \$1 played earns one Graton tier credit
  - b. Video Poker play - \$2 played earns one Graton tier credit
  - c. Table games - Graton tier credits earned vary by game type, amount bet, and time played
  - d. Graton Resort & Casino may revise the method for earning tier credits at its discretion and at any time.
3. No tier credits will be earned on any free slot play coupons, free table play vouchers, promotional chips or free play downloaded to slot machines.
4. Tier credits are accumulated to earn promotion and retention of card tier status in Graton Rewards program. Tier credits have no cash value and cannot be used for redemption in Graton Resort & Casino outlets.

5. Members may earn tier credits during the applicable tier credit earning year which annually begins on January 1 and ends December 31 (unless otherwise indicated by Graton Resort & Casino). On each January 1, all tier credit balances from the prior year reset to zero (0) and a new tier credit earning year begins. Tier credits accumulated during a tier credit earning year determine a Member's tier status for the following Tier Status year (unless otherwise indicated by Graton Resort & Casino). The time frame for tier credit earning and expiration may be changed at any time at Graton Resort & Casino's discretion.
6. Graton Rewards Members may also receive tier credit multipliers based on their tier credit earnings.
7. When a Graton Rewards member is playing table games, Graton Resort & Casino uses reasonable efforts to track a Member's average bet and length of play; however, as a condition of receiving points for table games play, Members agree that such tier credits are granted based on the personal observation of Graton Resort & Casino employees, which is subject to error. The determination of Graton Resort & Casino shall be final with respect to any discrepancies.
8. Graton Resort & Casino reserves the right to adjust Graton Rewards tier credit balances due to computer error, machine malfunction, operator error, fraud, or other misuse of the Graton Rewards card.
9. Graton Reward tier credit balances are non-transferable, including upon death or divorce.
10. All decisions regarding the interpretation of program rules, eligibility, Graton Rewards tier credit accumulation, etc. lie solely with Graton's management whose decisions are final.
11. Graton Resort & Casino reserves the right to modify or cancel this program at any time, for any reason, subject to any applicable regulatory approval.
12. Additional rules and information may be available upon request at the Graton Resort & Casino Rewards Center.
13. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

Each person named on any account acknowledges and agrees that he or she accepts and will be bound by not only his or her own wagers, withdrawals, and other actions on the account, but also by all wagers, withdrawals, and other actions by all other joint account holders on the account.

By opening any account associated with the Website, Services, or Apps, you are certifying to us that: (i) you understand and accept the risk that, by using our services, you may lose or win money, (ii) you are at least 21 years of age, (iii) you are legally able to enter into contracts, (iv) you are not a person barred from receiving or using Graton's Services under federal, state, local, or other laws, and (v) you are the rightful owner of the money which you at any time deposit into or withdraw from your account.



You acknowledge and agree that Graton may close, suspend, investigate, monitor, or limit your access to your account, or any other account associated with the Website, Services, or Apps, without prior notice to you. You acknowledge, understand, and agree that you do not have an expectation of privacy in activities related to the Website or any Services or Apps.

## **VI. PERSONAL IDENTIFICATION NUMBER (PIN) ASSOCIATED WITH GRATON REWARDS ACCOUNT**

For your protection, all access to the Resort Wallet is PIN protected. You are responsible for maintaining the confidentiality of your PIN. You will be solely responsible for the activities of anyone accessing the Website, Services, and Apps using a PIN assigned to you, even if the individual is not, in fact, authorized by you. If you have reason to believe that your PIN has been compromised or used without authorization, you must promptly change it by visiting the Graton Resort & Casino Rewards Center.

## **VII. THIRD-PARTY WEBSITES AND ADVERTISING**

The Website, Services, and Apps may contain links to third-party websites that are not owned or controlled by Graton. Graton has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Graton will not and cannot censor or edit the content of any third-party site. By using the Website, Services, or Apps you expressly relieve Graton from any and all liability arising from your use of any third-party website. We encourage you to be aware when you leave the Website, Service, or App and to read the terms and conditions of each other website that you visit.

Advertising may be presented to you when you use the Website or any Services or Apps. You consent to receiving such advertisements. You also acknowledge and agree that Graton is not responsible for any products or services provided by advertisers outside of Graton, its subsidiaries, and its affiliated companies.

