

Welcome to MutuelsOnline.com. Please read the following Terms and Conditions of Use ("**Terms and Conditions**") carefully.

This Agreement describes the terms and conditions applicable to your use of the MutuelsOnline.com website (the "**Website**") and the account wagering services (the "**Services**") provided by 2413530 Ontario Inc. (d/b/a MutuelsOnline.com), and powered by eBET Technologies Inc., a Division of Sportech Inc., the Oregon ADW licensee, under the trade name, MutuelsOnline.com (collectively, "**MutuelsOnline.com**", "**we**", or "**us**"). Your access to and use of this Website is subject to your acceptance of these Terms and Conditions and to all applicable State and Federal regulations.

In order to better serve you, we will regularly update and enhance this Website and may from time to time revise the Terms and Conditions. We will notify you whenever the Terms and Conditions are changed, and before new rules are applied to your wagering account, including the opportunity for you to close or cash-in your wagering account. You, as an account holder, shall be deemed to have accepted the Terms and Conditions of the Services upon establishing and maintaining a balance in your wagering account.

### **Wagering Account Application Requirements**

We shall have the right at any time and for any reason to refuse to provide the Service, including but not limited to opening a wagering account, accepting any wager, accepting a deposit, or closing a wagering account.

Wagering accounts will only be established in the name of an individual meeting the criteria set forth below and are non-transferable. We will not accept applications for corporations, trusts, partnerships, beneficiaries or custodial accounts. Any individual prohibited from wagering by the Oregon Racing Commission shall be prohibited from establishing a wagering account or placing a wager.

To establish and/or maintain a wagering account, the applicant must:

- Be at least 18 years old.
- Be a resident of a state where it is legal to do so under state and federal law.
- Provide the following personal information: full legal name, residence address, telephone number, social security number and date of birth.
- Provide an email address to access the wagering and account management sections of the Website.
- Have read and agree to abide by these Terms and Conditions.
- Allow MutuelsOnline.com to use third-party services to authenticate your wagering account information. All information used to authenticate your account is kept completely confidential.
- Agree to pay all charges posted to your wagering account.
- Notify us immediately regarding any change to previously submitted personal information.
- Refrain from wagering if you relocate to another state or country that prohibits pari-mutuel wagering.
- Acknowledge that we have the right, but not the obligation, to monitor the use of the Website and associated wagering services to determine and assure compliance with these Terms and Conditions and any other rules established by us or at the lawful order or request of any governmental or judicial agency of competent jurisdiction pursuant to applicable law or regulation.

We also reserve the right to close any wagering account for any reason at our sole discretion. Upon closing a wagering account, all funds will be returned to the account holder via check mailed to the registered address on file with us.

The address provided by the account holder is deemed to be the proper address for the purposes of mailing checks, statements of account, wagering account withdrawals, notices, or other correspondence unless you notify us of any changes in writing.

The wagering account is for the exclusive personal use of the named account holder only. No other person may wager or otherwise access the wagering account. You agree to notify us immediately of any unauthorized use of your password, wagering account, or registration profile.

Only one wagering account per verified person will be allowed.

All account holders will adhere to the method or methods of identification that we may require in order to access a wagering account.

Each wagering account will have a unique account number, which may be changed at any time by us and in such case we will inform you in writing of such change.

The wagering account may be accessed by the use of personal credentials consisting of a username or account number and a password or PIN (depending on the method of access) to be used by the account holder to confirm the validity of every wagering account transaction. The account holder will select a username, password, and PIN upon opening the account, and will be assigned an account number by us at that time. Where phone wagering is available, the account holder will create an additional phone wagering password. The phone wagering password will be used to verify the account holder's identity when using the telephone wagering service or discussing the account holder's wagering account with a Customer Care representative.

In the event that the account holder is unable to recall a wagering account password, we may use other identifying information to verify your identity.

We may, or the account holder may change the password at any time without explanation by informing the other party of the change and the effective date of the change.

The account holder bears the responsibility for maintaining the secrecy of the wagering account number PIN and password.

Account holders will be responsible for all bets placed through their wagering account by any person providing the correct identifiers and using the wagering account.

Wagering accounts may not be opened or used in any way for the following purposes:

- Evading any reporting requirement;
- Performing or hiding any criminal or illegal activity;
- Bribery/gratuity, check fraud, credit/debit card fraud, embezzlement/theft, unusual use of checks or wire transfers, or false or conflicting ID(s);
- Attempting to wager on an event the account holder is not permitted to wager on (such as a wager by or on behalf of a participant in the event such as a jockey);
- Activity that does not represent legal gambling activity or does not have a valid business or lawful purpose; or
- Activity that otherwise appears to be suspicious or not within normal wagering activity.

