

Alto Lusso Games END USER LICENSE AGREEMENT

Alto Lusso LLC | Effective Date: October 17, 2026

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, ACCESSING OR USING Alto Lusso Games. IT CONTAINS A LIMITED LICENSE, RESTRICTIONS ON HOW YOU MAY USE THE SOFTWARE, DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY, AND, THROUGH THE TERMS OF SERVICE, A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This End User License Agreement (this “EULA”) is a legal agreement between you and Alto Lusso LLC, a Delaware limited liability company (“Alto Lusso,” “Company,” “we,” “us” or “our”). It governs your installation and use of the Alto Lusso Games software, including the iOS application, the Android application and the web client, together with all updates, patches, upgrades, new versions, associated media, data files and online documentation (collectively, the “Software”).

This EULA is incorporated by reference into the Alto Lusso Games Terms of Service (the “Terms”) and is designed to be displayed, linked or summarized in the license-agreement or metadata fields of the app stores through which the Software is distributed. Capitalized terms not defined in this EULA have the meanings given in the Terms.

Alto Lusso Games IS A SIMULATED SOCIAL CASINO FOR ENTERTAINMENT ONLY AND IS RESTRICTED TO PERSONS AGED 18 AND OLDER. THE SOFTWARE DOES NOT OFFER REAL-MONEY GAMBLING. NO REAL MONEY OR ANYTHING OF REAL-WORLD VALUE CAN BE WON OR LOST, AND ALL GOLD COINS, DIAMONDS AND OTHER VIRTUAL ITEMS HAVE NO REAL-WORLD VALUE AND CANNOT BE CASHED OUT, REDEEMED OR TRANSFERRED FOR MONEY OR ANYTHING OF VALUE.

BY INSTALLING, ACCESSING OR USING THE SOFTWARE, OR BY CLICKING “ACCEPT,” “AGREE,” “CONTINUE” OR A SIMILAR BUTTON, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS OR USE THE SOFTWARE.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this EULA:

“**Account**” means your unified Alto Lusso Account, used across the Alto Lusso Virtual Reality Social Casino and Alto Lusso Games on iOS, Android and web.

“**Apple App**” means the version of the Software obtained from the Apple App Store. “**Android App**” means the version of the Software obtained from Google Play. “**Web Client**” means the version of the Software accessed through a web browser. “**Mobile Apps**” means the Apple App and the Android App.

“**Apple**” means Apple Inc. and its subsidiaries. “**Google**” means Google LLC and its affiliates. “**Platform Store**” means the Apple App Store, Google Play, or any other digital distribution service through which the Software is made available. “**Platform Partner**” means the operator of a Platform Store.

“**Platform Store Terms**” means the terms that govern your use of a Platform Store and the applications you obtain from it, including, in the case of Apple, the Apple Media Services Terms and Conditions (including its Usage Rules) and Apple’s Licensed Application End User License Agreement to the extent not modified by this EULA, and, in the case of Google, the Google Play Terms of Service and Google Play’s Payments policy.

“**Authorized Device**” means (a) an Apple-branded mobile device that you own or control and that runs a supported version of iOS or iPadOS; (b) an Android mobile device that you own or control and that runs a supported version of Android; or (c) a computer or other device that you own or control and that runs a compatible web browser.

“Documentation” means any user guides, in-game instructions, help content, rules and notices that we make available in connection with the Software.

“Updates” means any patch, bug fix, hotfix, upgrade, enhancement, new version, new content or other modification of the Software that we make available.

“Virtual Items” has the meaning given in the Terms and includes Gold Coins and Diamonds in every condition.

1.2 Interpretation. Headings are for convenience only. “Including” means “including without limitation.” References to a statute or policy include it as amended or replaced. If a provision of this EULA is described as applying to a specific version of the Software, it applies only to that version.

2. RELATIONSHIP TO THE TERMS AND TO PLATFORM STORE TERMS

2.1 Incorporation. This EULA and the Terms together form your agreement with Alto Lusso regarding the Software. The Terms govern your Account, Virtual Items, in-app purchases, gameplay rules, conduct, dispute resolution and other matters; this EULA governs the license to the Software itself. The Master Privacy Policy governs our handling of personal information.

2.2 Order of Precedence. If this EULA conflicts with the Terms as to the license to, or the permitted and prohibited uses of, the Software, this EULA controls. In all other respects the Terms control. If this EULA or the Terms conflict with a mandatory minimum term required by a Platform Store for the version of the Software obtained from it, the mandatory Platform Store term controls to the extent of the conflict and only for that version.