## **VIII. AGREEMENT TO FOLLOW APPLICABLE LAWS**

You certify that you will comply with all applicable laws (e.g., local, state, Tribal, and federal laws) when using the Website or any Services, Apps, or Graton Content as permitted and in accordance with this Agreement. You will be responsible for any cost, expense, fee, liability of any kind, and attorney's fees that Graton incurs if you break the law, misuse the services or information Graton provides, or breach this Agreement. And if you break the law, misuse the services or information Graton provides, or breach this Agreement, you acknowledge and agree that you will reimburse, indemnify, and hold harmless Graton, its subsidiaries, its affiliated companies, and the employees, directors, officers, and agents of all aforementioned companies, from any money damages, costs, expenses, losses, liabilities, and attorney's fees resulting from any claim, threat, demand, suit, or investigation brought by another person, entity, or government. Without waiving any of these rights, Graton may at its sole discretion defend itself against any such claim, threat, demand, suit, or investigation without your consent. All your obligations in this paragraph survive and continue after any termination of this Agreement.

## **IX. ADDITIONAL PRIVACY TERMS**

Graton or third-parties acting on Graton's behalf may Collect, Use, and Disclose Your Location, Personal, and Non-Personal Information. To see Graton's complete Privacy Policy, please visit <https://www.gratonresortcasino.com/terms-of-use-privacy-policy/>. The Privacy Policy may be updated from time to time, so please review it regularly. By opening and maintaining an account associated with the Website, Services, or Apps, you are consenting to the collection, use, disclosure, transfer, and sharing of your location, nonpublic personal, and non-personal information by Graton, and its affiliated companies and third-party vendors (as defined below), including sharing such information with companies other than Graton, and its affiliates. If you do not accept the terms of the Graton's privacy policy or the specific privacy policy associated with a Service or App, please close your account and discontinue all use of the Website, Service, or App.

Data and other information about your location, wireless device, computer system, and application software is gathered periodically to provide software updates, product support, and other services to you related to the Website, Services, and Apps. You agree that Graton, and its affiliated companies and third-party vendors (defined below), may collect, use, and disclose this data and other information about you to improve products or to provide services or technologies to you. Although Graton takes reasonable steps to safeguard your information, you have no expectation of privacy once you have logged into your account.

You authorize Graton, its affiliated companies, third-party vendors (such as wireless carriers, technology developers, service providers, advertisers, and merchant banks for credit card and debit card transactions), and the operators of App Stores to collect, use, and disclose location information, non-personal information, and nonpublic personal information (including, for example, your name, postal and email addresses, telephone number, account number, device number, and, for processing payment-card transactions you authorize, your payment-card number and related information).

You acknowledge and agree that third-party vendors, including companies like your wireless carrier, the operators of App Stores, and Graton's vendors – none of which are among the group of companies affiliated with Graton – may also collect, store, and share information and data about you with Graton. The terms of use, rules, and privacy policies, if any, of those other companies explain and govern their collection, use, and disclosure of your location, nonpublic personal, and non-personal information and data. Those other companies' terms of use, rules, and privacy policies may differ from Graton's terms, rules, and privacy policy.

To use certain Services and Apps, you must have a wireless device that is compatible with such Services and Apps. Graton cannot promise that its Website, Services, or App will be compatible with your mobile phone or other wireless device.

The Services and Apps must be allowed to access your wireless device's GPS and other location information associated with the wireless device. You agree to enable your wireless device to allow Graton to determine your location when you use the Services and Apps. And to determine your location, you agree that Graton may access and verify your wireless device's location information at any time using GPS or other location-identification technology.

Graton Collects and Stores Location-Identification Information. By entering into this Agreement, you acknowledge and agree that the location of your wireless device is information made available to and used by Graton and its vendors, and that you have no expectation of privacy concerning your location when using the Services and Apps. Your location is verified when you log into your account using the Website or any Services or Apps and when you use the Website, Services, or Apps. This location information is used to verify your location, and it may be stored by Graton or its service providers for as long as may be required by applicable laws, rules, or regulations. Your location information will not be used for any other purpose.

## **X. AGE RESTRICTION**

All people under 21 years of age are prohibited from using the Website and any Services or Apps. We do not market or advertise to persons under the age of 21. If you are younger than 21 years of age, you are prohibited from accessing or using the Website and any Services or Apps, you are prohibited from opening any account, and you may not submit information to the Website.