### **Account Procedures: Wagering, Deposits, Withdrawals**

#### **Wagering**

The service allows you to wager with your wagering account online or, where available, over the phone using the telephone wagering service.

We have the right at any time and for what we, in our sole discretion, deem good and sufficient reason to refuse to accept all or part of any bet. All betting conversations and Customer Care conversations shall be recorded by the

Customer Care center. All betting transactions shall be electronically recorded, subject to regulatory approval, and stored for a period of time established by regulation, or a minimum of one year.

The wagering service mingles with all tracks. In the event that there is a failure to merge pools with another track, the wager will be refunded.

Payment on winning bets will be posted to the credit of the account holder as soon as the race is declared official, barring technical difficulties. As an account holder, you are responsible for verifying proper credits and of notifying us if you identify a discrepancy between the statement record and your records. To question a statement entry, please contact Customer Care.

### **Wagering Online**

Go to the Website and sign in using your account credentials. This will bring you to the main wagering screen.

### **Wagering Over the Phone**

Where available, the telephone wagering service allows account holders to use a telephone to access their wagering accounts, obtain account balances and place wagers.

### **Cancelling A Wager**

#### **Cancelling an Online Wager**

Unless restricted by the host track, in MOST cases you can cancel a wager before post by calling Customer Care or by cancelling it online. To cancel a wager over the phone, you will need your account number and phone password, the race number, track and the bet details that you want to cancel. To cancel a wager online, you will need to be logged into your account and then from the ticket receipt box, click on the "Cancel Bet" button, or from the History section you would click on the "Cancel" link.

Each canceled wager is reviewed by our wagering analyst and if it is determined that the cancellation was suspicious in nature the account holder may lose their cancel privileges. We are not responsible if tote, our system, or the host tracks tote or systems do not accept your cancellation request.

### **Inactive Accounts; Fees; Closure**

Wagering accounts not used by the account holder to make a deposit or place a wager for a period of ninety (90) days will be considered 'inactive'. Inactive Accounts may be locked and subject to either: (a) a monthly inactivity fee in the amount of \$1.50; or (b) a one-time annual fee not greater than the cumulative monthly inactivity fee. Minnesota residents are exempt from inactivity fees. An account holder may reactivate an account by contacting Customer Care. If the account holder fails to reactivate an inactive wagering account within thirty (30) days after the account is locked, or if the inactive account has a zero dollar balance, the account may be permanently closed and the account holder notified. Funds remaining in an Inactive Account that has been permanently closed will be returned to the account holder or handled in accordance with the laws and regulations of the state of where the account holder resides at our discretion.

### **Deposits**

We offer several methods for funding your wagering account online or through the mail. Depending on the method of deposit you choose to fund your wagering account, certain fees and/or charges may apply, as more completely set forth below.

The minimum initial deposit required to open a wagering account is US\$10.00. No minimum balance is required to maintain a wagering account however, see above terms regarding inactive account fees and closure.

We reserve the right to refuse any deposit for the establishment or maintenance of a wagering account for any reason at our sole discretion.

Wagering accounts are non-interest bearing.

We reserve the right to unilaterally recover unpaid wagering account deposits and any unpaid fees or charges from your wagering account, and to lock your wagering account until your unpaid fees and charges are settled. We may pursue all relief that is available by law or in equity, and you agree to pay our reasonable costs of recovery and attorneys' fees incurred in pursuing such relief.

### **Online Deposits**

Online funding methods available at this time include:

- ACH
- Debit card
- Credit card
- PayNearMe
- In-Person Banking

### **Online Deposit using ACH**

Account holders can make deposits to their wagering accounts using ACH transfers. The ACH process allows electronic transfers of funds over the Internet. ACH deposits will be held for up to five (5) business days (excluding Saturdays, Sundays and holidays). You are solely responsible for any fees or interest charged by your bank. Fees charged by your bank will not be displayed prior to confirmation of your transaction.

### **Important Facts about ACH Transfers**

- A fee of US\$1.00 will be charged for each ACH deposit.
- The minimum transaction amount is US\$25.00.
- ACH transfers charged back or returned for any reason will result in a US\$25.00 charge to your wagering account and may result in limits being placed on the amount of future ACH transactions.
- Any fees charged by your financial institution for deposits that are returned unpaid are your responsibility, and you agree to reimburse us for such fees or charges upon demand.
- You represent that the financial institution account you are utilizing for ACH transfers is held in your name and that the funds being deposited are your own.
- You take full responsibility for all ACH transfers made to your wagering account in accordance with your instructions.