2.3 Customization of Platform Store Standard Terms. Apple makes available a standard form of end user license agreement for applications distributed through the App Store, and permits developers to supply their own end user license agreement provided that it meets Apple’s minimum terms. Alto Lusso has elected to use this EULA in place of Apple’s standard form, and Section 26 sets out the minimum terms Apple requires. For the Android App, this EULA operates together with the Google Play Terms of Service and the Google Play developer distribution terms to which Alto Lusso is subject.

2.4 No Waiver of Platform Store Rights. Nothing in this EULA limits any right you have against a Platform Partner under the Platform Store Terms, including any right to request a refund from that Platform Partner.

3. LICENSE GRANT

3.1 Grant. Subject to your continuing compliance with this EULA and the Terms, Alto Lusso grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- download, install and run the Apple App on Apple-branded mobile devices that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions;
- download, install and run the Android App on Android mobile devices that you own or control, as permitted by the Google Play Terms of Service;
- access and use the Web Client through a compatible web browser on a device that you own or control; and
- view and use the Documentation, in each case solely for your own personal, private, non-commercial entertainment and only if you are 18 years of age or older.

3.2 Number of Devices; Family Sharing. You may install the Mobile Apps on multiple Authorized Devices, and use the Web Client on multiple browsers, provided that all use is under your single Account, that you are the only person who uses that Account, and that you comply with this EULA and the Terms. Features of a Platform Store that allow application sharing within a family group do not permit anyone under 18 to use the Software, and do not permit more than one person to use an Account.

3.3 Object Code Only. The Software is licensed in object-code form only. No source code is licensed or made available to you.

3.4 Personal, Non-Commercial Use. The license is for personal entertainment only. You may not use the Software in any commercial setting, including in an arcade, café, internet café, venue, event, promotion or live stream operated for payment, or to provide a service to others, without our prior written consent. Ordinary non-monetized personal sharing of gameplay (for example, a screenshot) is permitted, provided that you do not misrepresent the Software as offering real-money gambling and that you comply with the Terms.

3.5 Licensed, Not Sold. The Software and all Virtual Items are licensed, not sold. Your acquisition of the Software or of any Virtual Item gives you only the limited rights expressly stated in this EULA and the Terms.

4. OWNERSHIP AND RESERVATION OF RIGHTS

4.1 Ownership. Alto Lusso and its licensors own and retain all right, title and interest, including all copyrights, trademarks, trade secrets, patents, design rights, database rights and other intellectual property rights, in and to the Software, its code, architecture, game mechanics, algorithms, user interfaces, graphics, animations, audio, music, sound effects, characters, avatars, virtual environments, text, data and all derivative works (the “Alto Lusso IP”).

4.2 Reservation. All rights not expressly granted to you are reserved. No license or right is granted by implication, estoppel or otherwise. Nothing in this EULA transfers ownership of any Alto Lusso IP to you.

4.3 Trademarks. “Alto Lusso,” Alto Lusso Games and all related names, logos and trade dress are trademarks of Alto Lusso LLC or its licensors. Third-party names and marks, including Apple, App Store, Google, Google Play, Android, AdMob and AdSense, belong to their respective owners and are used only to identify those owners’ products and services. This EULA does not license any trademark.

4.4 Feedback. If you give us suggestions, ideas, bug reports or other feedback about the Software, you grant Alto Lusso a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable and transferable license to use, reproduce, modify and exploit that feedback for any purpose, without obligation or attribution to you. Feedback is not confidential.

5. YOUR OBLIGATIONS AS A LICENSEE

5.1 Compliance. You agree to use the Software only as permitted by this EULA, the Terms, the Documentation and applicable law, and to keep your Account credentials secure.

5.2 Responsibility for Devices. You are responsible for obtaining and maintaining at your own cost the Authorized Devices, operating systems, browsers, internet access and other equipment needed to use the Software, and for any mobile carrier, data, roaming or other charges. You are responsible for the security of your devices, including keeping the operating system updated and not leaving a signed-in device unattended.

5.3 Accuracy of Information. You will provide accurate information when registering, and will keep it current.

6. RESTRICTIONS

6.1 Technical Restrictions. Except to the extent that applicable law expressly prohibits the restriction, you may not, and may not permit, assist or encourage anyone else to:

- copy, reproduce, modify, translate, adapt, port or create derivative works of the Software, except for the ordinary installation and operation of the Software that this EULA permits;
- decompile, disassemble, reverse engineer, decrypt or otherwise attempt to discover the source code, algorithms, data structures, protocols, encryption keys or underlying ideas of the Software;

