

Alto Lusso Games TERMS OF SERVICE

Alto Lusso LLC | Effective Date: October 17, 2026

SECTION 1: INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms of Service (the “Terms”) are a binding legal contract between you and Alto Lusso LLC, a Delaware limited liability company (“Company,” “Alto Lusso,” “we,” “us,” or “our”). The Terms govern your access to and use of Alto Lusso Games, including the iOS application, the Android application, the web version, and all related features, content and online services (collectively, the “Game” or “Platform”). The Terms also govern your use of your unified Alto Lusso Account.

SIMULATED GAMBLING DISCLOSURE. Alto Lusso Games IS A SOCIAL CASINO GAME FOR ENTERTAINMENT PURPOSES ONLY AND IS INTENDED FOR PERSONS AGED 18 AND OLDER. THE GAME DOES NOT OFFER REAL-MONEY GAMBLING OF ANY KIND. NO REAL MONEY OR ANYTHING OF REAL-WORLD VALUE CAN BE WON OR LOST THROUGH GAMEPLAY. ALL GOLD COINS, DIAMONDS AND OTHER VIRTUAL ITEMS HAVE NO REAL-WORLD MONETARY VALUE AND CANNOT BE CASHED OUT, REDEEMED FOR PRIZES, OR EXCHANGED FOR MONEY OR ANY ITEM OF VALUE. SIMULATED GAME OUTCOMES DO NOT REFLECT OR PREDICT THE ODDS, PROBABILITIES OR RESULTS OF REAL-MONEY GAMBLING. SUCCESS AT SIMULATED GAMES DOES NOT IMPLY FUTURE SUCCESS AT REAL-MONEY GAMBLING.

By downloading, installing, accessing or using the Platform, or by creating or signing in to an Account, you acknowledge that you have read, understood and agree to be bound by these Terms, the End User License Agreement for Alto Lusso Games (the “EULA”), and the Alto Lusso Master Privacy Policy. **IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE PLATFORM.**

We may update these Terms from time to time. We will notify you of material changes through the Platform or by email. Your continued use of the Platform after the effective date of an update constitutes acceptance of the revised Terms. You are responsible for keeping your contact information current.

SECTION 2: ELIGIBILITY

2.1 Age Requirement. The Platform is restricted to individuals who are at least eighteen (18) years of age, regardless of the age of majority in your jurisdiction and regardless of any lower age rating assigned by any app store or regional rating body. By accessing or using the Platform you represent and warrant that you are 18 or older. We may use age-screening and age-verification mechanisms and may request proof of age at any time.

2.2 Geographic Availability. Alto Lusso Games is a standard video game product made available globally except where prohibited by applicable law. You are solely responsible for ensuring that your use of the Platform complies with all laws applicable to you. Persons located in, or ordinarily resident in, a country or territory that is the target of comprehensive sanctions or embargoes, and persons identified on any applicable government restricted-party list, may not use the Platform.

2.3 Representations. You represent, warrant and agree that: (a) you are at least 18 years old and legally permitted to use the Platform in your jurisdiction; (b) you will use the Platform solely for personal, recreational and entertainment purposes; (c) all information you provide to us is accurate, current and complete; (d) you will not use the Platform for any unlawful purpose or in violation of these Terms; and (e) you will promptly notify us if any of these representations ceases to be accurate.

2.4 Ineligible Persons. Employees, officers, directors, managers, members and agents of the Company and its affiliates, and their immediate family and household members, are not eligible to participate in promotions or competitions hosted on the Platform.

2.5 Age Confirmation at Registration. To register an Account you must enter your exact date of birth and check a box confirming that you are at least eighteen (18) years of age. We will not allow registration if the date of birth you enter shows that you are under 18. You represent that the date of birth you enter is true and correct, and entering a false date of birth or checking the box when you are under 18 is a breach of these Terms. We use your date of birth to verify your age and, as described in Section 13.3, to tailor promotions to you during your birthday month.

SECTION 3: CONTENT RATINGS AND IARC NOTICE

Alto Lusso Games has received content ratings through the International Age Rating Coalition ("IARC") and the rating systems of the app stores on which it is distributed, which may include ESRB Mature, PEGI 18 and USK 18 or their regional equivalents, because the Game contains simulated gambling. You acknowledge and agree that: (a) these ratings reflect the Game's simulated gambling mechanics and do not indicate that real-money gambling is offered; (b) the Game does not offer real-money gambling; and (c) access to the Platform remains restricted to individuals aged 18 and older irrespective of any different or lower rating displayed in any regional store, rating database or parental-control system.