Graton does not purposely store personal information from persons under 21 years of age. If you are a parent or guardian and discover that your child has submitted information for or obtained an account, you may contact us at (707) 588-7100, or at [Privacy@GratonResortCasino.com](mailto:Privacy@GratonResortCasino.com), and ask us to close the account and take any appropriate actions.

## **XI. USER COMMENTS AND FEEDBACK**

Graton will terminate a user's access to the Website, Services, and Apps if, under appropriate circumstances, they are determined to be a repeat infringer or otherwise a nuisance to the Website, Services, or Apps. Graton reserves the sole and exclusive right to decide whether a comment or any other user submission is appropriate and complies with these Terms of Use. For violations including copyright infringement, such as, but not limited to obscene, defamatory, or just plain obnoxious material, Graton may remove such comments or other user submissions and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

## **XII. DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner or an agent thereof and believe that any user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Graton with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA claims may be sent to the following address:

**Graton Resort & Casino  
630 Park Court  
Rohnert Park, CA 94928  
Attn: General Counsel  
Or please email us at [Legal@gratonresortcasino.com](mailto:Legal@gratonresortcasino.com).**

Note: You acknowledge that if you fail to comply with the requirements of this Section, your DMCA notice may not be valid.

### **XIII. DISPUTE RESOLUTION**

DISPUTE RESOLUTION; ARBITRATION; CHOICE OF LAW

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE WEBSITE, APPS, OR SERVICES, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST GRATON ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS, YOUR USE OF THE SERVICE, OR YOUR DEALINGS WITH GRATON SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), AS MODIFIED BY THIS SECTION. THE ARBITRATION WILL BE CONDUCTED USING ONE ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN

RESOLVING COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF ANY ARBITRATION ORGANIZATION OR ARBITRATOR THAT YOU AND GRATON AGREE UPON IN WRITING OR THAT IS APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT. FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, THE FOLLOWING RULES SHALL APPLY: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN SAN FRANCISCO, CALIFORNIA. THE ARBITRATOR'S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.

THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. YOU WILL NOT BE ABLE TO HAVE A COURT OR JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF THE SERVICE, OR YOUR DEALINGS WITH GRATON MUST BE COMMENCED IN ARBITRATION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.

YOU AGREE THAT ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THE ARBITRATION PROVISION—I.E. WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION—SHALL BE DETERMINED BY THE ARBITRATOR. NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE YOU

AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDING MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF COMPETENT JURISDICTION OR THE UNITED STATES DISTRICT COURT LOCATED IN SAN FRANCISCO, CALIFORNIA, AS APPROPRIATE, AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS ON LIABILITY AND DAMAGES INCLUDED IN THESE TERMS. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF YOUR USE OF THE SERVICE AND YOUR RELATIONSHIP WITH GRATON. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 (“FAA”), AND NOT BY STATE LAW. INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT WWW.ADR.ORG OR BY CALLING 800-778-7879.

IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST USE THE SERVICE OR SUBMIT THROUGH THE SERVICE A REQUEST FOR INFORMATION, YOU MUST SEND US A LETTER STATING, “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE” AT THE FOLLOWING ADDRESS:

Email: [Legal@gratonresortcasino.com](mailto:Legal@gratonresortcasino.com)

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state or Federal courts in San Francisco, California, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. These Terms will be governed by the laws of the State of California, without giving effect to any principles of conflicts of laws.

#### **XIV. DISCLAIMER OF WARRANTIES**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF THE INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE AND THE INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF OUR SITES; (D) THAT THE CONTENT OF OUR SITES IS ACCURATE, COMPLETE, CURRENT OR RELIABLE; AND (E) THAT OUR SITES WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

GRATON DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR STATEMENTS, ADVICE AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED GRATON SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE OR OPINIONS CONTAINED IN USER CONTRIBUTIONS AND SUCH STATEMENTS, ADVICE AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE AND OPINIONS OF GRATON. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

#### **XV. LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEBSITE, SERVICES, AND APPS WILL BE: THE AMOUNT OF \$1,000.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, SERVICES, OR APPS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, SERVICES, OR APPS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

IF YOU ARE ACCESSING THE SERVICE FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SERVICE; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE GRATON AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST GRATON FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF GRATON AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

#### **XVI. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Graton, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, Services, or Apps including your contributions, any use of Graton Content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website, Services, and Apps.