- install or run the Software on a jailbroken, rooted or otherwise modified device or operating system, on a device on which security protections have been disabled, or on an emulator, virtual machine, cloud-gaming instance or other environment that we have not approved;
- use bots, scripts, macros, auto-clickers, overlays, memory editors, automation tools or any other software or hardware to play the Software, to interact with advertisements or rewards, or to gain an advantage;
- intercept, inspect, capture, modify, replay or inject network traffic or packets between the Software and our servers, including through packet sniffers, proxies or man-in-the-middle tools, or tamper with client-side data, memory, storage or files;
- develop, distribute or use cheats, hacks, mods, unauthorized clients, private servers or emulators that interoperate with the Software or our servers;
- probe, scan or test the vulnerability of the Software or our systems, or breach or circumvent any security, authentication, encryption, anti-cheat, anti-fraud or integrity feature, except as permitted by a coordinated disclosure arrangement that we have agreed in writing;
- remove, obscure or alter any copyright, trademark or other proprietary notice, label or legal notice in the Software;
- rent, lease, lend, sell, resell, redistribute, publish, sublicense, host or otherwise make the Software available to any third party, or use it to provide a service to a third party;
- frame, mirror, scrape, crawl or extract data from the Software or our servers, or use any robot, spider or automated means to access them;
- circumvent, disable or interfere with any technical measure that restricts access to the Software, enforces age or geographic restrictions, or protects Alto Lusso IP;
- use the Software, its outputs, or any Alto Lusso IP to build, train or benchmark a competing product or service, or to train any machine-learning model, without our prior written consent;
- use the Software in violation of applicable law, or for any unlawful, fraudulent or harmful purpose; or
- use the Software for any commercial purpose.

6.2 Statutory Rights. Some laws, including laws governing decompilation for interoperability, give users rights that cannot be excluded by contract. Nothing in this EULA limits those rights, and you may exercise them only to the extent, and under the conditions, that those laws require, including a prior written request to us for the information you need.

6.3 Virtual Items and Secondary Markets. You may not use the Software to sell, buy, trade, gift or transfer Virtual Items or Accounts for real-world value, or otherwise participate in any secondary market for them, as further provided in the Terms. You may not attempt to purchase Virtual Items outside the billing system of the applicable Platform Store.

6.4 Consequences. We may investigate suspected breaches of this Section and may suspend or terminate your license and Account, reverse or cancel affected Virtual Items, and refer matters to law enforcement and to the Platform Partners, as provided in the Terms.

7. SECURITY, ANTI-CHEAT AND INTEGRITY MONITORING

7.1 Integrity Technologies. To protect the Software, the integrity of simulated gameplay, our advertising partners and other users, the Software may use anti-tamper, anti-cheat, anti-fraud, device-attestation and integrity-verification technologies. These may include platform-provided attestation services such as Apple's App Attest and DeviceCheck and Google's Play Integrity API, and our own and third-party signals.

7.2 What These Technologies Do. They may check whether the Software has been modified, whether the device or operating system has been tampered with, rooted or jailbroken, whether the Software is running in an emulator or an unapproved environment, whether prohibited automation or injection is present, and whether the device presents indicators of fraud or invalid ad traffic. They may report the results, together with device and Account identifiers, to our servers and to our service providers.

7.3 Consent and Consequences. You consent to the operation of these technologies as a condition of using the Software. If the technologies indicate a violation of this EULA or the Terms, we may restrict features, prevent the Software from running, void affected gameplay, rewards or Playthrough progress, and suspend or terminate your Account.

7.4 No Guarantee. No security measure is perfect, and we do not guarantee that the Software will be free from cheating, malware, vulnerabilities or unauthorized access.

7.5 Reporting Vulnerabilities. If you discover a security vulnerability or exploit, you must report it promptly to policy@altolussocasino.com, must not disclose it publicly before we have had a reasonable opportunity to address it, and must not exploit it.

8. UPDATES, PATCHES, VERSION DEPRECATION AND END OF SERVICE

8.1 Updates. The Software is a live service. We may release Updates at any time, and Updates may be downloaded and installed automatically, depending on your device and Platform Store settings. Updates are part of the Software and are governed by this EULA unless accompanied by a different agreement.

8.2 Required Updates. Some Updates may be mandatory for security, legal compliance, compatibility, fairness or service reasons. You may be required to install the latest version of the Software to continue using it, and older versions may stop working or be blocked from connecting to our servers without notice.

8.3 Changes to Content and Features. We may add, change, rebalance, suspend or remove games, modes, features, content, events, exchange rates and Playthrough settings, as permitted by the Terms, and may make features available only on certain platforms, devices or regions.

8.4 Version and Device Deprecation. We may discontinue support for specific versions of the Software, operating-system versions, devices, browsers or hardware configurations at any time. Your Account and Virtual Item balances are stored on our servers and remain available on supported versions and platforms, subject to the Terms.