SECTION 4: DEFINITIONS

"Account" means your registered Alto Lusso Account, which is the unified account used for Alto Lusso Games on iOS, Android and web.

"Apple" means Apple Inc. **"Google"** means Google LLC. **"Platform Store"** means the Apple App Store, Google Play Store, or any other digital distribution service through which the Game is made available. **"Platform Partner"** means the operator of a Platform Store.

"Gold Coins" means the standard simulated play currency used to play casino-style games in the Platform, as further described in Section 7.

"Diamonds" means the premium closed-loop virtual currency described in Section 7. **"Cracked Diamonds"** means Diamonds in the condition in which they are first credited to your Account, before the Playthrough Requirement has been satisfied. **"Matured Diamonds"** means Diamonds for which the Playthrough Requirement has been satisfied.

"Playthrough Requirement" has the meaning given in Section 7.4.

"Virtual Items" means Gold Coins, Diamonds (in every condition), and all other virtual in-game currency, items, features or digital content available on the Platform.

"Content" means all text, graphics, interfaces, trademarks, logos, sounds, music, artwork, virtual environments, computer code and other material used, displayed or available as part of the Platform.

"Rewarded Video Ad" means an optional video advertisement that you may elect to watch in exchange for a grant of Gold Coins.

"Ad Network" means a third-party advertising service integrated with the Platform, including Google AdMob and Google AdSense.

"Dispute" means any claim, controversy or dispute between you and the Company arising out of or relating to the Platform or these Terms.

"User," "Player" or "you" means any person who accesses or uses the Platform.

SECTION 5: UNIFIED ACCOUNT AND CROSS-PLATFORM SYNCHRONIZATION

5.1 Unified Account. Alto Lusso Games uses the unified Alto Lusso Account. Your login credentials, profile and Virtual Item balances are shared and synchronized between Alto Lusso Games on iOS, Android and web. A balance earned, purchased or spent on one platform will be reflected on the others, subject to the synchronization rules below.

5.2 Synchronization. Synchronization requires an internet connection and may be delayed, interrupted or temporarily unavailable. The Company's servers are the sole authoritative record of your Account and balances. If a balance displayed on your device differs from the server record, the server record controls. We are not liable for delays or failures in synchronization.

5.3 One Account Per Person. You may maintain only one (1) active Account. Creating multiple Accounts to circumvent restrictions or obtain unfair benefits is prohibited, and duplicate Accounts may be suspended, merged or closed. You may not share your Account or allow any other person to use it.

5.4 Registration and Credentials. To register you must provide accurate and complete information, which includes your email address, your exact date of birth (see Section 2.5) and a username and password, or you may register through Sign in with Apple or Sign in with Google (each a "Federated Login"). Passwords must be at least eight (8) characters. If you use a Federated Login, you remain subject to the terms of the relevant provider, and loss of access to your provider account may affect your access to your Account. You are solely responsible for the confidentiality of your credentials and for all activity under your Account, and must notify us immediately at support@altolussocasino.com if you suspect unauthorized use. We recommend enabling multi-factor authentication where available.

5.5 Identity Verification. We do not require identity verification at standard registration. We reserve the right to request government-issued identification, proof of age or other information that we reasonably consider necessary for age verification, fraud prevention, legal compliance, dispute resolution or Account security. Failure to provide requested information within a reasonable time may result in restrictions on, or suspension of, your Account.

5.6 Platform-Specific Differences. Certain features may be available on some platforms and not others. In particular, the web version of Alto Lusso Games is available for gameplay only, and purchases are not available on the web version (see Section 8.4).

SECTION 6: LICENSE

6.1 Limited License. Subject to your continued compliance with these Terms and the EULA, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable and limited license to install and use the mobile applications and to access the web version solely for your personal, non-commercial entertainment. The EULA is incorporated into these Terms by reference. If there is a conflict between the EULA and these Terms as to the license to the software, the EULA controls; in all other respects these Terms control.

6.2 No Other Rights. These Terms do not grant you any right, title or interest in the Platform or Content beyond the limited license in this Section.

6.3 Automatic Termination. The license terminates automatically if you breach these Terms.

SECTION 7: DUAL-CURRENCY RULES

7.1 Nature of Virtual Items. Virtual Items have no real-world monetary value. They may be used only within the Platform for their designated purposes. Virtual Items are non-transferable, non-convertible into money, goods or services, and do not expire, except as provided in Sections 10.5, 15 and 16. Acquiring Virtual Items is the purchase of a limited license to use virtual content within the Platform only. You have no ownership or property interest in any Virtual Item; all Virtual Items remain the property of the Company, subject to the license in Section 6. The Platform contains no loot boxes or randomized item containers.