### **Online Deposit using Debit and Credit Cards**

**Important Information about Debit Card and Credit Card Transactions:** Account holders can make deposits to their wagering account using their credit or debit card. You are solely responsible for any fees or interest charged by your issuing bank, including those regarding your responsibilities for any insufficient fund charges or other returned item fees that result from your transactions. Fees and interest charged by your issuing bank will not be displayed prior to confirmation of your transaction.

Transactions on your statement will appear as "EBET Technologies".

### **Important Information about Debit Card and Credit Card Transactions:**

- A fee of up to four and one-half percent (4.5%) will be charged for every debit card and credit card transaction processed online; the fee is displayed to the account holder at the time of the transaction.
- Debit Card and Credit Card deposits will be posted to the wagering account as soon as approval authorization is received.
- The minimum debit card and credit card transaction is US\$10.00.
- Credit card deposits are limited to \$1,000 per day, \$3,000 per rolling seven (7) days and \$5,000 per thirty (30) days. Please note that additional restrictions and regulations may apply for certain jurisdictions.
- Debit card and credit card transaction transactions charged back or returned for any reason will result in a US\$25.00 USD charge to your wagering account and may result in limits being placed on the amount of future debit card and credit card transactions.
- You represent that the debit card and credit card account you are using is held in your name and address
- You take full responsibility for all debit card and credit card transaction made to your wagering account in accordance with your instructions.

### **Online Deposit using PayNearMe**

Account holders can make deposits to their wagering account using the PayNearMe service.

### **Important Information about PayNearMe Transactions:**

- The PayNearMe barcode is associated with a specific account. If you use PayNearMe to fund with multiple companies, you will need to make sure to have the correct barcode when putting funds towards your wagering account.
- The fee for this is \$4.99 (or such other fee charged by PayNearMe at the time of the transaction) which is deducted at the time of payment.
- The funds are available immediately after the transaction is complete.
- This service is not available in all states. Please check the PayNearMe website to see where PayNearMe is available.

### **Deposit by Mail**

The following types of deposits will be accepted through the mail for deposit into a wagering account:

- Personal Check
- Cashier's Check
- Money Order

Only checks and money orders should be sent by mail – **DO NOT SEND CASH!**

Please make checks and money orders payable to: "MutuelsOnline.com". Always enter your wagering account number on the Memo section of the check to ensure accurate posting to your wagering account.

Please mail checks or money orders to:

MutuelsOnline.com  
6130 NE 78<sup>th</sup> Court, Suite C4  
Portland, OR 97218

Personal Checks are subject to a five (5) business-day hold period from the time the check is received in Customer Care and posted to your wagering account.

Money orders and cashier checks drawn on a U.S. bank are posted to the wagering account upon receipt. The following types of checks will NOT be accepted for deposit into a wagering account:

- Third-party checks
- Checks returned for insufficient funds
- Checks drawn on a non-U.S. bank

### **Deposit by Wire Transfer**

The minimum amount for wire transfer deposits is \$100. If you wish to wire funds directly into your wagering account, please contact Customer Care for instructions.

At the present time, we do not charge a fee for deposits by wire transfer however we reserve the right to adjust the fee schedule without notice. You are responsible for any fees charged by your bank for the wire transfer.

### **Deposit In Person at Wells Fargo Bank**

You can go to any participating full-service branch of Wells Fargo Bank and make a deposit into your wagering account. Prior to your initial in-bank deposit, please call Customer Care for the information needed in order for you to make a deposit to your wagering account.

Only cash deposits are accepted.

All deposits will be credited within 24 hours of bank confirmation.

Once you've made the deposit you can either call Customer care, scan and email, or fax a copy of the deposit details. You will also be required to provide:

- Your name
- Wagering account number
- Amount of deposit
- Approximate time and date when the deposit was made
- Transaction number on the deposit receipt

We will need this information so your wagering account can be verified and credited.

### **FAQ's**

Do I have to be a Wells Fargo account holder in order to make a deposit?

No, you do not. eBet Technologies is the account holder; all you need is our banking information which can be obtained by calling Customer Care.

Will I have to pay a fee?

No, fees will not be incurred via this method.

Are there limits on deposits?

No limits, but we will follow federal laws regarding cash deposit reporting and money laundering.