8.5 Compatibility. We do not warrant that the Software will run on every device, operating-system version or browser, or that it will perform equally on all of them. Performance may depend on your device, your network and third-party services.

8.6 End of Service. We may suspend, modify or discontinue the Software or any part of it, temporarily or permanently, at any time. If we permanently discontinue the Software, we will give notice through the Software, our website or email where reasonably practicable. Except where the law requires otherwise, you will not be entitled to compensation for the discontinuation of a free feature or for the loss of Virtual Items that have no real-world value, and Section 22 and the Terms apply.

9. DEVICE PERMISSIONS, CONNECTIVITY AND TELEMETRY

9.1 Connectivity. The Software requires an internet connection for core features, including login, synchronization of balances with the VR Social Casino, purchase validation, Rewarded Video Ads and server-authoritative gameplay. Offline use may be limited or impossible. You are responsible for connectivity charges.

9.2 Permissions. The Software may request permission to use device features such as notifications, network access, the advertising identifier and, if a feature requires it, other capabilities. You may decline or revoke

permissions in your device settings, though some features may then be unavailable. The Software will not access your contacts, photographs, camera, microphone or precise location unless a feature that you choose to use requires it and you grant permission.

9.3 Telemetry. The Software collects and transmits technical, diagnostic and usage information, which may include device model, operating system and version, device and app identifiers, IP address, language and time-zone settings, app version, crash and performance reports, session and gameplay events, network quality, ad-delivery and ad-interaction events, and integrity and anti-fraud signals (“Telemetry”). We use Telemetry to operate, secure, support, analyze and improve the Software, to detect fraud and abuse, to deliver and measure advertising, and to comply with law.

9.4 Privacy. Our collection, use, sharing and retention of personal information, including Telemetry that identifies you or your device, is described in the Master Privacy Policy, which also explains your choices, including App Tracking Transparency on iOS, ad-personalization controls on Android, in-app privacy settings and Account deletion. Nothing in this EULA expands our rights under the Master Privacy Policy.

9.5 Push Notifications. If you enable push notifications, we may send service, security and promotional notifications to your device. You can disable them at any time in your device settings or in the Software.

10. ACCOUNTS, VIRTUAL ITEMS AND PURCHASES

10.1 Account Required. The Software requires an Account. Registration, security, the one-Account-per-person rule, Federated Login through Sign in with Apple or Sign in with Google, and Account deletion are governed by the Terms.

10.2 Virtual Items. Gold Coins, Diamonds (including Cracked Diamonds and Matured Diamonds) and other Virtual Items are licensed to you for use within the Software only. They have no real-world value, cannot be redeemed for cash or anything of value, are non-transferable, and are not property that you own. The exchange mechanics, Playthrough Requirement, forfeiture rules and prohibition of secondary markets are set out in the Terms.

10.3 Purchases. In-app purchases in the Mobile Apps are processed solely through Apple In-App Purchase or Google Play Billing, as applicable. No purchases are available through the Web Client. Payment, taxes, refunds and billing disputes are governed by the Platform Store Terms and by the Terms.

10.4 No Loot Boxes. The Software does not contain loot boxes or other randomized item containers.

10.5 Synchronization. Your Account and balances are synchronized with the Alto Lusso Virtual Reality Social Casino as described in the Terms. Synchronization depends on connectivity and may be delayed.

11. ADVERTISING AND THIRD-PARTY SDKS

11.1 Advertising. The Software displays advertising through Google AdMob (Mobile Apps) and Google AdSense (Web Client) and offers optional Rewarded Video Ads that you may choose to watch in exchange for Gold Coins. Advertising is supplied by third parties, and we do not control or endorse its content.

11.2 Ad Controls. You may control personalized advertising as described in the Master Privacy Policy. Declining personalized advertising does not affect your license or access to gameplay.

11.3 Prohibited Interference. You may not click on advertisements fraudulently, falsify or automate ad impressions, completions or reward claims, or use tools that interfere with ad delivery or measurement.

11.4 Third-Party SDKs. The Software integrates third-party software development kits, including advertising, authentication, analytics and crash-reporting components. Those components are provided under their own terms, and their providers may collect data as described in the Master Privacy Policy and their own privacy policies.

12. THIRD-PARTY SOFTWARE AND OPEN-SOURCE COMPONENTS

12.1 Third-Party Software. The Software includes software owned by third parties and licensed to us. Those licensors may enforce their rights against you directly if you breach the restrictions that apply to their software.