7.2 Gold Coins. Gold Coins are the standard simulated play currency used to play casino-style games. You may acquire Gold Coins by: (a) a registration bonus; (b) daily login rewards; (c) watching Rewarded Video Ads under Section 9; (d) in-app purchase through Apple In-App Purchase or Google Play Billing; (e) exchanging Diamonds under Section 7.5; and (f) promotional offers, events or codes issued by the Company. Gold Coins are a closed-loop currency, have zero real-world value, and cannot be redeemed for cash, prizes or real goods. Gold Coins are not a stored-value product, deposit or financial instrument.

7.3 Diamonds and Cracked Diamonds. Diamonds are a premium closed-loop virtual currency. You may acquire Diamonds exclusively by (a) in-app purchase through Apple In-App Purchase (iOS) or Google Play Billing (Android), or (b) winning them in eligible diamond-tier gameplay modes identified as such in the Game. Diamonds acquired by purchase are credited to your Account as Cracked Diamonds. Diamonds won in eligible diamond-tier gameplay modes are credited in the condition displayed in your Account at the time of the award. Diamonds are used solely to be exchanged for Gold Coins as described below and, where the Game so indicates, to participate in eligible diamond-tier gameplay modes.

7.4 Playthrough Requirement. A Cracked Diamond becomes a Matured Diamond when you satisfy the “Playthrough Requirement” for it: simulated gameplay in the Platform’s eligible diamond-tier gameplay modes with total simulated stakes equal, on a one-to-one basis, to the number of Cracked Diamonds you wish to mature (a 1:1 turnover). Playthrough progress is tracked by the Company’s servers and displayed in your Account. Only simulated play in eligible modes counts toward the Playthrough Requirement; the Company determines which modes are eligible and may display eligibility in the Game. The Playthrough Requirement operates exclusively within the closed-loop virtual economy to determine the exchange rate at which a Diamond may be converted into simulated Gold Coins. It does not create any right to payment, withdrawal or redemption.

7.5 Exchange Rates. Subject to these Terms, the following exchange tiers apply:

- **Tier 1 (Immediate Exchange).** You may at any time exchange one (1) Cracked Diamond for one hundred thousand (100,000) Gold Coins.
- **Tier 2 (Post-Playthrough Exchange).** Once the Playthrough Requirement has been satisfied for a Diamond, you may exchange that Matured Diamond for one million (1,000,000) Gold Coins.

An exchange is final and irreversible once confirmed. A Diamond that has been exchanged cannot be recovered. The Company may change exchange rates and the Playthrough Requirement prospectively by notice in the Platform, but will not retroactively reduce the exchange value of a Matured Diamond already in your Account unless required by law.

7.6 No Cash-Out or Real-World Value. NEITHER GOLD COINS NOR DIAMONDS, IN ANY CONDITION, MAY BE REDEEMED, WITHDRAWN, CASHED OUT OR TRANSFERRED FOR REAL FIAT CURRENCY, CRYPTOCURRENCY, PHYSICAL GOODS, GIFT CARDS, PRIZES OR ANY EXTERNAL VALUE, UNDER ANY TIER OR CIRCUMSTANCE.

7.7 Secondary Markets Prohibited. You may not sell, purchase, trade, gift, lend, auction, broker, transfer or otherwise exchange Virtual Items, Accounts, Account access or login credentials for money or anything of value, whether on or off the Platform, including on any third-party website, marketplace, social media channel, messaging group or forum. Any such transaction is void. Third-party sellers of Virtual Items or Accounts are not authorized by the Company, and the Company may suspend or terminate any Account involved and cancel the Virtual Items concerned without compensation.

7.8 Promotional Codes. Promotional codes: (a) must be used lawfully and for their intended purpose; (b) may not be duplicated, sold or transferred unless expressly permitted; (c) may be disabled by the Company at any time; (d) have no cash value; and (e) may expire. The Company may revoke benefits obtained through misuse or fraud.

SECTION 8: PURCHASES, APP STORES AND PAYMENTS

8.1 Apple In-App Purchase. Purchases of Virtual Items on iOS are processed solely through Apple In-App Purchase (StoreKit). Apple's terms govern those transactions.

8.2 Google Play Billing. Purchases of Virtual Items on Android are processed solely through Google Play Billing, in compliance with Google Play's Payments policy. Google's terms govern those transactions.