### **General Information Regarding Deposits**

In the event of any dishonored financial instrument, we may initiate collection procedures including, but not limited to, employing collection agencies and credit reporting agencies in an effort to collect any fees, charges, or expenses incurred due to dishonored financial instruments from the responsible wagering account holder.

We reserve the right to amend our deposit policy or enforce additional deposit rules and regulations at any time and at our sole discretion.

## **Withdrawals**

### **Withdrawal By Mail**

To withdraw funds with a mailed request, please complete a withdrawal slip available at [www.MutuelsOnline.com/help](http://www.MutuelsOnline.com/help) and mail it to:

MutuelsOnline.com  
6130 NE 78<sup>th</sup> Court, Suite C4  
Portland, OR 97218

Be sure to sign the withdrawal slip, as the withdrawal request cannot be processed without the account holder's signature.

### **Withdrawal By Fax**

To withdraw funds with a faxed request, please complete a withdrawal slip available at [www.MutuelsOnline.com/help](http://www.MutuelsOnline.com/help) and fax to: 503-253-0140.

Be sure to sign the withdrawal slip, as the withdrawal request cannot be processed without the account holder's signature.

### **Online Withdrawal**

To make a withdrawal online, log into your wagering account and select "Fund". Then select the withdrawal method you prefer to use, enter the amount of your withdrawal, and click "Proceed".

Withdrawals are available by ACH, check or wire. All withdrawal requests are processed within five business days of request and issued in the account holder's legal name. For a check request, the check will be sent to the account holder's residence address on file.

### **Receipt of Withdrawal Checks**

If your wagering account balance is sufficient to cover the requested withdrawal amount, checks will be mailed via First Class Mail. The account holder can select expedited delivery at the time of withdrawal. Fees for expedited delivery will be indicated and deducted from your wagering account.

### **Receipt of Bank Wire**

You will be charged a fee up to \$30.00 for all wire transfers. To receive a same day bank wire your request must be made prior to 2:00 PM Eastern. This is only available Monday –Friday only. Requests made on weekends and bank holidays are excluded and those wire transfer requests will be processed and available no later than the following banking day.

### **General Information Regarding Withdrawals**

If your wagering account balance is insufficient to cover the requested withdrawal amount, the withdrawal will not be processed.

Rewards and promotional monies must be wagered prior to be eligible for withdrawal.

## **Password or PIN Changes**

Account holders may request a change to their account wagering passwords or PIN by calling Customer Care or through the website where available. Account holders will be asked for account information to verify their identity.

## **Closing an Account**

To close your wagering account, please submit a written request including your account number, name, signature and address to:

MutuelsOnline.com  
6130 NE 78th Ct, Suite C4  
Portland, OR 97218

Any funds in the wagering account will be mailed in the form of a check to the account holder upon receipt of the written request.

We reserve the right to suspend or close any wagering account at any time and in such case will return the funds on deposit to the account holder, less applicable service charges.

Funds in a deceased individual's wagering account shall be released to the decedent's legal representative upon receipt of a copy of a valid death certificate and other documents as required.

Ownership of a wagering account may not be transferred from one individual to another.

## **Tax Withholding**

By federal law, any wager which results in proceeds of \$600.00 or more must be reported to the Internal Revenue Service (IRS), if the amount of such proceeds is at least 300 times as large as the amount wagered. Any wager, which results in proceeds or more than \$5,000.00, is subject to reporting and withholding, if the amount of such proceeds is at least 300 times as large as the amount wagered. If you are subject to IRS reporting and/or withholding requirements, winning wager amounts, less any applicable withholding, will be deposited into your wagering account. We will send you a Form W2-G at year's end, summarizing winning wager and withholding amounts. Upon written request, we will provide you with summarized tax information on your wagering activities.

## **Statements and Account History**

We will provide a written statement of wagering account activity upon request. Account holders can also view wagering account history – including transaction, wagering, balance, and end-of-year statements – online at any time. To access this information, click on "Full History" once you have logged in to your wagering account.

To request a statement be mailed or faxed to you, please contact Customer Care.

## **Live Video & Race Replays**

Live video and race replays are available on the Website and can be viewed by active account holders in good standing only. There are no fees or wagering minimums required to view race video and replays, however we reserve the right to adjust the fee schedule without notice.

## **Account Safety, Security and Player Responsibilities**

Wagering accounts are for the personal use of the account holder only. The account holder is responsible for maintaining the secrecy of the account number, PIN and password and all other wagering account credentials.