12.2 Open Source. Certain components of the Software are licensed under open-source licenses. A list of those components and their license terms is available in the Software or at <https://www.altolussocasino.com>. To the extent an open-source license requires that its terms, rather than this EULA, apply to a component, those terms apply to that component, and nothing in this EULA restricts your rights under them or imposes restrictions beyond them.

13. THIRD-PARTY SERVICES AND PLATFORM STORES

13.1 Third-Party Services. The Software depends on and interoperates with third-party services, including Platform Stores, identity providers (Apple and Google), advertising networks, cloud infrastructure and your mobile carrier or internet provider. We do not control those services and are not responsible for them, for their availability, or for their acts or omissions.

13.2 Platform Store Compliance. You must comply with the Platform Store Terms applicable to the version of the Software you obtained. We may suspend or restrict your use of the Software if a Platform Partner requires or requests it, if a Platform Store removes the Software, or if your Platform Store account is terminated or suspended.

13.3 Links. The Software may link to third-party sites and services. We do not endorse them and are not responsible for their content or practices.

14. USER CONTENT AND COMMUNICATIONS

14.1 Your Content. To the extent the Software or the Account allows you to create or submit content, such as an avatar, display name or message, you retain whatever ownership rights you have in it, and you grant us the license described in the Terms to use it for operating, improving and promoting the Software.

14.2 Standards. You are responsible for your content and communications and must not submit content that is unlawful, infringing, defamatory, harassing, hateful, obscene, sexually explicit, deceptive, or that violates the Terms. We may moderate, remove or restrict content and may suspend access to communication features.

14.3 Reporting. You may report abusive content or conduct through the Software or by emailing support@altolussocasino.com.

15. AGE RESTRICTION AND DEVICE-LEVEL CONTROLS

15.1 18+ Only. The Software contains simulated gambling and is restricted to persons aged 18 and older, regardless of the minimum age set by any Platform Store, rating system or local law and regardless of any parental setting. You represent and warrant that you are at least 18.

15.2 Content Ratings. The Software has been rated through the International Age Rating Coalition and the rating systems of the Platform Stores as described in the Terms. Those ratings reflect simulated gambling content and do not indicate that real-money gambling is offered.

15.3 Parental and Device Controls. Parents and guardians can use the parental-control, screen-time and purchase-restriction tools provided by Apple, Google and device manufacturers to prevent minors from installing the Software or making purchases. We encourage their use. If you are a parent or guardian and believe that a minor is using the Software, contact policy@altolussocasino.com and we will act as described in the Master Privacy Policy.

16. RESPONSIBLE PLAY, HEALTH AND SAFETY

16.1 Entertainment Only. The Software is for entertainment. Simulated results do not indicate or predict real-world gambling outcomes.

16.2 Responsible Play. Casino-style games can be absorbing. Take regular breaks, play within time limits that you set, and stop if play stops being enjoyable. You can request a timeout or self-exclusion at any time by contacting support@altolussocasino.com. See also the Company's Responsible Play Policy available in the Software.

16.3 Photosensitivity Warning. A very small percentage of people may experience seizures, blackouts or other symptoms when exposed to flashing lights, patterns or rapid visual effects, including those in video games, even with no history of such conditions. The Software contains animations and visual effects that may trigger such symptoms. If you or any family member has an epileptic condition or has experienced symptoms of this kind, consult a doctor before using the Software. Stop playing immediately and consult a doctor if you experience dizziness, altered vision, eye or muscle twitching, loss of awareness, disorientation, involuntary movement or convulsions.

16.4 Physical Safety. Do not use the Software while driving, cycling, operating machinery or doing anything that requires your attention. Be aware of your surroundings when using a mobile device. You are responsible for any charges and any consequences of using the Software in unsafe circumstances.

16.5 Support Resources. If you are concerned about your own gambling behavior or that of someone you know, resources are available from organizations such as the National Council on Problem Gambling (ncpgambling.org, helpline 1-800-GAMBLER in the United States). These are independent organizations, and we do not control their services.

17. EXPORT CONTROLS, SANCTIONS AND US GOVERNMENT END USERS

17.1 Export and Sanctions Compliance. The Software is subject to United States export control and economic sanctions laws and may be subject to the laws of other countries. You may not download, use, export, re-export or transfer the Software in violation of those laws. You represent and warrant that you are not located in, under the control of, or a national or resident of any country or territory that is the target of comprehensive sanctions or embargoes imposed by the United States, and that you are not identified on any United States government list of prohibited or restricted parties, including the Specially Designated Nationals and Blocked Persons List.

17.2 US Government End Users. The Software and Documentation are "commercial computer software" and "commercial computer software documentation" within the meaning of 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202. If you are a US Government end user, you acquire only the rights granted to other end users under this EULA, and all use is subject to its terms.