#### **XVII. RESPONSIBLE GAMING**

Graton encourages responsible gaming by educating its employees and by making problem-gambling information available to its customers at its physical location and on Graton’s website ([www.gratonresortcasino.com/responsible-gaming/](http://www.gratonresortcasino.com/responsible-gaming/)). If you suspect that you or someone you know may be experiencing some of the warning signs of problem gambling, please call the Problem Gamblers Help Line at 1-GAMBLER for confidential information and assistance.

#### **XVIII. NOTICE REGARDING PAYMENT CARD PROCESSING**

Deposits to your accounts must be made with cash, approved chips, bank ACH, a credit card, or a debit card. You will be liable for service and/or other transaction-related charges that you authorize. For example, you will be charged a service charge and/or other transaction-related charge for using a credit card or a debit card or ACH. The amount of such service charge and/or



other transaction-related charge for using a credit card or a debit card or ACH (1) may be based on the amount of the transaction and (2) will be disclosed and explained to you before or at the time of the transaction.

#### **XIX. NOTICE REGARDING MOBILE CARRIER FEES AND CHARGES**

Using any Services or Apps may allow you to receive content on your mobile phone or other wireless device. How content is delivered to your phone or device may cause you to incur extra data, text messaging, or other charges from your wireless carrier. MESSAGE AND DATA RATES MAY APPLY. You, not Graton, will be solely responsible for any carrier charges associated with any Services or Apps. Please contact your carrier or Graton if you have questions about how the use of any Services or Apps might impact your wireless usage fees. In addition, when you download any App to your mobile phone or other wireless device, your phone or device may send to a Graton vendor – for verification purposes only – one SMS message that includes your phone number.

Graton may send an SMS text alert to each registered device as part of the device registration process. This SMS text alert must be accepted and responded to on the device that is registering to authorize that device. Failure to accept or respond to this SMS alert will cause the registration process to fail and make your device ineligible for use with certain Services or Apps.

#### **XX. TERMINATION**

Graton may cancel, suspend, or block your use of the Website, Services, and Apps without notice if there has been a violation of these Terms of Use or our Privacy Policy. Your right to use the Website, Services, and Apps will end once your account is terminated, and any data you have stored on the Website, Services, and Apps may be unavailable later, unless Graton is required to retain it by law. You may terminate your Member Account at any time. Graton is not responsible or liable for any records or information that is made unavailable to you as the result of your termination of your Member Account. YOU AGREE THAT GRATON WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE, SERVICES, AND APPS. Any limitations on liability that favor Graton will survive the expiration or termination of these Terms of Use for any reason.

#### **XXI. OTHER TERMS**

Graton's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **XXII. CONTACT INFORMATION**

You may contact us for any reason, including to report potential violations of the Terms or Rules by others, by email at [Legal@gratonresortcasino.com](mailto:Legal@gratonresortcasino.com) or by calling (707) 588-7100.

IF YOU DO NOT AGREE WITH ALL TERMS OF THIS AGREEMENT, IMMEDIATELY CEASE USE OF THE WEBSITE, SERVICES, AND APPS AND DO NOT CLICK THE “I ACCEPT” BUTTON AND DO NOT CONTINUE TO DOWNLOAD, INSTALL, OR OTHERWISE USE ANY SERVICES OR APPS.

## **XXIII. ADDITIONAL TERMS**

### **A. Bonuses, Loyalty Programs, and Promotions**

Graton may, from time to time, offer certain promotions and competitions and these competitions and promotions may have additional, separate terms, conditions and rules that are competition or promotion-specific and any complimentary bonus credited to your Graton Rewards Account must be used in adherence with such terms and conditions. Where wagering requirements for bonus money or free credits are not specifically stipulated in promotional offers, then the applicable rules are available at the rewards center.

These Terms apply to any competition or promotion.

In the event of a conflict between these Terms and the promotion and/or competition-specific Terms, the promotion and/or competition-specific Terms (as applicable) shall prevail but only to the extent that the Terms conflict with one another.

We reserve the right to exclude players from taking part in any promotion in our sole discretion. Promotions are for limited time only and we reserve the right to terminate any promotion at any time without prior notice.