We are not responsible for any loss arising from the use by any other person or persons of an account holder's wagering account. The account holder must immediately notify us of a breach or suspected breach of the wagering account's security.

To minimize security problems as an account holder, please follow these guidelines:

- Keep your wagering account number, Password, PIN and all other account credentials in a safe place only accessible to you.
- Always logout of the Website when leaving your computer unattended for any amount of time.
- Contact Customer Care immediately if you suspect any security breach or wagering account issues.

## **Website Content**

### **a. Third Party Content**

Various types of information available on the Website have been provided by third-party information suppliers that are independent of us. This information may include the views, opinions, and recommendations of such third parties. We neither endorse such views or opinions, nor are we responsible for the availability, accuracy, currency or reliability of such information including, but not limited to, wagering and race information, and the inclusion of such views or opinions is not intended to provide advice or constitute a solicitation. At no time shall anything contained on this Website be deemed an endorsement or recommendation of any third party or shall constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content. You acknowledge that under no circumstances will we be liable for any loss or damage caused by your reliance on such third-party information.

### **b. Hyperlinks**

The Website directly or indirectly provides content, hyperlinks and references to external third-party websites. The materials that can be accessed from such websites are not maintained by us, and we are not responsible for the content thereof. We neither endorse nor are we responsible for the availability, accuracy, currency or reliability of any information, statement, opinion or advice contained in such third-party websites or materials. You acknowledge that under no circumstances will we be liable for any loss or damage caused by your reliance on information through a third-party website. At no time shall anything contained on the Website be deemed an endorsement or recommendation of any third party or to constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content.

## **Terms and Conditions of Use for Equibase Data And Products**

The data used to create the Equibase Products and the TrackMaster® Products are proprietary to and are copyrighted by Equibase Company LLC and Axcis Information Network, Inc., respectively. Unauthorized copying of such data, including modifications thereof, or the creation of programs or products in which such data have been merged or included with other data programs or products, for distribution to third parties, whether gratuitously or for sale, is expressly forbidden. You may be held legally responsible for any proprietary or copyright infringement that is caused or encouraged by your failure to comply with these Terms and Conditions of Use.

You may NOT transfer the Equibase or TrackMaster® Products from one computer to another. You may not distribute copies of the Equibase or TrackMaster® Products to third parties. You may not create derivative works based upon the Equibase or TrackMaster® Products.

The Equibase and TrackMaster® Products are for your use only and may not be transferred to anyone else. In no event, may you transfer, assign, rent, lease, sell, or otherwise dispose of the Equibase or TrackMaster® Products on a permanent or temporary basis except as expressly provided for herein.

If you breach any of these Terms and Conditions of Use, Equibase Company LLC, Axcis Information Network, Inc., in addition to pursuing any other legal remedies available to them, may immediately terminate (or instruct us to terminate) your right to access the Equibase and TrackMaster® Products.

Your purchase and/or use of the Equibase and TrackMaster® Products indicates your acceptance of these Terms and Conditions of Use.

#### Charges and Payment

(a) In cases where Equibase or TrackMaster® Products are purchased by you, you shall pay all fees and charges incurred through your account at the rate(s) then in effect. All fees and charges shall be debited from your account, and you shall be solely responsible for their payment. You shall be responsible for all applicable taxes for the purchase.

(b) Refunds or credits may be granted at our sole and absolute discretion. Refund or credit requests should be submitted for review to [Customerservice@mutuelsonline.com](mailto:Customerservice@mutuelsonline.com). Refunds will be in the form of wagering credit, at our sole discretion. In the event of a system failure while you are purchasing or receiving Equibase or TrackMaster® Products, we will provide a refund or credit for such transaction, provided that the relevant Equibase or TrackMaster® Product purchased is not completely received by you.

(c) All charges to your account shall be in United States currency.

(d) By making purchases of Equibase or TrackMaster® Products on the Website, you authorize us to debit your account.

#### Disputes/Governing Law

We and the service are subject to all rules and regulations concerning customer disputes as defined by the Oregon Racing Commission. Disputes by Minnesota residents shall be settled pursuant to Minnesota law in Minnesota courts. To ensure accuracy, we will maintain electronic recordings of all account wagers and complete records of all customer transactions and will provide (upon request) a statement of each deposit, withdrawal, debit and credit transacted during the discrepancy period. For telephone wagering, the recording of the account holder's acceptance of the wager shall be deemed the actual wager. For computer wagering, we shall maintain a printable record of the entire transaction. The printed record as wagered by the account holder shall be deemed the actual wager.

