TERMS OF USE

Effective Date: October 25, 2026

These Terms of Use (these "**Terms**") are a legally binding agreement between (a) you, the end user ("you," "your"); and (b) SportsX, LLC ("**STX**," "we," "us," "our"). These Terms govern your access of the software, games, services, websites, and applications (collectively, the "**Services**") offered by STX through our website located at https://STXapp.io and our mobile applications (collectively, the "**Site**"). Your use of the Services in Ontario is subject to all applicable federal laws and regulations of Canada, the applicable laws and regulations of the Province of Ontario, and these Terms. STX operates the Services in Ontario on behalf of iGaming Ontario ("**iGO**") and is subject to its registration as an internet gaming operator with the Alcohol and Gaming Commission of Ontario ("**AGCO**").

Please read these Terms carefully.

ACCEPTANCE OF THESE TERMS. YOU MUST BE AT LEAST 19 YEARS OF AGE TO USE THE SITE AND THE SERVICES. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE OR THE SERVICES. By accessing or using the Site and the Services, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms, including our Privacy Policy and House Rules, which are incorporated into these Terms by reference.

CHANGES TO THESE TERMS. As we improve the Services or the Site, we may need to update these Terms to provide for changes in the Services, fees associated with the Services, to comply with law or regulations, or to comply with guidance or recommendation from a regulatory body. We may change any aspect of these Terms upon prior written notice to you by electronic mail to the address that you provide when you register your account. The revised version of the Terms will be effective immediately upon posting. If you do not accept the change(s), your remedy will be to cease further use of the Services and/or terminating your account by providing us with notice of cancellation at contactus@stxapp.ca within 30 days of receiving our notice of change (unless we specify a different notice period or different remedy).

COMPLIANCE WITH LAW. Please note that the Services are not for use by persons under 19 years of age. You are not permitted to wager or participate in the Services if you are (1) under the age of 19 years, (2) physically located outside of the province of Ontario, and/or (3) an individual not permitted to open an account with STX or use the Services ("**Excluded Individuals"**). If it comes to STX's attention through what it considers to be reliable means that a registered user is a person under 19 years of age, physically located outside the province of Ontario, or is otherwise not permitted to use the Services, STX will, among other recourses available to it, cancel that User's account and STX shall not be liable for any loss, damages or harm which you may suffer or incur as a result of any such cancellation or other recourse. You understand and accept that

STX is unable to provide, and is not providing, you with any legal advice or assurances and that it is your sole responsibility to ensure that at all times you comply with the laws that govern you and that you have the complete legal right to use the Services. Any use of the Services is at your sole option, discretion and risk. By using the Services, you acknowledge that you do not find the Services to be objectionable, unfair or inappropriate in any way.

EXCLUDED INDIVIDUALS. As stated in the previous section, an Excluded Individual is not permitted to open an account with STX or use the Services. Excluded Individuals include:

- Individuals under 19 years of age;
- Every individual physically located outside the province of Ontario;
- Self-excluded individuals (see "Self-Exclusion");
- Members or employees of the AGCO;
- Individuals who are known by STX to be excluded from accessing a gaming site or playing lottery schemes by court order or any applicable law or regulation or any rule or policy enacted thereto, including the Registrar's Standards for iGaming (the "**AGCO Standards**");
- Individuals who STX has reason to believe are prohibited from accessing a gaming site or playing lottery schemes under the AGCO Standards or any applicable law or regulation or any rule or policy enacted thereto.

CONFIRMING LOCATION. To confirm your location, we may use third-party methods to track the location of your desktop, laptop, or mobile device. If we are unable to confirm your location for any reason to our satisfaction, you will not be allowed to open an account or use the Services. By opening an account, you consent to the monitoring and recording by us (and our service providers), the AGCO and iGO of any wagering information and geographic location information. We will handle all location information collected in accordance with our Privacy Policy.

NO STX EMPLOYEES. In addition to Excluded Individuals, if you are an officer, director, employee, consultant or agent of STX or one of its group companies, or suppliers or vendors (each an "**Unauthorized Person**"), you are not permitted to register with STX or to participate directly or indirectly in any of the Services unless your participation is part of your job responsibilities. Similarly, relatives of Unauthorized Persons are not permitted to register with STX or to participate directly or indirectly in any of the Services. For these purposes, the term "**relative**" shall include, but is not be limited to, spouse, partner, parent, child, or sibling.

NO COLLUSION, CHEATING, OR FRAUD. You are prohibited from engaging in and must immediately notify STX upon becoming aware that another individual is or may be engaging in, any form of collusion, cheating, fraud, criminal activity, or otherwise exploiting an unfair advantage involving any of the Services. Certain individuals are specifically prohibited from betting on events or sporting competitions in which the potential for collusion exists ("**Prohibited Bettors**"). Prohibited Bettors include but are not limited to:

- Individuals with access to non-public or exclusive information related to an event or sporting competition, or who can impact the outcome of an event or bet type, are prohibited

from betting on any event overseen by the relevant sport or event governing body related thereto;

- Athletes, coaches, managers, owners, referees, and anyone with sufficient authority or access to influence the outcome of an event are prohibited from betting on events overseen by the relevant sport or event governing body related thereto;
- Owners (any person who is a direct or indirect legal or beneficial owner of 10% or greater) of a sport governing body or member team are prohibited from betting on any event overseen by the sport governing body or any event in which a member team of that sport or event governing body participates; and
- Individuals who are involved in compiling betting odds are prohibited from betting on the competition in which they are involved.

If requested by you, information about our policies and procedures to deter, prevent and detect unfair behavior, cheating, and collusion, including the suspension or disabling of accounts and any recovery of funds will be provided.

LICENSE TO USE THE SITE AND THE SERVICES. Provided you comply with these Terms and our Privacy Policy, we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site and use the Services, but retain all proprietary rights to the Services. All rights not specifically granted under these Terms are reserved by STX and, as applicable, STX's licensors. The Services are licensed for your personal use only. Your license confers no title or ownership in the Services and should not be construed as a sale of any rights in the Services. In order to grant you this license, you may need to submit certain personal information to us, which may include payment information. To learn how we collect, store, use and share your information, please read our Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. We reserve the right to refuse, restrict, or discontinue the Services or your (or any other person or entity) access to the Site (or any portions, components, or features of the Site) for any reason or for no reason whatsoever, at any time, without notice or liability.