## **XXIV. RESORT WALLET TERMS**

In addition to the Terms and Rules concerning account creation detailed above, you agree to and acknowledge the following:

### **A. Limitations on Use**

By agreeing to participate in the Resort Wallet, a closed loop program, you agree to comply with and be legally bound by these terms and conditions, as well as Graton’s house rules, privacy policy, specific event wagering rules, or any other rules that may apply to your Graton Rewards account or wagering activities using the account. If you do not accept and agree to the terms and conditions, privacy policy and rules for Resort Wallet, you may not use Resort Wallet in any way. Your use of this wallet indicates your acceptance to the terms of the wallet as stated here. As used herein, the terms “Participant” and “Player” refer to you.

1. The Resort Wallet is issued by Graton Resort & Casino
2. The Resort Wallet can only be used for wagering and, if applicable, making purchases at the Graton Resort & Casino property

3. Participants can withdraw cash directly from the Resort Wallet only while at the Graton Resort & Casino property
4. Participants can load cash into the Resort Wallet only while at the Graton Resort & Casino
5. Participants may not transfer funds in the Resort Wallet to any third-party. Funds in the Resort Wallet can only be transferred to a linked account owned by the player (if applicable)
6. Participants must be at least 21 years of age

## **B. Account Creation**

To participate in Resort Wallet, Players must sign up at the Graton Resort & Casino cashier cage, where they will be provided with a copy of these Terms and will sign to indicate agreement of these Terms. You may close your Resort Wallet or Fast Funds™ slot wagering account by visiting the casino cashier cage at Graton Resort & Casino.

1. All Resort Wallet transactions, including deposits and withdrawals, must be made by the account holder only. Agents or other representatives are not permitted.
2. Wagering accounts may be used only by the person named on the Graton Rewards account.
3. Participants must be a member of the Graton Rewards program.
4. Participants must have a Graton Rewards Card.
5. Participants must have a valid, active PIN associated with the Graton Rewards Card.
6. Participants must have a valid, non-expired, ID on file with Graton. Graton will utilize a third-party vendor to validate.
7. Participants must have a valid, social security number on file with Graton, or for foreign residents, a signed W-8BEN. Graton will utilize a third-party vendor to validate.
8. Participants must have a valid street address on file with Graton.
9. Participants must have a valid mailing address on file with Graton.
10. Participants must have a valid phone number on file with Graton.
11. Participants must be 21 years of age. Graton may utilize a third-party vendor to validate.
12. Participants agree to update their personal information when there are changes (name, address etc.)
13. Graton provides Participants address information to third-party payment and Know Your Customer (KYC) service providers, and these third-party providers will use the Participants address information for purposes of sending notices by mail and for other purposes determined by the third-party service providers.

## **C. Deposits**

1. Deposits to Resort Wallet accounts must be made with cash (US currency), approved chips or tokens, bank ACH, ApplePay, Play+, a credit card, or a debit card. Cash

- deposits to Resort Wallet may be conducted at the gaming device or at the Graton Resort & Casino cashier cage.
2. Participants are agreeing that they are the owner of the payment methods used and:
    - a. have authority to use the payment source and method selected;
    - b. are not depositing funds derived from any fraudulent or unlawful source;
    - c. will not attempt to reverse, charge back, block, cancel, or in any way attempt to prevent Graton from receiving the deposit.
  3. Graton reserves all rights to deny a deposit at any time at Graton's sole and absolute discretion.
  4. Refunds may only be granted at the sole and absolute discretion of Graton.
  5. Graton is not liable for delay, denial or error in processing of a deposit.
  6. Graton reserves the right to adjust a Resort Wallet account for any Balance Errors.
  7. Participant has a 30-day period to advise or report any balance errors to Graton.

#### **D. Account Funds**

Graton, or a third-party service provider acting on Graton's behalf, shall set up and maintain customer bank accounts for Resort Wallet accounts to manage inflow and outflow of funds from Participants ("Custodial Accounts"). Graton will manage the Custodial Accounts in accordance with (i) our rules and regulations, and (ii) our minimum internal control standards. Participants shall retain ownership of their funds held in the Custodial Accounts. Participants acknowledge that balances in Resort Wallet accounts are in U.S. Dollars and are subject to FDIC insurance coverage, per player account, for limits up to \$250,000.00.

Funds in Custodial Accounts may be pooled but will be segregated from Graton's other operating accounts and will be used solely for the purpose of payment and withdrawal processing activities of Participants' Resort Wallet accounts. The funds within the Custodial Accounts may only be used consistent with these terms and only as directed by Graton. No interest will be paid to Participants on funds deposited into Custodial Accounts.