8.3 Payment Routing and Off-Platform Payments Prohibited. All payments for Virtual Items made in the mobile applications are routed exclusively through the billing system of the applicable Platform Store. The Company does not directly process, receive or store your payment card or billing credentials. We do not offer, and you must not attempt to use, any link, code, website, third-party seller or other mechanism to purchase Virtual Items outside the applicable Platform Store billing system. Any off-platform payment link or offer purporting to come from the Company or the Game is unauthorized.

8.4 No Purchases on Web. The web version of Alto Lusso Games is for gameplay only. No in-game purchases or payment processing are available on the website. Balances purchased through a mobile application are synchronized to your Account and are available on the web version.

8.5 Refunds and Payment Queries. Because purchases are processed by Platform Partners, queries about transactions and any request for a refund of money must be directed to the relevant Platform Partner and are governed by its policies. Purchases of Virtual Items are otherwise final to the extent permitted by law and by the applicable Platform Store's policies.

8.6 Missing Virtual Items. If you do not receive Virtual Items after a completed purchase, contact support@altolussocasino.com with your Account username and transaction details. Because the Company does not process payments, any "refund" we provide means crediting your Account with the relevant Virtual Items and is not a refund of money.

8.7 Taxes. You are solely responsible for any taxes applicable to your use of the Platform. The Company does not provide tax or legal advice.

SECTION 9: REWARDED VIDEO ADS AND THIRD-PARTY AD NETWORKS

9.1 Rewarded Video Ads. You may choose to watch Rewarded Video Ads to earn a grant of Gold Coins. Watching is entirely optional. Availability, frequency, the amount of any reward and eligibility may vary by device, region, time and ad inventory, and may be limited, changed or withdrawn at any time. A reward is granted only when an advertisement is viewed through to completion as determined by the Ad Network and our servers. The Company is not obligated to provide a reward if no ad is available or if an ad fails to load or complete.

9.2 Anti-Manipulation. You must not use bots, scripts, emulators, automated tools, VPNs or proxies to mask your location or device, ad blockers or network tools that interfere with ad delivery or reporting, or any other method to simulate, skip, repeat, falsify or manipulate ad impressions, clicks, completions or reward claims. You must not click on advertisements fraudulently. Rewards obtained through manipulation will be reversed, and the Account may be suspended or terminated.

9.3 Third-Party Advertising. The Platform integrates Google AdMob and Google AdSense. Advertisements are provided by third parties. The Company does not control, endorse or accept responsibility for the content or claims of any third-party advertisement or for the products, services or websites advertised. Your dealings with any advertiser are solely between you and the advertiser. Advertisements are not directed at minors. The collection and use of data by Ad Networks is described in the Master Privacy Policy, and Ad Networks' own policies also apply. You may manage ad personalization as described in the Master Privacy Policy.

SECTION 10: GAMEPLAY

10.1 Social Casino Gameplay. Alto Lusso Games offers casino-style games, which may include virtual slots, poker, blackjack, roulette and related games, for entertainment and social purposes only. No real money is wagered, won or lost. Simulated outcomes do not reflect or predict real-world casino odds, probabilities or results.

10.2 Game-Specific Rules. Individual games may have rules available in-game, which are incorporated into these Terms. You should read them before playing.

10.3 Game Integrity and Server Authority. The Company's servers are the sole authoritative record of gameplay, balances, Playthrough progress and Account data. **MALFUNCTION VOIDS ALL PLAYS.** The Company may void, adjust or reverse any in-game transaction resulting from a technical error, bug or exploit. You agree to notify us promptly upon discovering any malfunction or exploit and not to continue play that you know or reasonably suspect to be affected.

10.4 Social Features. To the extent the Platform enables interaction with other players, you are solely responsible for your conduct and communications. The Company may moderate, restrict or remove any player from social features.