18. TERM, TERMINATION AND SUSPENSION

18.1 Term. This EULA starts when you first install, access or use the Software, or accept this EULA, and continues until terminated in accordance with this Section.

18.2 Termination by You. You may terminate this EULA at any time by deleting your Account (as described in the Terms), uninstalling the Mobile Apps, and ceasing use of the Web Client. Deleting an Account forfeits all unspent Virtual Items as stated in the Terms.

18.3 Termination or Suspension by Us. We may suspend, restrict or terminate your license and access to the Software, with or without notice, if you breach this EULA or the Terms; if required by law, a court, a regulator or a Platform Partner; if we discontinue the Software; or if we reasonably believe that your use creates a security, legal or reputational risk or harms other users. Where practicable and lawful, we will tell you why.

18.4 Effect of Termination. Upon termination of this EULA for any reason: (a) your license ends immediately; (b) you must stop using the Software and delete all copies from your devices; (c) rights and obligations that have accrued, and those that by their nature should survive, remain in effect, including Sections 4, 6, 12 (as to third-party terms), 17, 18.4, 22, 23, 24, 25, 28, 29 and 31; and (d) the Terms govern the treatment of your Virtual Items and Account.

19. NO PROFESSIONAL ADVICE; NO REAL-MONEY GAMBLING

The Software does not provide gambling, financial, tax or legal advice. The Software does not accept bets of money or anything of value, and does not provide any means to win money, prizes or anything of value. No Virtual Item has any cash or real-world value, in any tier or condition, whether acquired by purchase, by exchange or by gameplay.

20. LICENSE FOR ACCESSIBILITY AND SUPPORT

We aim to make the Software usable by as many adults as possible and welcome feedback about accessibility at support@altolussocasino.com. Support for the Software is provided as described in the Terms. We have no obligation to provide support, maintenance or Updates for any specific device, version or period, except as required by law.

21. INTELLECTUAL PROPERTY COMPLAINTS

If you believe that content available through the Software infringes your copyright, send a notice containing the information required by 17 U.S.C. § 512(c)(3) to our designated agent at policy@altolussocasino.com or Alto Lusso LLC, Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US. We may terminate the Accounts of repeat infringers in appropriate circumstances. Misrepresentations in a notice may expose the sender to liability.

22. DISCLAIMER OF WARRANTIES

22.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, THE DOCUMENTATION AND ALL ASSOCIATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ALTO LUSO AND ITS LICENSORS, SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

22.2 WITHOUT LIMITING THE FOREGOING, ALTO LUSO DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE SOFTWARE OR ITS SERVERS ARE FREE OF VIRUSES OR HARMFUL COMPONENTS; THAT SYNCHRONIZATION WITH THE VR SOCIAL CASINO WILL BE CONTINUOUS OR ACCURATE; OR THAT ANY SIMULATED OUTCOME, ODDS OR RESULT IS ACCURATE, PREDICTIVE OR CONSISTENT.

22.3 Jurisdictional Limits. Some jurisdictions do not allow the exclusion of certain warranties, so parts of this Section may not apply to you. In that case, the exclusion applies to the fullest extent permitted by law, and any warranty that cannot be excluded is limited, where the law allows, to the shortest permitted period.

23. LIMITATION OF LIABILITY

23.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALTO LUSO, ITS AFFILIATES, OR THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,

EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL OR VIRTUAL ITEMS, OR FOR THE COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

23.2 ALTO LUSSO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA AND THE SOFTWARE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID THROUGH PLATFORM STORES FOR VIRTUAL ITEMS IN THE THIRTY (30) DAYS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (USD \$100). THIS LIMIT IS THE SAME LIMIT AS IN SECTION 22 OF THE TERMS AND DOES NOT ADD TO IT.

23.3 THE EXCLUSIONS AND LIMITATIONS IN THIS EULA REFLECT AN AGREED ALLOCATION OF RISK AND ARE A BASIC PART OF THE BASIS OF THE BARGAIN. THEY APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

23.4 Non-Excludable Liability. Nothing in this EULA excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence where the law forbids exclusion, for fraud or fraudulent misrepresentation, or for gross negligence or willful misconduct.

24. INDEMNIFICATION

To the extent permitted by law, you agree to defend, indemnify and hold harmless Alto Lusso, its affiliates, and their respective members, managers, officers, directors, employees, agents, licensors and suppliers from and against any claim, loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of or related to: (a) your breach of this EULA or the Terms; (b) your use of the Software in violation of law or of any third party's rights; (c) your use of the Software on a modified, jailbroken or rooted device, or with unauthorized tools; or (d) content you submit through the Software. We may assume the exclusive defense and control of any matter subject to indemnification, and you will cooperate with us.