OWNERSHIP OF THE SITE AND THE SERVICES. All right, title and interest, including without limitation any and all intellectual property rights, in, to and associated with the Site and the Services are owned by STX or, as applicable, STX's licensors, and may be protected by applicable copyright, trademark, patent, trade secret or other intellectual property and gaming laws and treaties. All rights not expressly granted under these Terms are reserved by STX. The foregoing includes the API, all gaming data generated by or made available through the Services, and any derivative works of any of them.

YOUR OBLIGATIONS AND RESPONSIBILITIES. With respect to your access and/or use of the Site and the Services, you must always comply with these Terms, and at all times act in accordance with all applicable laws and regulations and in good faith. It is strictly prohibited to use or contact the Site and the Services to harass or disparage STX, its personnel or the Services. No unsolicited electronic messages (spam) may be directed to or through the Site or the Services. You may not use the Site or the Services in order to transmit, distribute, display, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe, violate

or misappropriate the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. If you default negligently or willfully in any of the obligations set forth in these Terms (including our Privacy Policy), you shall be liable for any and all of the losses and damages that such default may cause to STX, our affiliates, partners or licensors.

REGISTRATION. To use the Services, you must first open an account with STX, which will require that you provide certain personal information to us, such as your full name, alias/preferred name, country of residence, e-mail address, mailing address, telephone number(s), identification information, date of birth, descriptive occupation, billing information, credit card or bank account information.

You must notify STX if you are a politically exposed person in Canada ("domestic PEP"), a politically exposed person outside of Canada ("foreign PEP"), a head of an international organization ("HIO", collectively ("PEP/HIO"), or a family member or close associate of a PEP or HIO ("Related Person"). You will be required to complete a player attestation to confirm if you are a PEP/HIO or Related Person. If at any time your status changes while using the Services, you are to inform STX.

A domestic PEP is an individual who currently holds or has held within the last five years, an office or position in or on behalf of the Canadian federal, provincial, territorial, or municipal government. A foreign PEP is an individual who currently or has held an office or position in or on behalf of a foreign state. Examples, while not exhaustive, include the following: Head of state or head of government; Member of the executive council of government or member of a legislature; Deputy minister or equivalent rank; Ambassador or attaché or counsellor of an ambassador; Military officer with a rank of general or above; President of a state-owned company or a state-owned bank; Head of a government agency; Judge of a supreme or constitutional court; or Lead or president of a political party represented in a legislature. A HIO would be an individual who holds or has held within the last five years either an international organization established by the governments of states, or an institution established by an international organization where they are or were the head of the organization. Family members include mother(s) or father(s), biological or adoptive child(ren), spouse or common-law partner, or mother or father of spouse or common-law partner and sibling. Close associate is an individual who is closely associated to a PEP/HIO personally or professionally.

If you attest to being a PEP, HIO, or Related Person, you will be required to provide additional information, such as source of funds and wealth, the office or position, organization/institution name, and the nature of the relationship. This information is collected on behalf of iGO and may be shared with other operators as part of enterprise level player monitoring.

In addition to the above, STX will need to verify your identity in order to complete the account registration. For identification verification purposes only, we or our third-party verification provider may verify your identity with your telecommunications provider, and/or a credit bureau and access your credit file. This will not affect your credit score. For compliance purposes, other personal

information may be collected from you which, when requested, is a mandatory condition to use the Services.

SECURITY. You are responsible for protecting the confidentiality and security of your account information, including email address, account name and password, API keys and any other access credentials, and you acknowledge and agree that you should not share such information with anyone. You are prohibited from allowing others to access your account and are solely responsible for all activity that occurs in your account. Every person who identifies themselves by entering a correct username and password is assumed by us to be the rightful holder of the account and all transactions will be regarded as valid. We will not be liable for any loss you suffer whatsoever as a result of any unauthorized use of your login details or any use of your login details by anyone other than you. If you believe your account is being misused by a third party, please contact us so we may suspend your account to prevent further abuse.

If you have forgotten your password, you can click the “Forgot Password” link on the login page. You will be prompted to provide your email address. A link will be emailed which will direct you to a change password page. Once you have successfully changed your password, you can proceed to login.

PERSONAL USE OF THE SERVICES. You agree to keep your account information secret and confidential and to not allow anyone else to use or have access to it. You agree to only use the Services on your own behalf and not on behalf of anyone else, whether as an agent or otherwise. Any participation in the Services is at your sole choice, discretion, and risk. You are only allowed to wager for your own personal entertainment. Trading your own account, with your own funds, for your own account is personal use and is permitted. “Commercial use,” which is strictly forbidden, means use for or on behalf of a business or any other person, including reselling access to the Services, operating the Services for others, or providing any commercial market-making or liquidity-provision service. Use of the API is further subject to the section titled API ACCESS.

MULTIPLE ACCOUNTS. You may open only one account. Should we identify that you have more than one account we reserve the right to, at our discretion, suspend or terminate all of your accounts, withhold or revoke winnings, or treat any such accounts as one joint account.

ROBOTS, ARTIFICIAL INTELLIGENCE AND OTHER SYSTEMS. Accessing, scraping, or copying any portion of the Site or the Services, or harvesting data from it, through the use of bots, spiders, web crawlers, indexing agents, or other automated devices is strictly prohibited. It is also strictly forbidden to use any software or system that plays automatically, that places, manages, or cancels orders without your direction, or that allows your account to be played by another device, system, or person on your behalf. Robots or any software designed to play automatically on the Site is not allowed. At any time while you are playing with STX, the Software may scan your phone for any activity of such software and systems. You are also forbidden from using any software during the game that is designed to track and display the actions of any other players in the application or any system or service to transfer funds to or from a player’s account to their account at any other site, or the deliberate “dumping” of funds between any accounts. Use of a prohibited method may result in the suspension or closing of your account and, where permitted

by applicable law and the House Rules, the forfeiture of related winnings or funds. STX reserves the right to publicize information of any such documented abuse including your personal information to the extent required or permitted by law. The foregoing does not restrict your access to your own account through an application programming interface that STX expressly makes available to you in accordance with the section titled API ACCESS.