10.5 Bugs, Glitches, Errors and Exploits. If any bug, glitch, error, malfunction, vulnerability or exploit (whether in the Platform, the Ad Networks, a Platform Store or a third-party service, and whether or not caused by you) results in you receiving or being able to obtain Gold Coins, Diamonds or any other Virtual Items that you would not otherwise have received under these Terms, including duplicated, mis-credited, unearned or unpaid-for Virtual Items, then, to the fullest extent permitted by law, the Company has the right, in its sole discretion and with or without notice, to: (a) remove, reverse or reduce those Virtual Items and any Virtual Items, rewards, Playthrough progress or other benefits derived from them, including by creating a negative balance in your Account where the Virtual Items have already been spent or exchanged; (b) void the affected gameplay, exchanges and transactions; (c) suspend, restrict or permanently ban your Account; and (d) forfeit all Virtual Items and progress associated with a suspended or banned Account, as provided in Section 16. You must not use, share or disclose any such bug, glitch, error or exploit other than by reporting it to us promptly at support@altolussocasino.com. The Company's determination that a bug, glitch, error or exploit has occurred, and of the Virtual Items affected, is final, subject to applicable law. These rights apply whether the Virtual Items were obtained intentionally or inadvertently, and are in addition to the Company's other rights and remedies under these Terms and the EULA.

SECTION 11: RESPONSIBLE PLAY

Although the Platform does not involve real-money gambling, casino-style games can be engaging for some users, and the Company supports responsible play. You may request a timeout or self-exclusion at any time by contacting support@altolussocasino.com. Please refer to the Company's Responsible Play Policy, available on the Platform, for further details.

SECTION 12: PROMOTIONS

All promotions, contests and events on the Platform are subject to these Terms and any promotion-specific terms published at the time. The Company may withdraw or modify any promotion without prior notice. Abuse of any promotion may result in suspension and forfeiture of related benefits.

SECTION 13: PRIVACY AND ELECTRONIC COMMUNICATIONS

13.1 Privacy Policy. The Company collects, uses and shares personal information as described in the Alto Lusso Master Privacy Policy, which is incorporated into these Terms.

13.2 Electronic Communications. You consent to receive communications from us electronically, including by email and in-Platform notifications, and agree that electronic communications satisfy any legal writing requirement.

13.3 Marketing and Birthday Promotions. You may receive marketing communications from us by email or other electronic means where permitted by law. You agree that we may use the exact date of birth you provide to tailor and target specific promotions and offers to you during your birthday month. You may unsubscribe from marketing, including birthday promotions, at any time using the mechanism in the communication, in the app under Account Settings, or by contacting support@altolussocasino.com. Where required by law, we will obtain your consent before sending marketing communications.

13.4 Text Messaging. We may send informational SMS messages as part of normal service operation where you have provided a mobile number. You may opt out at any time.

SECTION 14: CUSTOMER SUPPORT AND CONDUCT TOWARD STAFF

You may contact support at support@altolussocasino.com from the email address registered to your Account. We aim to respond within three (3) to five (5) business days. You must not use threatening, abusive, offensive or harassing language toward Company staff or other players.

SECTION 15: ACCOUNT DELETION AND CLOSURE

15.1 Self-Service Deletion. You may delete your Account at any time, without contacting us, in the app under Account Settings, or by visiting <https://www.altolussocasino.com/delete-account> and following the instructions. Deleting your Account deletes your unified Alto Lusso Account.

15.2 Effect of Deletion; Forfeiture. **UPON DELETION OF YOUR ACCOUNT, ALL UNSPENT VIRTUAL ITEMS, INCLUDING ALL GOLD COINS, CRACKED DIAMONDS AND MATURED DIAMONDS, AND ALL PROGRESS, PLAYTHROUGH PROGRESS AND OTHER IN-GAME ASSETS ASSOCIATED WITH YOUR ACCOUNT, ARE FORFEITED IN FULL, ARE NOT RECOVERABLE, AND ARE NOT SUBJECT TO ANY REFUND, CREDIT OR COMPENSATION BY THE COMPANY.** Deletion does not cancel any Platform Store subscription or entitlement; you must manage those with the relevant Platform Partner. We process deletion requests as described in the Master Privacy Policy, and may retain limited information where required by law or for legitimate purposes such as fraud prevention, dispute resolution and enforcement of these Terms.

15.3 Irreversibility. Account deletion is permanent and cannot be undone once the deletion is processed.

SECTION 16: SUSPENSION AND TERMINATION BY THE COMPANY

The Company may refuse, suspend or terminate your Account and your license at its sole discretion, including where you: violate these Terms or the EULA; provide false or misleading information; engage in harassment, abuse or threats; engage in or are suspected of fraud, cheating, ad manipulation, secondary-market activity, or the use or exploitation of any bug, glitch, error or exploit as described in Section 10.5, or any other prohibited conduct; allow another person to use your Account; violate any applicable law; or become bankrupt or insolvent. Upon suspension or termination, your license ends immediately, and all Virtual Items and progress associated with the Account are forfeited and non-recoverable. You will be liable for losses or costs incurred by the Company arising from your breach. Termination does not limit any other right or remedy of the Company.