25. JURISDICTION-SPECIFIC PROVISIONS

25.1 Consumer Rights Preserved. If you are a consumer, nothing in this EULA affects your statutory rights that cannot be waived by contract under the law of the place where you live.

25.2 European Economic Area and United Kingdom. If you are a consumer in the EEA or the United Kingdom and, despite the 18+ restriction and our global availability terms, you are lawfully using the Software, then (a) mandatory consumer-protection laws of your country of residence continue to apply to you; (b) where the law gives you a statutory right to withdraw from a contract for digital content or services, you acknowledge that the right to withdraw may be lost once supply of digital content has begun with your prior express consent and acknowledgement, as permitted by law; and (c) the exclusions in Sections 22 and 23 apply only to the extent permitted by those laws.

25.3 Australia. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this EULA excludes, restricts or modifies any such guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

25.4 California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210. The Software is offered by Alto Lusso LLC, Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US.

25.5 Other Jurisdictions. Some jurisdictions do not allow certain limitations of liability, disclaimers or waivers, so parts of this EULA may not apply to you. In those jurisdictions, our liability is limited to the fullest extent permitted by law.

26. APPLE APP STORE MINIMUM TERMS

This Section applies only to the Apple App. In addition to the rest of this EULA, you acknowledge and agree that:

- ***Acknowledgement.*** This EULA is concluded between you and Alto Lusso only, and not with Apple. Alto Lusso, not Apple, is solely responsible for the Apple App and the content thereof.
- ***Scope of License.*** The license granted to you for the Apple App is limited to a non-transferable license to use it on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the Apple App may be accessed and used by other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing only if permitted by those rules and consistent with Section 3.2 and the 18+ restriction.
- ***Maintenance and Support.*** Alto Lusso, and not Apple, is solely responsible for providing any maintenance and support services with respect to the Apple App, as specified in this EULA or as required under applicable law. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App.
- ***Warranty.*** Alto Lusso is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Apple App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Apple App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Alto Lusso's sole responsibility.
- ***Product Claims.*** Alto Lusso, not Apple, is responsible for addressing any claims by you or any third party relating to the Apple App or your possession and use of it, including (i) product liability claims; (ii) any claim that the Apple App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, including in connection with the Apple App's use of the HealthKit and HomeKit frameworks, if applicable.
- ***Intellectual Property Rights.*** In the event of any third-party claim that the Apple App or your possession and use of it infringes that third party's intellectual property rights, Alto Lusso, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of the claim.
- ***Legal Compliance.*** You represent and warrant that (i) you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.
- ***Developer Name and Address.*** Questions, complaints or claims with respect to the Apple App should be directed to Alto Lusso LLC, Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US, policy@altolussocasino.com.
- ***Third-Party Terms of Agreement.*** You must comply with applicable third-party terms of agreement when using the Apple App, for example your wireless data service agreement.

- ***Third-Party Beneficiary.*** Apple and its subsidiaries are third-party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary.

27. GOOGLE PLAY TERMS

This Section applies only to the Android App. You acknowledge that: (a) this EULA is between you and Alto Lusso only, and not with Google; (b) Google is not responsible for the Android App, its content, or any maintenance, support or warranty for it, to the extent permitted by law; (c) purchases of Virtual Items in the Android App are processed solely through Google Play Billing and are subject to the Google Play Terms of Service and Google Play's Payments policy, and any refund of money is governed by Google Play's policies; (d) you will comply with the Google Play Terms of Service and any other third-party terms that apply to your use of the Android App; and (e) Alto Lusso, not Google, is responsible for addressing claims relating to the Android App and your use of it.

28. THIRD-PARTY BENEFICIARIES

Apple Inc. and its subsidiaries, and Google LLC and its affiliates, are third-party beneficiaries of this EULA. Upon your acceptance of this EULA, each of Apple and Google has the right, and will be deemed to have accepted the right, to enforce this EULA against you as a third-party beneficiary, in the case of Apple with respect to the Apple App and in the case of Google with respect to the Android App. Except as stated in this Section and in Section 4.1 as to our licensors, this EULA does not create rights for any other third party, and the consent of Apple or Google is not required to amend or terminate this EULA.

29. GOVERNING LAW, DISPUTES AND ARBITRATION

29.1 Governing Law. This EULA is governed by the laws of the State of California, without regard to conflict-of-laws principles, and, as to the arbitration provisions, by the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

29.2 Disputes. Any Dispute arising out of or relating to this EULA or the Software is subject to the informal-resolution, binding individual arbitration, class action waiver, opt-out and venue provisions in Section 26 of the Terms, which are incorporated here by reference. If you validly opt out of arbitration under the Terms, that opt-out applies to this EULA. Where the Terms provide for court proceedings, the exclusive venue is the state and federal courts located in the State of Delaware.