API ACCESS. If STX makes an application programming interface available to you, your access to and use of it is governed by this section. The API is provided solely in connection with STX's registered internet gaming operations in Ontario, and the API and all data made available through it form part of the gaming Services offered under STX's registration with the AGCO and on behalf of iGO

Availability and Eligibility. STX may make application programming interfaces, related documentation, credentials and data (collectively, the "API") available to account holders who meet the eligibility criteria established by STX from time to time. The API is not available to any account that is suspended, restricted or closed or, where applicable, self-excluded or on a break.

Own Account Only. Use of the API is limited to placing your own wagers and Orders on the Services, for your own account and with your own funds, for your own personal entertainment. You may not use the API to place wagers or Orders, or create an account, for or on behalf of any other person, or sublicense the API for use by a third party.

Credentials. You must secure your API keys, credentials and application to prevent third parties from accessing them. You are responsible for all use that occurs under your account and API credentials, whether or not authorized by you, except to the extent any loss results from STX's own failure to maintain the security of the Services. You must notify STX immediately if you know or have reason to believe your API credentials have been disclosed to any person not authorized by STX and by you. STX may revoke or reissue API credentials at any time.

Wagers and Orders. You are responsible for all wagers and Orders submitted through the API for your account and accepted by STX, which are subject to these Terms and the House Rules. You must monitor any application you use with the API and maintain adequate controls to prevent erroneous, duplicative or excessive wagers, orders or messages, or other activity detrimental or disruptive to the Services. To protect the integrity and fairness of the Services and fair access for all players, STX may impose and update rate limits and other limits on API usage, including without prior notice where necessary, and you will not attempt to circumvent them. You are solely responsible for any application or system you use to access the Services through the API and must use the API responsibly and in accordance with the API documentation.

Prohibited Conduct. You may not use the API to: (i) violate these Terms or the House Rules; (ii) interfere with or disrupt the API or STX systems; (iii) monitor the availability, performance or functionality of the API, or for benchmarking or competitive purposes; (iv) access or attempt to access data belonging to any other player; (v) induce any person to provide their STX login credentials or API keys to you or to any other website or application; or (vi) transmit data to STX other than through a secure, encrypted channel designated by STX.

Data. Gaming data obtained through the API, including odds, pricing and wagering data, is the property of STX. You may use it only for your own personal, non-commercial use in connection with your own play on the Services, and may not distribute, sell, retransmit or create derivative works from it. This does not limit your rights in data you submitted to STX, or your rights under the Personal Information Protection and Electronic Documents Act and other applicable privacy law and our Privacy Policy.

Monitoring and Audit. STX may inspect and audit any records or activity related to your access to or use of the API. You must respond promptly to requests for information about your use of the API and cooperate fully, in accordance with these Terms. STX handles personal information collected through the API in accordance with our Privacy Policy and applicable law.

Changes, Suspension and Termination. STX may make operational and technical updates to the API without prior notice and will make a best effort to provide advance notice of major changes. Any change to these Terms relating to the API will be made in accordance with the section titled CHANGES TO THESE TERMS. STX may suspend, restrict or terminate your API access in accordance with these Terms, including the section titled SUSPENSIONS AND TERMINATION OF ACCOUNT. Termination of API access does not affect your obligations with respect to open wagers and positions. To the fullest extent permitted by applicable law, STX shall not be liable to you or any third party for any loss, cost or damage arising from any change to the API or any suspension, restriction or termination of your API access.

API Documentation. Your use of the API is also subject to the API documentation published by STX. In the event of a conflict between these Terms, the API documentation and the House Rules, these Terms control. Nothing in the API documentation, the House Rules or these Terms limits any right you have under the Registrar's Standards for iGaming or other applicable law.

COMMUNITY FEATURES. STX may offer optional community features, such as leaderboards and public profiles. Participation is optional, and you can turn it on or off at any time in your account settings. If you participate, information you choose to share, such as your display name ("handle"), avatar and rankings or statistics based on your activity on the Services, may be visible to other players and to people who do not have an account. Your handle and any content you provide must comply with these Terms and must not impersonate anyone, include personal information, or be abusive or offensive. STX may reject, change or remove any handle or content, and may limit or end your participation, including while your account is self-excluded, on a break, suspended or closed. Rankings and statistics are provided for information only. They are not advice, a recommendation or an endorsement, and they are not a promotion or an offer of any prize. STX may change or discontinue these features at any time.

CHANGES IN FUNCTIONALITY. By accepting these Terms, you agree that STX is permitted to limit, deny, update, or cancel some or all of the functionality of the Services at any time. You agree to bear the risks of and hold STX harmless for any and all effects that a change in functionality may have on your ability to use the Services. STX may require, as a condition to your continued access to the Services, your acceptance of software updates, improvements, corrections, adaptations, conversions, or any other changes to the Services.

TRADEMARK. All STX brands are trademarks of STX and may not be copied, imitated, or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks, or trade dress of STX or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Other trademarks, product names and company names and logos displayed on the Site and in the Services are the property of their respective owners.

COPYRIGHT AGENT. STX has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with relevant copyright laws. If you believe a copyright is being infringed by a user of the Site or by STX, please provide written notice to STX's designated agent for notice of claims of copyright infringement by sending an email to contactus@stxapp.ca.

Your written notice must:

- contain your physical or electronic signature;
- identify the allegedly infringing material in a sufficiently precise manner to allow us to locate the material;
- contain adequate information by which we can contact you (including mailing address, telephone number and e-mail address);
- contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; and
- contain a statement that the information in the written notice is accurate.

Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated agent.

YOUR AGREEMENT REGARDING STX'S INTELLECTUAL PROPERTY. The Services contain copyrighted materials, trade secrets and other proprietary material. You acknowledge that the source code remains a confidential trade secret of STX. You acknowledge and agree that you shall not reverse engineer, decompile, modify, publicly display, prepare derivative works based on, disassemble, or otherwise reproduce or provide others with the Services or any portion or component of the Services. You may not sell, assign, sublicense, rent, lease, lend, or directly or indirectly transfer the Services to any third party. Any assignment in violation of these Terms is void. You also agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained on the Site or in the Services.