SECTION 17: PLATFORM CHANGES, DISRUPTIONS AND SECURITY

The Company does not guarantee continuous, uninterrupted or error-free access to the Platform. We may update, suspend, modify or discontinue any part of the Platform, including any game, feature, exchange rate

or eligible mode, at any time, with or without notice, and without liability, except as required by law. We are not liable for data loss, service interruption or other harm arising from maintenance, disruptions or technical failures. Transmissions over the internet are never fully secure; we take reasonable steps to protect your personal information but cannot guarantee absolute security, and you are responsible for protecting your own devices. We may use third-party service providers to operate, improve, protect and promote the Platform, who may access your information only to perform tasks on our behalf.

SECTION 18: PROHIBITED CONDUCT

The Platform is provided for personal, non-commercial entertainment only. You agree not to engage in any of the conduct listed in Annex A or any of the following: (a) violating any applicable law or regulation; (b) accessing or using the Platform if you are under 18; (c) creating multiple Accounts or sharing an Account; (d) using bots, scripts, macros, emulators, automation tools or any device or system to gain an unfair advantage or to manipulate gameplay, Playthrough progress or Rewarded Video Ads; (e) hacking, reverse engineering, decompiling, packet sniffing, or attempting to extract source code or exploit client-side data; (f) running the Game on a jailbroken or rooted device or modified client; (g) exploiting bugs, glitches, errors or malfunctions, including to obtain Virtual Items (see Section 10.5); (h) selling, buying, trading, transferring or commercializing Accounts or Virtual Items in any manner, including through any secondary market; (i) attempting to purchase Virtual Items outside the Platform Store billing systems; (j) using the Platform for money laundering or any unlawful financial activity; (k) harassing, threatening, defaming or abusing other players or Company staff; (l) introducing malware or malicious code; (m) infringing the intellectual property rights of the Company or any third party; (n) colluding to manipulate gameplay; (o) providing false or misleading information to the Company; (p) attempting unauthorized access to the Platform or to other users' Accounts; (q) circumventing any moderation, security or geographic restriction; (r) using the Platform for any commercial purpose without our prior written consent; (s) framing or enclosing any part of the Platform without written consent; and (t) scraping, data mining or harvesting user information or Platform data. The Company may investigate suspected violations and take any action it considers appropriate, including suspension, reversal or cancellation of Virtual Items, and referral to law enforcement.

SECTION 19: INTELLECTUAL PROPERTY AND SUBMISSIONS

All right, title and interest in the Platform and its Content, including software, source code, game mechanics, virtual environments, audiovisual elements, designs, trademarks, service marks and logos (the "Alto Lusso IP"), are owned by Alto Lusso LLC or its licensors and protected by applicable intellectual property laws. Your use of the Platform grants you no intellectual property rights. You may not copy, modify, reproduce, distribute, reverse engineer, decompile, disassemble or create derivative works of any portion of the Platform or Alto Lusso IP without our express written consent. Third-party trademarks displayed on the Platform belong to their owners.

You grant the Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable license to use, reproduce, modify and display any content, feedback, ideas or communications you submit or publish through the Platform or any Company-operated channel, for the purpose of operating, improving and promoting the Platform, to the extent permitted by law.

Third-Party Websites. The Platform may link to third-party websites or services, which we do not control and for which we are not responsible. Links do not indicate endorsement. Any third party offering Gold Coins, Diamonds or other Platform benefits is not authorized to do so.

DMCA. Copyright infringement notices must be sent to the designated agent identified in Section 28 and must contain the information required by 17 U.S.C. § 512(c)(3).

SECTION 20: APPLE AND GOOGLE TERMS

20.1 Apple Minimum Terms. This Section applies to the version of the Platform you obtain from the Apple App Store (the “Apple App”). You acknowledge and agree that:

- ***Parties.*** These Terms are concluded between you and Alto Lusso only, and not with Apple. Alto Lusso, not Apple, is solely responsible for the Apple App and its content.
- ***Scope of License.*** The license granted to you is limited to a non-transferable license to use the Apple App 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.
- ***Maintenance and Support.*** Alto Lusso, and not Apple, is solely responsible for providing any maintenance and support services for the Apple App. Apple has no obligation whatsoever to furnish any maintenance and support services.
- ***Warranty.*** Alto Lusso is solely responsible for any product warranties, whether express or implied by law. If the Apple App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the Apple App to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation 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 are 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.
- ***Intellectual Property Rights.*** If any third party claims that the Apple App or your possession and use of it infringes that third party’s intellectual property rights, Alto Lusso, not Apple, is 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 U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- ***Developer Contact.*** Questions, complaints or claims regarding the Apple App may be directed to Alto Lusso LLC at policy@altolussocasino.com or Post Office Box 80, 1653 7TH ST, Santa Monica, CA 90401-9998, US.
- ***Third-Party Terms.*** You must comply with applicable third-party terms of agreement when using the Apple App, including your wireless data service agreement.
- ***Third-Party Beneficiary.*** Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