29.3 Injunctive Relief. You acknowledge that a breach of Sections 4 or 6 may cause Alto Lusso irreparable harm for which damages would be inadequate, and that Alto Lusso may seek injunctive or other equitable relief in court to protect Alto Lusso IP without posting a bond, to the extent permitted by law.

29.4 Platform Partners. This Section does not limit any right you have against Apple or Google under the Platform Store Terms or applicable law.

30. CHANGES TO THIS EULA

We may modify this EULA from time to time, for example to reflect changes in the Software, law, Platform Store requirements or our practices. We will post the updated EULA with a new Effective Date and, for material changes, notify you through the Software, on our website or by email. Changes apply prospectively. If you do not agree to a material change, you must stop using the Software and may delete your Account. Your continued use after the effective date of the change means you accept it, to the extent permitted by law.

31. NOTICES AND ELECTRONIC CONTRACTING

31.1 Electronic Agreement. You agree that this EULA is a binding contract formed electronically, that your acceptance through the Software, a Platform Store or the Web Client is your electronic signature, and that we may deliver notices to you electronically through the Software, on our website or by email to the address associated with your Account.

31.2 Notices to Us. Notices to us must be sent to policy@altolussocasino.com or to Alto Lusso LLC, Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US. Notices of arbitration opt-out must be sent as provided in the Terms.

32. GENERAL PROVISIONS

32.1 Entire Agreement. This EULA, the Terms, the Master Privacy Policy and any rules incorporated into them are the entire agreement between you and Alto Lusso about the Software and supersede all prior and contemporaneous understandings on that subject.

32.2 Severability. If any provision of this EULA is held invalid or unenforceable, it will be enforced to the maximum extent permissible and, where necessary, reformed to reflect our intent as closely as the law allows, and the remaining provisions will remain in full force and effect.

32.3 No Waiver. Our failure to enforce any right or provision is not a waiver of it. A waiver is effective only if in writing and signed by an authorized representative of Alto Lusso.

32.4 Assignment. You may not assign or transfer this EULA or any right under it, by operation of law or otherwise, without our prior written consent, and any attempted assignment is void. We may assign or transfer this EULA, in whole or in part, without notice, including in connection with a merger, acquisition, reorganization or sale of assets.

32.5 Force Majeure. We are not liable for any failure or delay caused by events beyond our reasonable control, including natural disasters, war, terrorism, civil unrest, pandemics, governmental action, labor disputes, failures of Platform Stores, cloud, telecommunications or power services, or cyberattacks.

32.6 Relationship of Parties. Nothing in this EULA creates a partnership, joint venture, agency, franchise, fiduciary or employment relationship between you and Alto Lusso.

32.7 Language. The English version of this EULA is the legally binding version. Any translation is provided for convenience only, and if there is a conflict, the English version controls.

32.8 Interpretation; No Construction Against Drafter. This EULA will be interpreted according to its fair meaning and not strictly for or against either party.

32.9 Survival. The provisions that by their nature should survive termination or expiry will survive, including those listed in Section 18.4.

32.10 Reservation of Rights. All rights not expressly granted in this EULA are reserved by Alto Lusso and its licensors.

33. CONTACT INFORMATION

Alto Lusso LLC, a Delaware Limited Liability Company

General Inquiries and Support: support@altolussocasino.com

Legal Notices, Privacy, IP Complaints and Apple App Developer Contact: policy@altolussocasino.com

Mailing Address: Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US

Account Deletion: <https://www.altolussocasino.com/delete-account>

ANNEX 1: APP STORE METADATA SUMMARY

This summary is provided for display in the license-agreement or metadata field of a Platform Store listing. It is a summary only. The full EULA, the Terms of Service and the Master Privacy Policy govern.

Alto Lusso Games is a simulated social casino game for entertainment only, for players aged 18 and over. No real money or prizes can be won or lost, and virtual coins and diamonds have no real-world value and cannot be cashed out. Your use of Alto Lusso Games is governed by the End User License Agreement, Terms of Service and Master Privacy Policy of Alto Lusso LLC, available at <https://www.altolussocasino.com>. The license is limited, personal, non-transferable and revocable. Apple (for the iOS version) and Google (for the Android version) are third-party beneficiaries of the End User License Agreement and may enforce it against you, but are not responsible for the software, its support or its content. In-app purchases are processed only by Apple or Google.

Questions and complaints: policy@altolussocasino.com.