DEPOSITS. In order to play and game as part of the Services, you are required to deposit funds into your account by the methods provided to you by STX. Minimum and maximum limits are displayed in the Deposits section. Funds will not bear any interest and will be held in a separate custodial bank account. Funds held in this account will not be used for other purposes other than payment of funds to players, other than funds that are deemed to be STX revenue which are transferred to a separate STX revenue bank account. All fees levied by payment processors are your responsibility. Using a credit card to fund your account may be treated as a cash advance

by the bank that issues your credit card. All interest and/or fees associated with a cash advance are your responsibility.

You may only use the Services if you have sufficient funds to place a wager. STX will not extend or grant any credit or lend any money to you or refer you to any credit providers in order to use the Services. If your account has a negative fund balance, your account will be suspended and no transactions will be permitted until the negative funds balance is corrected. STX will not accept a wager that would result in a negative funds balance.

Funds cannot be transferred between player accounts. All funds deposited into your account is for the purpose of you using the Services, and if we reasonably believe that you are depositing funds without any intention of using the Services, we reserve the right to suspend or close your account, and we may report you to relevant authorities.

ANTI-MONEY LAUNDERING. We strictly adhere to anti-money laundering rules and regulations, which require that we report certain transactions to authorities. We will report any suspicious behavior to the relevant law enforcement and regulatory authorities.

TYPES OF WAGERS. While STX may change its offerings from time to time, the main form of wagers available to you are Market Orders and Limit Orders. An Order to buy or sell a specified quantity of a wager at the best available price of existing Orders on the Order Book is referred to as a Market Order ("**Market Order**"). An Order to buy or sell a specified quantity of a wager at a specified price or at a price more advantageous to the bettor. A Buy Limit Order will not execute at any price higher than the specified limit price, and a Sell Limit Order will not execute at any price lower than the specified limit price (collectively "**Limit Orders**").

DISBURSEMENTS. You will be able to monitor your account balance which is the amount of funds you have available, plus or minus any accumulated winnings or losses from playing any of the games offered through the Services, less any amounts previously cashed out by you, fees earned by STX or amounts forfeited or reclaimed by STX. All amounts cashed out are subject to the transaction limits and processing fees of STX and fees may change from time to time at STX's sole discretion or by you in the case of user defined limits. A disbursement will only be remitted by STX, to the same account from which the funds paid into the player's account originated. In the case where the funds cannot be remitted back to the original payment option, the player has to make a small deposit using another payment method, the relevant checks will be carried out and once verified the withdrawal will be processed. Players withdrawing cumulative amounts in excess of a certain amount will be subjected to identity verification.

CHANGES IN ODDS/PAYOUTS OR PRICING. Where allowed by the regulatory body, STX will allow you to auto-accept changes in odds/payouts or price of the wager. IF YOU AGREE TO USE OR CONTINUE USING THE STX PLATFORM, YOU ACKNOWLEDGE AND AGREE TO AUTO-ACCEPT CHANGES IN ODDS/PAYOUTS ("**Automatic Changes**"), SUBJECT TO LIMITED EXCEPTIONS, AS IT IS ESSENTIAL TO THE FUNCTIONALITY AND FAIRNESS OF OUR MARKETPLACE.

LIMITED EXCEPTIONS AND FAILURE TO OPT-OUT. You may choose to opt out from acceptance of Automatic Changes, so long as you opt out before an Order is executed. Moreover, should you choose to opt out, you will no longer be eligible to execute any Market Order or Limit Order trades until such time as you opt in.

CASINO GAMES. STX offers online casino games, including slot games, through the Site. Casino games are supplied by third-party gaming suppliers registered with the AGCO. The sections titled Types of Wagers, Changes in Odds/Payouts or Pricing, and Limited Exceptions and Failure to Opt-Out apply only to the sports wagering exchange.

Game Rules and Fair Play. Each casino game has its own rules, which can be found within the game and form part of these Terms. If these Terms and a game's rules conflict on how the game is played, the game rules apply. Casino game outcomes are determined by a certified random number generator.

Malfunctions and Interruptions. A malfunction voids all pays and plays. If a game cannot be completed, STX may either honor winnings earned before the interruption, or void the affected wagers and return your balance to what it was before the game.

Availability and Promotions. STX may add, change, or remove casino games at any time. Any casino promotion is subject to its own terms, which will be made available with the promotion.

SECURITY CHECKS, REVIEWS AND RELEASES. STX reserves the right to verify your identity and the fidelity of the information you have supplied by making various security and ID checks. If you fail or refuse on request to comply and sign a security request from STX, STX reserves the right to void your account.

ABANDONMENT OF ACCOUNT BALANCE. In the event that the account holder does not log in within a 24-month period, the account will be considered dormant. STX reserves the right to close the account and reasonable efforts will be made to inform the player of the balance using the last known details of the player. If for whatever reason STX is unable to successfully contact the player, then the balance of the account may be forfeited.

SELF-EXCLUSION. STX reserves the right to monitor your account activities and notify you if STX believes you may have gambling problems. However, STX makes no warranties about its ability to identify and help you with gambling problems. You may request to be excluded from entering or using the Services for various reasons and may do so at any time by using our player protection features. If you believe you have a gambling problem, or just wish to take an enforced break from gaming, STX gives you the power to choose the duration of time to exclude yourself from playing on the Site. You will be given the option to self-exclude for six months, one year, or five years. Once you select the duration, your request will be honoured, you will be immediately logged out of the Site, and unable to log in for the duration of the self-exclusion. You will also be removed from any marketing material, incentives, or promotions during the self-exclusion period.

Once the self-exclusion period has expired, you are eligible to log back into your account.

If you or someone you know has a gambling problem, please call ConnexOntario at 1-866-531-2600 or visit their website at https://www.connexontario.ca. For additional resources, visit our Responsible Gaming site at https://stxapp.ca/responsible-gaming.

iGAMING ONTARIO's CENTRALIZED SELF-EXCLUSION. iGaming Ontario provides a voluntary centralized self-exclusion tool ("BetGuard") that allows individuals to self-exclude centrally from all regulated igaming sites in Ontario. Participation requires creating an account and registering on the BetGuard website.

BetGuard is governed solely by iGaming Ontario's terms and conditions. STX's terms and conditions apply only to STX's own self-exclusion program and do not govern BetGuard. You are responsible for following the BetGuard terms and conditions for your centralized self-exclusion under BetGuard and STX's terms and conditions for STX's self-exclusion program.