To ensure quality customer service, we will promptly address disputes upon receipt. For immediate response to any discrepancies, please contact Customer Care during business hours.

#### Responsible Wagering

Call 1-800-522-4700 for confidential help with problem gambling.

#### Privacy Statement

The protection of your privacy is very important to us. We pledge to fully meet recognized standards of personal data privacy protection and to comply with all applicable U.S. law and regulation, including, without limitation, the Electronic Communications Privacy Protection Act, 18 U.S.C. §§2510 et. seq., 2710 et. seq., the Children's Online Privacy Protection Act, 15 U.S.C. §6501 et. seq. and the California Online Privacy Protection Act, Cal. Bus. & Prof. Code §§22575 et. seq.

We will collect, retain and use information about you to protect and administer your wagering account and funds and to comply with applicable state and federal laws and regulations. We do not collect personally identifiable or confidential information about individuals or companies through the use of "cookies", "spiders", "web beacons" or

other data mining devices except when such individuals specifically provide information on a voluntary basis, for example, in the wagering account opening registration process. Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without the approval of the account holder. The information you provide to us will be used for the purpose stated when collected, such as to process wagers and to communicate with you regarding processing of wagers.

If at any point you have submitted personal or registration information that you would like corrected, please contact Customer Care and we will make commercially reasonable efforts to accommodate your request within forty-eight (48) hours.

As we expand the range of options and services available, the collection and use of personal data will also change to serve you better. We therefore reserve the right to modify this Privacy Statement at any time and will post notice of such changes to the Website. If you have any questions or concerns about privacy and security, please contact Customer Care.

We shall comply with the lawful order or request of any governmental or judicial body or agency of competent jurisdiction pursuant to applicable law or regulation.

### **Disclaimer and Limitation of Liability**

Every effort will be made to provide correct information, but occasionally errors may occur. Neither we nor any of our personnel, Customer Care operators, managers, agents or other individuals associated with our organization shall be responsible if information disseminated, either verbally or written, is inaccurate. We disclaim responsibility for consequences that may result, if any, for such errors.

The Website is provided for your use on an "as is" basis. We and our partners, affiliates, merchants, advertisers, and information providers make no representations or warranties of any kind, express or implied, as to the operation of the Website or as to the information, content, materials, or products included on the Website. We make commercially reasonable efforts to maintain this Website but are not responsible for the results of any defects that exist in this Website, or for any outages, interruptions, viruses or other harmful components. You should not assume that this Website or its content are error-free or that are suitable for the particular purpose that you have in mind when using them. We and our affiliates, merchants, advertisers, and information providers have no liability in tort, contract, or otherwise (and as permitted by law, product liability), to you and/or any third party. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE OR PROFITS, WHETHER FORESEEABLE OR NOT, OR ANY FAILURE TO PROVIDE ACCESS TO OR USE OF THIS WEBSITE, OR ANY OTHER CAUSE WHATSOEVER. We may, in our sole discretion and at any time, modify or discontinue this Website or any part thereof; limit, terminate or suspend a user's use of or access to this Website and/or make changes to these Terms and Conditions.

In the event the foregoing disclaimer and limitation of liability is held to be unenforceable for any reason including by operation of law, our maximum liability for any of the foregoing types of damages shall be limited to the transaction fee for the transaction that gave rise to the claim or limited to the fullest extent allowable under Oregon law.

### **Indemnification**

Account holders agree to defend, indemnify and hold harmless eBet Technologies, Inc, MutuelsOnline.com, its officers, directors, employees, affiliates, representatives, third-party contractors, and agents against and from any third-party claims, actions, damages or demands, including but not limited to, reasonable legal and accounting fees, resulting from a user's use or misuse of this Website, violation of these Terms and Conditions, or any activities

related to this Website, or from a user's violations of the rights of any other user of this Website. Use of this Website is at the user's own risk. This indemnification shall survive the termination of your account.

We reserve the right to revise these Terms and Conditions, or any part thereof. Use of the service constitutes your acceptance of the revised Terms and Conditions.

**General Contact Information**

MutuelsOnline.com Customer Care

6130 NE 78th Ct, Suite C4

Portland, OR 9721

[Customerservice@mutuelsonline.com](mailto:Customerservice@mutuelsonline.com)

Customer Care Toll Free Number: 877-782-9994 and follow the instructions to access Customer Care or Technical Support  
Customer Care Fax Number: 503-253-0140

Telephone Wagering Toll Free Number: 877-782-9994