In the event of insolvency of the bank where any Custodial Account is opened, Graton is not liable to the Participant for the funds within the Custodial Accounts. Participant acknowledges and agrees that it retains the risk of loss of any funds in the Custodial Accounts, and, as between Graton and Participants, Participant bears full responsibility for any funds held in a Custodial Account.

If Participant elects to enroll and use Fast Funds™, amounts owed to Graton from Participants use of Fast Funds™ will be settled before or at the same time as any amounts are transferred from a gaming device to Participant's Resort Wallet. Once credit extended through Fast Funds™ is repaid, any remaining balance of funds from the gaming device will be credited to the Participants Resort Wallet account.

#### **E. Account Monitoring**

Participants acknowledge by participating in Graton's Resort Wallet program, they agree and consent to monitoring of wagering and payment transfer activities.

1. Participants agree to offset Wallet funds with any amounts owed for chargebacks, disputes, or credit lines with Graton.
2. Each deposit and withdrawal method may be subject to minimum and maximum deposit requirements and or hold periods before the deposit or withdrawal is posted to a Resort Wallet Account.
3. If Graton detects or reasonably suspects any fraudulent or unlawful activity, Graton may, in its sole and absolute discretion, suspend or close any account, void, and withhold any or all winnings, and/or recover winnings or debts from such activities using any lawfully available methods.
4. Inactive accounts are subject to escheatment reporting as required by and in compliance with applicable law. Graton shall maintain or may engage a third-party vendor to provide, adequate reporting systems to identify Inactive Accounts that would meet escheatment criteria under any applicable unclaimed property laws and will facilitate the reporting and remittance of funds as required by applicable law. Costs, fines, or other sums determined to be owed where such liability is caused by Participant's failure to provide timely and accurate information as requested by Graton in accordance with this Section shall be Participant's responsibility, and Participant shall indemnify Graton for any penalty, liability, or expense (including attorneys' fees and expenses) arising from such applicable unclaimed property laws.

#### **F. Graton's Rights and Obligations**

We reserve the right to void any winnings that were obtained because of hardware/software error or malfunction. Players found abusing such errors/malfunctions are subject to having their account closed and any deposits and/or winnings forfeited. We reserve the right of suspension, limiting functionality or closing of account if identity information is false, inaccurate, incomplete or if we have suspicion that identity information is false, inaccurate, or incomplete. We reserve the right to suspend, modify or remove or add to the Resort Wallet any software or additional funding mechanisms at our sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered by you resulting from any changes made or for any modification or suspension of or discontinuance of the App or Services and you shall have no claims against us in such regard. We expressly reserve the right of offset. This means that Graton may offset withdrawals from Participant's Resort Wallet account against debts or payments of any kind that such Participant owes to Graton, including debts owed on Participant's Fast Funds™ account. After the debt owed to Graton is fully paid, any remaining balance of Participant's Resort Wallet account will be credited to the Resort Wallet account.

#### **G. Disclaimers**

We are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. We are not liable for any acts or omissions made by your internet service provider or any third-party with whom you have contracted to gain access to the server that

hosts the App, Services, and/or Website. Software and Services are provided ‘as is’ and we make no warranties or representations, 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 Website/App/Services or infringement of applicable laws and regulations. We expressly disclaim any obligations or promises with regards to the quality and performance of the Website/App/Services.

We shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by you to participate in any games or activities in the App, Services, and/or Website by methods, means or ways not intended by us. You are solely responsible for any telecommunications devices and services utilized by you to access and interact with the App, Services, or Website.

We are not responsible; nor do we control third-parties, and we are not liable for actions taken by such third-parties. Check directly with third-party providers to determine the applicable policies and rules that apply to the good or services provided.

We do not provide advice to players regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors and/or authorities in the jurisdiction in which they are domiciled and/or resident.

## **XXV. FAST FUNDS™ CREDIT & APP TERMS**

### **A. Limitations on Use**

Fast Funds™ - Fast Funds™ is a program designed specifically for slot wagering and may be used only at Graton Resort & Casino. Fast Funds™ requires use of an application (“App”). Graton does not charge for use of the Fast Funds™ App, however, MESSAGE AND DATA RATES FROM YOUR WIRELESS CARRIER MAY APPLY. Once you download the Graton Rewards App for your wireless device from one of the participating App Stores, and you link your Graton Rewards Player Card in the Graton Rewards App, you will be able to then access the Fast Funds™ App inside of the Graton Rewards App. Once we verify the information in your Fast Funds™ slot wagering account, you will be able to utilize Resort Wallet to transfer funds to and from your Fast Funds™ App to a Fast Funds™ enabled slot machine.