Registering with BetGuard does not modify or cancel any self-exclusion you have with STX, and registering with STX's self-exclusion does not modify or cancel your enrollment with BetGuard. In particular, your choice of self-exclusion term in STX's self-exclusion program may not match your BetGuard centralized self-exclusion term. If you are registered in both BetGuard and STX's self-exclusion program, the expiration or ending of a term ending for one self-exclusion program does not modify or cancel the term of the other program.

If there is any conflict between iGaming Ontario's terms and conditions and STX's terms and conditions regarding BetGuard, iGaming Ontario's terms and conditions prevail. iGaming Ontario also has final authority over any iGaming Ontario-Operator, player disputes, or both related to BetGuard. For further information please review these BetGuard terms and conditions at https://betguard.ca/gp/en/terms-and-conditions/.

LIMITING YOUR PERSONAL EXPENDITURE. STX provides tools to help you control your gaming. You can establish limits on the amount you deposit over a given period, such as daily, weekly or monthly. Requests to tighten your limits will take effect immediately, whereas requests to loosen those limits will be addressed after a 24-hour period. You can set these limits when you first create your account, or you can change them anytime thereafter by visiting the STX app.

SUSPENSIONS AND TERMINATION OF ACCOUNT. STX reserves the right in its discretion and in relation to your account and any related payment service provider account, any accounts you may have with other sites and/or casinos and/or Services owned or operated by or on behalf of STX to terminate these Terms, withhold your account balance, suspend your account and recover from such account the amount of any affected payout, bonuses and winnings if: you breach any of the terms of these Terms; or provide any false or misleading information to STX; or partake in fraudulent, inappropriate or offensive behavior against STX or you have 'charged back' or denied any of the purchases or deposits that you made to your account; or are involved in an activity which may be deemed contrary to accepted standards of fair dealing, in breach of laws and/or contrary to the interests of STX or injurious to STX's reputation. The actions which may be taken by STX in the event that you engage in such conduct can include, but are not limited to warnings, temporary suspension of the Services, and temporary suspension of your account. The

termination of your account will only be considered in the case of the most serious violations or, as a result of multiple violations and, where possible, only after repeated communication or attempts to communicate with you. In the event of the termination of your account, you agree:

- your right to use the Services, your user account and password are immediately revoked;
- you must destroy/delete all of your copies of the Services;
- your right to any present or future entitlements you might otherwise have or have had arising from STX or your use of the Services, as of the date of termination is revoked; and
- All other rights under these Terms are terminated.

STX will endeavor to notify you of any minor breach of these Terms of which STX becomes aware and will afford you a reasonable time in which to rectify that breach and show cause for why your account should not be terminated. You will be notified of STX's decision and the reasons for its decision.

DISCLOSURE TO THIRD PARTIES. You agree to keep your account and related information secret and confidential and to not allow anyone else to use it. If you intentionally or unintentionally, directly or indirectly, disclose your login and/or password to another person, and such disclosure results in a third party participating in the STX Service using your login and password, such participation will be invalid, and STX shall not be liable or responsible for any losses, harm or damage you or any third party may suffer as a result of such third party use, and you acknowledge and agree that STX will not refund to you any resulting losses, regardless of whether or not the third party had your consent or not. STX shall not be required to maintain login or password details if you misplace, forget or lose this data or are otherwise unable to enter STX because of anything other than STX's error. If you misplace, forget, or lose your account name, username or password as a result of anything other than STX software error, STX shall not be liable whatsoever for any resulting losses, damages or harm you or any third party may suffer.

ABUSIVE OR OFFENSIVE LANGUAGE. Abusive or offensive language will not be tolerated on the Site or in the Services or with STX's staff. Any violation of this policy may result in a suspension of playing privileges or such other action as may be required by STX to ensure compliance.

DISCLOSURE OF FRAUDULENT ACTIVITIES. STX has a zero-tolerance policy towards inappropriate play and fraudulent activity. If, at STX's sole determination, you are found to have cheated or attempted to defraud STX in any way including but not limited to game manipulation, funds dumping, transfers or payment fraud, or if you make untrue and/or malicious comments with regard to STX's operation in any media or forum, STX reserves the right to publicize your actions as well as to circulate this information to other online gaming sites, banks, credit card companies, and appropriate agencies, at all times in accordance with applicable laws and regulations. Further, STX may close any accounts, and forfeit account balance, that you have at STX or at any other STX related website and/or business. STX reserves the right to void and withhold any or all winnings made by any person or group of persons where we have reasonable

grounds to believe that the said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage STX.

SECURITY REVIEW. In order to maintain the level of security and integrity in the system, STX reserves the right to conduct a security review at any time in order to verify identity, age, the registration data provided by you, in order to verify your use of the Services, including but not limited to your compliance with these Terms and the policies of STX and your financial transactions carried out via the Services for potential breach of these Terms and of applicable law. As such you authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate the information you provide to us or should provide to us in accordance with these Terms, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases, including with your telecommunications provider. In addition, to facilitate the security reviews, you agree to provide such information or documentation as needed to STX at its discretion.

COMPLAINTS AND NOTICES. In the event of you having any complaints, claims or disputes (collectively "Complaint") with regard to any outcome regarding the Services or any activity provided by STX, you must submit your Complaint to STX in writing as soon as is reasonably practicable following the date of the original transaction to which the Complaint refers. Complaints may be submitted by email to contactus@stxapp.ca and we will work to resolve the Complaint within 90 days of receiving said notice. Any notice we give to you will be sent to the email address that you provide when you register your account. It is your responsibility to give us notice of any changes to this address. If, after exhausting all reasonable means of doing so, you are unable to resolve your complaint directly with STX, you may contact iGO's Customer Care and Dispute Resolution department by visiting: https://igamingontario.ca/en/player/player-support. Complaints by players about unfair treatment, cheating, and collusion will be investigated. Report any suspicious betting and/or activity to contactus@stxapp.ca.

DECEASED PERSONS. A certified copy of a death certificate must be sent to contactus@stxapp.ca. As soon as reasonably possible, STX will close all open orders. Open positions will remain until expiration. Upon confirmation of beneficiary, payment of any available funds will be remitted.