20.2 Google Play. This Section applies to the version of the Platform you obtain from Google Play. You acknowledge that these Terms are between you and Alto Lusso only, and not Google; that Google is not responsible for the Platform, its content, maintenance or support; that your purchase of Virtual Items is processed solely through Google Play Billing and is subject to the Google Play Terms of Service and Google Play’s Payments policy; and that Google LLC and its affiliates are third-party beneficiaries of these Terms with the right to enforce them against you.

20.3 Conflict. If these Terms conflict with the mandatory terms of a Platform Store as they apply to the version of the Platform you obtained there, the mandatory Platform Store terms control to the extent of the conflict.

SECTION 21: WARRANTY DISCLAIMERS

THE PLATFORM AND ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY AND ERROR-FREE OPERATION. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE OR FREE FROM BUGS OR ERRORS, OR THAT ANY DEFECTS WILL BE CORRECTED. ALL GAME MECHANICS, SIMULATED ODDS AND OUTCOMES ARE PART OF A DIGITAL ENTERTAINMENT EXPERIENCE AND ARE NOT GUARANTEED TO BE ACCURATE OR CONSISTENT. Some jurisdictions do not allow certain disclaimers, so some of the above may not apply to you.

SECTION 22: LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS AND REPRESENTATIVES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, GOODWILL OR VIRTUAL ITEMS, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PLATFORM, YOUR ACCOUNT OR THESE TERMS. IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID THROUGH PLATFORM STORES FOR VIRTUAL ITEMS IN THE THIRTY (30) DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED US DOLLARS (USD \$100).

THE COMPANY IS NOT LIABLE FOR: (A) CHEATING OR MISCONDUCT BY OTHER USERS; (B) SOFTWARE ERRORS, BUGS OR DEFECTS; (C) LOSS OF DATA, GAME PROGRESS OR VIRTUAL ITEMS; (D) USER INTERACTIONS OR CONDUCT; (E) ANY THIRD-PARTY ADVERTISEMENT OR AD NETWORK; OR (F) ACTIONS OF ANY PLATFORM PARTNER.

NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 23: INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ALTO LUSSO LLC AND ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR CONNECTED WITH: (A) YOUR ACCESS TO OR USE OF THE PLATFORM; (B) YOUR BREACH OF THESE TERMS OR THE EULA; (C) YOUR VIOLATION OF ANY LAW OR THIRD-PARTY RIGHT; OR (D) ANY CONTENT OR INFORMATION YOU SUBMIT THROUGH THE PLATFORM.

SECTION 24: RELEASE

To the fullest extent permitted by law, you release the Company and its managers, members, officers, employees, agents, representatives and licensors from all claims, demands, losses and damages of every kind, known or unknown, arising out of or relating to the Platform, your use of the Platform, or any dispute with another user. **IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”** This Section does not release claims against Apple, Google or any Platform Partner.

SECTION 25: FORCE MAJEURE

The Company is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, war, civil unrest, terrorism, epidemics, pandemics, government actions, or failures of third-party infrastructure, cloud services, Platform Stores or internet services. The Company's obligations are suspended for the duration of any such event.

SECTION 26: DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

26.1 Informal Resolution. Before initiating arbitration, you agree to contact the Company at policy@altolussocasino.com, describe the Dispute and your requested relief, and attempt to resolve it informally and in good faith. If the Dispute is not resolved within thirty (30) days after notice, either party may begin arbitration.

26.2 Binding Individual Arbitration. Any Dispute not resolved informally shall be finally resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (or, if inapplicable, its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes) then in effect, available at adr.org or by calling 1-800-778-7879, except as modified here. The arbitration will be conducted by a single neutral arbitrator and seated in the State of Delaware. At your election, the arbitration may be conducted by telephone or video conference or solely on written submissions, and where the claim does not exceed \$10,000 it will be conducted solely on written submissions unless you or the arbitrator requests a hearing. The arbitrator decides all issues, including the scope and enforceability of this Section, except that a court decides disputes about the enforceability of the class action waiver in Section 26.3.