By agreeing to participate in Fast Funds™, you agree to comply with and be legally bound by these terms and conditions, as well as Graton’s house rules, Resort Wallet terms & conditions, privacy policy, specific event wagering rules, or any other rules that may apply to your Graton Rewards account or wagering activities using Fast Funds™. If you do not accept and agree to the terms and conditions, privacy policy and rules for Fast Funds™, you may not use Fast Funds™ in any way. Your use of credit via Fast Funds™ indicates your acceptance to the terms of Fast Funds™ program and App as stated here.

1. Fast Funds™ credit is issued by Graton Resort & Casino via third-party service providers (see below for more information)
2. Fast Funds™ can only be used for wagering on electronic gaming machines
3. Participants may not transfer Fast Funds™ credit to any third-party

4. Participants must be at least 21 years of age or older
5. Participant cannot be a member of Graton Economic Development Authority (“GEDA”) Board, Business Board, a salaried manager of Graton, a member of the Tribal Council, any other owner of the Gaming Operation, or a designated employee who holds the title of manager.
6. Participants must download the Graton Rewards App and connect their Graton Rewards Card to the App.
7. Participant must apply and enroll in Fast Funds™ Credit Program inside the Graton Rewards App.
8. Participant agrees to a soft credit pull through Experian, or other credit reporting agency, as part of the application and enrollment into Fast Funds™.
9. Once a Participant is approved for a line of credit, they must visit Graton’s cashier’s cage to sign acceptance for line of credit, general terms, and conditions. At that time Graton’s cashier cage will verify that we have a copy of a valid, non-expired ID and a valid social security number or signed W-9 on file.

#### **B. Slot Wagering Account**

In addition to the Terms and Rules concerning Resort Wallet account creation, detailed above, you agree to and acknowledge the following:

Fast Funds™ is Graton Resort & Casino credit program for cashless gaming; that is, funding slot machine play in an electronic/mobile wallet application. Graton Resort & Casino has contracted with Marker Trax™, as an application solution provider, and Dwolla™, as a third-party Marker Trax™ Partner for payment processing, to provide credit services for the casino in conjunction with cashless gaming and the utilization of an electronic/mobile wallet application. Patrons may apply for and receive credit via the Graton Rewards App by utilizing the Graton Resort & Casino Fast Funds™ program. Patrons will be notified of their status and all status changes on their account, via the Marker Trax™ Application within the Fast Funds™ section of the Graton Rewards App, to the email and phone number on the account. No Fast Funds™ account will be extended to any patron who has signed a Self-Exclusion Form or has Self-Restricted Access to credit for the time period of the exclusion or restriction, or any patron with any involuntary exclusions. By participating in Graton’s Fast Funds™ credit program, Participants agree must agree to an arbitration agreement between the patron and Marker Trax™, as well as consent to a credit pull and consent to electronic communications.

If a guest would like to increase their credit limit, the guest must have a zero balance on their current line of credit and send a formal request for a credit line increase to Graton. Guests can formally request increases to their Fast Funds™ credit line by completing the request form at Graton’s casino cashier’s cage, where the cashier will validate ID.

In the event a Player is declined entrance to the program, they will receive a Notice of Adverse Action, in accordance with applicable law, providing details and explaining why they may have been declined.

Payments made on Fast Funds™ credit lines are recorded in the Marker Trax™ Application and can be made in one of the following ways:

1. As a result of normal play, when utilizing the Resort Wallet on a gaming device
2. Payments made at the cage
3. Through ACH/debit autopayment
4. Check mailed to Graton

Game Week is defined as Monday - Sunday. At the conclusion of each Game Week, every Monday, the Marker Trax™ Application will send participating patrons a Player Statement for the preceding Game Week. Payment for outstanding balances on that statement are due in full in the following twenty-one (21) consecutive days, starting from the date of issue of the Player Statement. If the outstanding balance for the preceding Gaming Week is not paid in full within the applicable twenty-one (21) day period, an auto-payment will be processed on the player's connected bank account for the amount owed. There is a five (5) day grace period allowed for late payments.