GOVERNING LAW AND CHOICE OF FORUM: These Terms shall be governed by and construed in accordance with the laws of Ontario. Subject to the Dispute Resolution clause below, you irrevocably agree to submit to the exclusive jurisdiction of the Ontario Superior Court of Justice for settlement of any disputes or matters arising out of or related to these Terms.

DISPUTE RESOLUTION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES, YOU AND STX ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND STX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS 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.

Except for disputes which are subject to the iGaming Ontario Customer Care and Player Dispute Resolution Policy, you and STX 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 Site, or your and STX's dealings with one another 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 Canadian Arbitration Rules of ICDR Canada. For any claim where the total amount of the award sought is $10,000 or less, the arbitrator, you, and STX must abide by the following rules: (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 Canadian Arbitration Rules. The place of arbitration shall be Toronto, Ontario. There shall be a sole arbitrator. The arbitrator's ruling is binding and not subject to appeal on any grounds. The ruling 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. The prevailing party will be entitled to reasonable legal fees and expenses. The arbitrator may not award any incidental, indirect, special, or consequential damages including, but not limited to, damages for lost profits.

You agree that this agreement excludes the application of the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Additionally, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to these Agreements and the use of the Services must be commenced within one (1) year after such claim or cause arose or you waive such claim or cause of action, including the ability to arbitrate the matter.

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. Neither you nor STX will be able to have a court or jury trial or participate in a class action or class arbitration. You and STX each understand and agree that by agreeing to resolve any dispute through individual arbitration**, YOU AND STX ARE EACH 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, YOUR USE OF THE SITE, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and we 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, neither you nor we are entitled to arbitration. 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 courts of competent jurisdiction of Ontario, and you agree to submit to the personal jurisdiction 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 Site and your relationship with STX. Information on ICDR Canada and how to start arbitration can be found at www.icdr.org/icdrcanada or by calling 844-859-0845.

LINKED SITES. For your convenience, certain hyperlinks may be provided on the Site or in the Services that link to other Websites which are not under our control. We do not endorse or sponsor such Web sites and we are not responsible for the availability, accuracy, content, or any other aspect of such Web sites. We disclaim any and all liability arising in any way from or through such Websites, for all access to and use thereof, and for use of the links to such Websites. We also disclaim any and all liability, and to the fullest extent permitted by law, make no representations or warranties, with respect to any of the Services or services made available, sold, or provided to you by any third-party. Your use of other Web sites, and any purchases of services, volunteering of time or services, or making of charitable contributions through other Websites, is subject to the terms and conditions of such other Web sites. You acknowledge and agree that you will bring no suit or claim against STX arising from or based upon any such use you make of other Web sites, whether linked through the Site or not. Hyperlinks to other Websites that are provided on the Site or in the Services do not imply that: (a) STX is affiliated or associated with any linked sites; (b) STX is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any linked site is authorized to use any trademark, trade name, logo, or copyright symbol of STX.

LINKS TO THE SITE. Without our express, prior, written permission, you shall not: (a) “frame” the Site or the Services or otherwise cause the Site or the Services to appear in a window with any other material that does not constitute Content; (b) cause the hyperlink to the Site, or the Services, to be displayed in any way that is disparaging to STX or any entity that is affiliated or associated with STX; (c) otherwise imply or state that any type of relationship or special arrangements exist with STX and any other entity; or (d) use any tradename, trademark, or brand name of STX in metatags, keywords and/or hidden text, including for the purpose of affiliate marketing.

DISCLAIMER. Although we strive to make the Site, the Services and the features, materials, information, and services provided through the Site reasonably helpful, useful, reliable and current, you understand and agree that your access to and use of the Site, the Services and all features, materials, information and services available through the Site and STX are at your own initiative and risk. We do not promise, covenant, represent, warrant, or guarantee that you or any other user of the Site or the Services will obtain any particular or tangible result or goal through

the use of the Site or the Services, or obtain any other product or service in connection with use of the Site or the Services. It is solely your responsibility to take appropriate precautions to ensure that any information, materials, or anything else that you submit to or through the Site or to STX in any other way, or that you access, use, download, or otherwise obtain on or through the Site or by or through STX, are: (a) up-to-date, accurate, complete, reliable, truthful and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE AND THE SERVICES, INCLUDING THE API AND ALL GAMING DATA OBTAINED THROUGH THE API, AND ALL FEATURES, MATERIALS, INFORMATION AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED. EXCEPT AS PROHIBITED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, AND TO THE EXTENT PERMITTED BY LAW, WE DO NOT REPRESENT, WARRANT, OR COVENANT THAT THE SITE AND THE SERVICES, OR ANY OR ALL FEATURES, MATERIALS, INFORMATION AND SERVICES AVAILABLE ON OR THROUGH THE SITE OR THROUGH STX ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU, YOUR ORGANIZATION, OR ANY THIRD-PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND THE SERVICES, AND ALL FEATURES, MATERIALS, INFORMATION AND SERVICES AVAILABLE ON OR THROUGH THE SITE AND THROUGH COMPANY ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.

LIMITATION OF LIABILITY. IN NO EVENT SHALL STX, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR ORGANIZATION, OR ANY OTHER THIRD-PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE SITE AND THE SERVICES, AND ALL FEATURES, MATERIALS, INFORMATION AND SERVICES ACCESSIBLE ON OR THROUGH THE SITE OR OTHERWISE MADE AVAILABLE BY STX, INCLUDING ANY THE SERVICES; (B) THE USE, COPYING, OR DISPLAY OF THE SITE OR THE SERVICES OR THE TRANSMISSION OF INFORMATION TO OR FROM THE SITE OVER THE INTERNET; (C) OUR PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS; (D) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF YOU, YOUR ORGANIZATION, OTHER USERS OF THE SITE, OR OTHER THIRD-PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY NOT-FOR-PROFIT ORGANIZATIONS; (E) YOUR PURCHASE AND USE OF ANY GOODS OR SERVICES PROVIDED BY THIRD-PARTIES; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE SITE OR THE SERVICES. UNDER NO CIRCUMSTANCES SHALL STX, ITS CONTRACTORS, SUPPLIERS CONTENT-PROVIDERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS,

DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR ORGANIZATION, ANY NOT-FOR-PROFIT ENTITY, OR ANY OTHER THIRD-PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION AND CLAIMS OF THIRD-PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SITE, ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF STX, EVEN IF STX WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF STX, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IF STX, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, OR OTHER SIMILAR ENTITIES, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD-PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE OR THE SERVICES, STX AND SUCH PARTIES' CUMULATIVE, AGGREGATE AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED $100. THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

BY USING THE SITE AND THE SERVICES AND TO THE FULLEST EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR THE SERVICES; (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 SITE OR THE SERVICES; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE STX, 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 SITE AND THE SERVICES; AND (D) YOU VOLUNTARILY WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST STX 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 STX AND ITS AGENTS AND EMPLOYEES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY

READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless STX, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, licensors, and partners from any and all claims, losses, liabilities, demands, damages, costs, or expenses (including reasonable attorneys’ fees), arising from or asserted by any third party relating in any way to (a) your use of the Site or the Services, or any other feature, product, service or promotion offered to you by STX; (b) any claim of infringement of third party intellectual property rights; (c) uploading, posting, emailing, reproducing, transmitting or otherwise distributing any content or other materials by you; (d) the breach of any of these Terms by you or any users of your account with STX; (e) any application or system you use to access the Services, including through the API; or (f) your failure to secure your account credentials or API keys. STX reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

MISCELLANEOUS. These Terms and the Privacy Policy (as each may be revised and amended at any time and from time to time) collectively constitute the entire agreement with respect to your access to and use of the Site, the Services and any other features, materials, information or other services available on or through the Site or through STX. Our electronically or otherwise properly stored copy of these Terms shall be deemed to be the true, complete, valid, authentic and enforceable copy of these Terms, and you agree that you shall not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms. Except as expressly provided for herein, these Terms do not confer any rights, remedies, or benefits upon any person other than you and STX may assign its rights and duties under these Terms at any time to any third-party without notice. You may not assign these Terms without our prior written consent. These Terms shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Should any provision of these Terms be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions hereof shall not be affected. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the Site and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the Site, the Services, or any other services, features, information or materials on the Site in violation of the aforementioned laws or these Terms.

STX REWARDS PROGRAM

The following rules (referred to as “Rewards Terms”) form the basis of participation in the SportsX, LLC (“STX”) STX Rewards Program (“STX Rewards” or the “Program”). Your participation in this Program will be governed by these Rewards Terms, together with STX’s Services Terms of Use, Privacy Policy, and House Rules, which are incorporated in these Terms by reference. It is your responsibility to read these Rewards Terms so that you understand the Program’s rules and benefits and your responsibilities under the Program. Your enrollment as a member of the STX Rewards Program constitutes your acceptance of the STX Rewards Terms.

STX Rewards Membership

Subject to applicable law and STX policies, STX Rewards membership is available to any person 19 years of age or older with an active registration status with STX and who is not an Excluded Individual. Excluded Individuals are not permitted to open an account with STX and include individuals: (i) under 19 years of age; (ii) physically located outside of the Province of Ontario; (iii) who are self-excluded; (iv) who are members or employees of the Alcohol and Gaming Commission of Ontario ("AGCO"); (v) who are known by STX to be excluded from accessing a gaming site or playing lottery schemes by court order or any applicable law or regulation or any rule or policy enacted thereto, including the Registrar's Standards for iGaming; and (vi) who STX has reason to believe are prohibited from accessing a gaming site or playing lottery schemes under the AGCO Registrar's Standards for Internet Gaming or any applicable law or regulation or any rule or policy enacted thereto.

Eligible individuals may enroll in the Program at certain STX websites, via certain STX mobile applications, via a participating STX gaming platform (e.g., mobile application or website), or as otherwise authorized by STX. An associated STX Rewards account will be created, subject to these Rewards Terms. Only individual persons are eligible for Program membership; corporations or other entities cannot become Program members.

STX Rewards accounts, STX Points, and/or Tier benefits cannot otherwise be combined among members, their estates, successors, or assigns. Neither accrued STX Points nor Tier benefits are transferable by a member (i) upon death, (ii) as part of a domestic relations matter, or (iii) by operation of law.

Each member is responsible for selecting online log-in credentials (whether accessed through a personal computer or mobile device, STX's websites, or other authorized electronic means), and for keeping the log-in credentials secure. Each member is responsible for all transactions on their account when their confidential log-in credentials are used.

Except as permitted by these Rewards Terms, a member may not transfer, sell, purchase, trade or barter an STX Rewards account, STX Points, Tier benefits or any membership benefit to another individual. Violators of this rule are subject to termination of STX Rewards membership and forfeiture of accumulated STX Points and Tier benefits, and may be liable for damages and litigation costs, including any Program attorneys' fees incurred in enforcing this rule.

By enrolling in STX Rewards, members consent to, and agree that any information provided and/or collected in connection with Program is subject to, the terms of the STX Privacy Policy and consent to the sharing of their personal and other information with affiliates and partners of STX including its STX-branded gaming platforms in accordance with the STX Privacy Policy. Information provided by you, about you and/or related to your participation in the Program will be used to set-up, administer, and/or maintain the Program and your Program account such as providing and/or offering benefits and rewards to you. Subject to applicable legal requirements, members also consent to receiving promotional and informational communications from participating STX Rewards affiliates and partners including the STX-branded gaming platforms.

Members may opt-out of receiving marketing communications from (and/or opt-out from the sharing of personal information with) STX, participating STX Rewards affiliates, partners, and/or other third parties, or may update their preferences by contacting STX at contactus@stxapp.ca.

STX adheres to the responsible gambling standards set out by Ontario's regulator, the AGCO in the Registrar's Standards for Internet Gaming. Persons who are currently entered into STX's self-exclusion program (such a program having met the requirements set out in the AGCO's Registrar's Standards for Internet Gaming) or who are otherwise prohibited from participating by applicable law are not eligible for membership in STX Rewards.

STX Points and Tier Benefits

STX Points and Tier benefits are based on a member's expenditures for gaming play using an STX gaming account linked to a member's STX Rewards account. Questions about the eligibility of earning STX Points and Tier benefits for specific STX bets or wagers should be directed to STX at contactus@stxapp.ca.

To ensure proper recording of STX Points through the STX platform, members are responsible for ensuring their STX account is linked to their STX Rewards account. Please contact STX at contactus@stxapp.ca if assistance is required.

STX Points, Tier Levels and Tier Benefits

Members may earn STX Points by placing wagers through the Services. Unless otherwise stated, one (1) STX Point is earned for every CAD$10 wagered. STX determines which wagers qualify for STX Points, and the earning rate may vary by product. Points will be posted to a member's account at midnight Eastern Standard Time.

The types of benefits and rewards ("Tier benefits") that are available to a member are based on that member's Tier Level which in turn is based upon the number of STX Points earned. In addition, a member may advance to one or more higher Tier Levels at any time if the member has earned and/or accumulated the minimum amount of STX Points required for such higher Tier Level(s) (as identified by STX and listed on its STX Rewards Program website). A member who advances to a higher Tier Level(s) in this manner will retain such higher Tier Level(s) for as long as the member remains in the STX Rewards Program. Tier benefits (as identified by STX including those listed on its STX Rewards Program website) are available to members of the corresponding Tier Level on the date on which a member has earned and/or accumulated the STX Points required for such Tier Level.

A member's accumulated STX Points may be subject to forfeiture if the member's STX Rewards account does not reflect any activity by the member (which means earning STX Points) for a period of six (6) months.

STX Points have no cash value. Accumulation, redemption and/or usage of STX Points by a member is subject to limitations determined in the sole discretion of STX.

Any tax liability resulting from the accumulation or use of STX Rewards Program benefits, including but not limited to STX Points, is the obligation of the STX Rewards member.

STX Refer a Friend

Members may earn STX Points by referring a friend to register for an STX account. Members are provided a unique code and the Referred Friend must enter the code when registering for a STX account.

Once the Referred Friend has registered for a STX account, he or she must complete the following steps:

- Verify their email address and deposit funds into their account.
- Place their first wager (no minimum amount required).

Once the Referred Friend has completed the steps above, both Member and Referred Friend will receive 100 STX Points. The Referring Member will receive their STX Points by the end of day. The Referred Friend will receive their STX Points immediately after placing their first wager.

There is no limitation on the number of Referred Friends a Member may invite.

General Program Conditions

Violation of the terms and conditions of the STX Rewards Program, including fraud, misrepresentation, misuse of an STX Rewards account to manipulate accumulation of rewards or misuse of STX Rewards loyalty balances including, but not limited to, STX Points by a member, or other improper conduct as determined by STX, or if the member has been barred from gaming play by STX for business reasons that STX determines are appropriate, may subject the member, without limitation, to termination of STX Rewards Program membership, demotion of the member's account status, forfeiture of all of the member's benefits including, but not limited to, accumulated STX Points, Tier benefits, and/or appropriate administrative and/or legal action by STX or applicable governmental authorities. In addition, STX reserves the right to take appropriate legal action to recover damages, including its attorneys' fees incurred in prosecuting or defending any lawsuit related hereto.

Membership in the Program and accumulation of STX Points and/or Tier benefits do not confer any enforceable contract or vested property rights with respect to Program benefits.

Changes to the STX Rewards Program

STX Rewards members acknowledge and agree that STX Rewards membership and its benefits are provided at the discretion of STX. STX reserves the right to change, amend, suspend, cancel, or terminate any aspect of the STX Rewards Program, its benefits and/or its Rewards Terms in whole or in part, at any time, with notice, for any or no reason.

STX will notify STX Rewards members of: (1) amendment, modification or withdrawal any of the STX Rewards Program terms and conditions; (2) cancellation, revocation, forfeiture or change of any member's membership status, STX points, Tier Level, Tier benefits, Program benefits and/or promotions; (3) change in the value of accumulated or future STX Points or Tier benefits; (4) adjustment of STX Points, Tier Levels and/or restriction of the continued availability of awards, benefits, special offers or promotions, and/or (5) general Program changes that may adversely alter, diminish, forfeit or terminate STX Points and/or members' benefits, at least thirty (30) days prior to the effective date of such changes.

Notwithstanding the above, STX in its sole discretion may at any time, among other things, forfeit any STX Rewards Points or Tier benefits, or terminate any member, for reasons such as, but not limited to, technical failure or malfunction, error, fraud, or where the integrity, fairness, or administration of the STX Rewards Program has otherwise been compromised. Where the termination or adjustment of a member or member benefits is based on the matters described in this paragraph, as determined in the sole judgment of STX, the changes may result without notice to the member(s). STX may make one or more of these changes at any time even though such changes may affect a member's STX Points and/or Tier benefits.

The STX Rewards Program is not responsible for products or services offered by other companies that may participate in benefits, offers or special promotions provided to members.

All decisions concerning the interpretation and application or administration of STX Rewards Program terms and conditions are within the sole discretion of STX and any dispute regarding the accumulation of STX Points or Tier benefits maintained in an STX Rewards account, and/or the forfeiture of STX Points, Tier benefits or other STX Rewards benefits will be reviewed by STX. STX's decision in any dispute will be final and binding subject to regulatory approval as required under applicable law. By enrolling in the STX Rewards Program, all members acknowledge that such applicable regulatory authority may have exclusive jurisdiction over all such disputes pertaining to the STX Rewards Program.

If it is determined that STX Rewards has improperly denied STX Points, a Tier Level, a Tier benefit or award to a member, the member's sole and exclusive remedy shall be the issuance of the improperly denied STX Points, Tier Level, Tier benefit or award if available, or such other alternative comparable benefit as determined by STX, which shall not have additional liability whatsoever. Except where prohibited by law, in no event shall the STX Rewards Program be liable to any member, or anyone claiming through a member, for any direct, indirect, or consequential damages or lost revenue or profits, claimed to arise out of the acts or omissions of STX in connection with the Program.

The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern the validity, construction and interpretation of the Rewards Terms of the STX Rewards Program. No effect shall be given to any Ontario choice of law or conflict of law rules or provisions that would cause the application of the laws of any other province or territory.

QUESTIONS REGARDING THE SITE OR THESE TERMS. Please contact us with any questions regarding the Site, the Services or these Terms by e-mail contactus@stxapp.ca.

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