If payment in full has not been received within the five (5) day grace period after the payment due date, the account status will be suspended. If the account has not been paid in full within fourteen (14) days of suspension, the account status will be in default. If the account has not been paid in full within thirty (30) days from the date of default, the account status will be in collections. Accounts with a status of collections will be sent to ICS Collections Services, a third-party Marker Trax™ Partner, for collections.

### **C. Graton's Rights and Obligations**

We reserve the right to void any transactions (including winnings) that resulted from hardware/software error or malfunction. Players found abusing such errors/malfunctions are subject to having their account closed and any transactions (including deposits and/or winnings) forfeited. We reserve the right to suspend, modify or remove or add to the Resort Wallet any software or additional funding mechanisms at our sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered by you resulting from any changes made or for any modification or suspension of or discontinuance of the App or Services and you shall have no claims against us in such regard.

### **D. Disclaimers**

We are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. We are not liable for any acts or omissions made by your internet service provider or any third-party with whom you have contracted to gain access to the server that hosts the App, Services, and/or Website. Software and Services are provided 'as is' and we make no warranties or representations, 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 Website/App/Services or infringement of applicable laws and regulations. We expressly disclaim any obligations or promises with regards to the quality and performance of the Website/App/Services.



We shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by you to participate in any games or activities in the App, Services, and/or Website by methods, means or ways not intended by us. You are solely responsible for any telecommunications devices and services utilized by you to access and interact with the App, Services, or Website. Check directly with third-party providers to determine the applicable policies and rules that apply to the good or services provided.

We do not provide advice to players regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors and/or authorities in the jurisdiction in which they are domiciled and/or resident.

## **XXVI. ADDITIONAL TERMS FOR ALL APPS**

### **A. App Stores**

You acknowledge and agree that the availability of the Apps is dependent on the third-party websites from which you download the Apps, e.g., the Google® Play Store from Google® or the App Store from Apple® (each an “App Store”). You acknowledge that these Terms are between you and Graton and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Apps. You agree to comply with such App Store terms and conditions, and your license to use the Apps is conditioned upon your compliance with such App Store terms and conditions. To the extent that such other terms and conditions from such App Store are less restrictive than or otherwise conflict with the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

### **B. Apple® and Google® Terms**

#### **1. Acknowledgement**

Graton and you acknowledge that these Terms apply between Graton and you only, and not with Apple® or Google®, and Graton is solely responsible for any and all casino gaming and the content thereof, not Apple® or Google®. To the extent these Terms are in conflict with the App Store Terms of Service, the Apple® or Google® terms apply.

#### **2. Scope of License**

The license granted to you for the Apps is limited to a non-transferable license to use the Apps on the operating system or platform of the products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

#### **3. Maintenance and Support**

Graton is solely responsible for providing any maintenance and support services with respect to the Apps, as specified in these Terms (if any), or as required under applicable law. Graton and you acknowledge that neither Apple® nor Google® has any obligation whatsoever to furnish any maintenance and support services with respect to the Apps.

#### **4. Warranty**

Graton is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Apps to conform to any applicable warranty, you may notify Apple® or Google®, and Apple® or Google® will refund the purchase price for the Apps to you; and to the maximum extent permitted by applicable law, Apple® and Google® will have no other warranty obligation whatsoever with respect to the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Graton’s sole responsibility.

## **5. Product Claims**

Graton and you acknowledge that Graton, not Apple® or Google®, is responsible for addressing any claims of you or any third-party relating to the Apps or your possession and/or use of the Apps, including, but not limited to: (i) product liability claims; (ii) any claim that the Apps fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. These Terms do not limit Graton’s liability to you beyond what is permitted by applicable law.

## **6. Intellectual Property Rights**

Graton and you acknowledge that, in the event of any third-party claim that the Apps or your possession and use of the Apps infringes that third-party’s intellectual property rights, Graton, not Apple® or Google®, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **7. Legal Compliance**

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **8. Developer Name and Address**

Graton’s contact information for any end-user questions, complaints or claims with respect to the Apps is set forth above.

## **9. Third-Party Terms of Terms**

You must comply with applicable third-party terms of agreement when using the Apps.

## **10. Third-Party Beneficiary**

Graton and you acknowledge and agree that Apple® or Google®, and their respective subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple® or Google® will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.