26.3 Individual Basis Only; Class Action Waiver. **YOU AND THE COMPANY AGREE THAT ANY ARBITRATION OR OTHER PROCEEDING SHALL PROCEED IN AN INDIVIDUAL CAPACITY ONLY. NEITHER PARTY MAY BRING OR PARTICIPATE IN A DISPUTE AS A CLASS, GROUP, COLLECTIVE OR REPRESENTATIVE ACTION, AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF MORE THAN ONE PERSON. BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. IF THIS WAIVER IS HELD UNENFORCEABLE AS TO A CLAIM, THAT CLAIM SHALL PROCEED IN COURT UNDER SECTION 26.7 AND NOT IN ARBITRATION.**

26.4 Arbitrator's Decision. The arbitrator shall render a reasoned written award and may award any individual relief available in court, subject to the Limitation of Liability in Section 22. Judgment on the award may be entered in any court of competent jurisdiction. Fees and costs shall be allocated under the AAA rules and applicable law.

26.5 Opt-Out Right. You may opt out of this arbitration agreement and the class action waiver by sending written notice to policy@altolussocasino.com or to the mailing address in Section 28 within thirty (30) days after you first accept these Terms. Your notice must include your name, your Account email address and a clear statement that you opt out. If you opt out, neither party will be bound by Sections 26.2 and 26.3, and Sections 26.1 and 26.7 will continue to apply.

26.6 Changes to this Section. If the Company changes this Section after the date you first accepted these Terms, you may reject the change by sending written notice within thirty (30) days after the effective date of the change, in which case the version in effect when you first accepted these Terms will apply to your Disputes.

26.7 Governing Law and Venue. These Terms are governed by the laws of the State of California, without regard to conflict-of-laws principles, and by the Federal Arbitration Act for the arbitration provisions. For any matter not subject to arbitration, the parties submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, and you waive any objection to those courts. Either party may bring an

individual action in small claims court if the claim qualifies, and either party may seek injunctive relief in court to protect its intellectual property rights.

SECTION 27: GENERAL PROVISIONS

Entire Agreement. These Terms, the EULA and the Master Privacy Policy are the entire agreement between you and the Company regarding the Platform and supersede all prior agreements and communications on that subject. **Amendments.** The Company may modify these Terms by posting updated Terms on the Platform or notifying you, and the update takes effect as stated in Section 1. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and the invalid provision will be reformed to reflect the original intent as closely as the law permits. **Waiver.** No failure by the Company to exercise any right is a waiver of that right. **Assignment.** These Terms are personal to you and may not be assigned by you; the Company may assign them without notice, including in connection with a merger, acquisition or sale of assets. **No Agency.** Nothing in these Terms creates any agency, partnership, fiduciary relationship, joint venture or employment relationship. **Third-Party Beneficiaries.** Except for Apple and Google as stated in Section 20, nothing in these Terms creates rights for any third party. **Language.** The English version of these Terms is the legally binding version. **Survival.** Sections that by their nature should survive termination will survive. **Reservation of Rights.** All rights not expressly granted are reserved by the Company. **Electronic Signature.** Your acceptance of these Terms through the Platform is a binding electronic signature.

SECTION 28: CONTACT INFORMATION

Alto Lusso LLC, a Delaware Limited Liability Company

General Inquiries and Support: support@altolussocasino.com

Legal Notices, Privacy and DMCA: 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 A: PROHIBITED CONDUCT (NON-EXHAUSTIVE)

The following conduct is prohibited and may result in suspension, termination, reversal or cancellation of Virtual Items, and referral to law enforcement. This list is non-exhaustive.

- **Cheating and Exploitation.** Using unauthorized software, bots, automation, macros, emulators, exploits or technical workarounds to gain an unfair advantage or manipulate gameplay, Playthrough progress or exchange eligibility.
- **Multiple Accounts.** Creating or operating multiple Accounts to circumvent restrictions or accumulate benefits.
- **Account Sharing.** Allowing any other person to access or use your Account.
- **Financial Abuse.** Using the Platform to facilitate fraud, money laundering or any unlawful financial activity, including fraudulent chargebacks or abuse of Platform Store refund processes.
- **Harassment and Abuse.** Harassing, threatening, defaming or abusing other players, Company staff or any third party.
- **Unauthorized Access.** Hacking, phishing, credential stuffing, reverse engineering, or attempting to gain unauthorized access to the Platform, servers or other users' Accounts.
- **Malicious Code.** Introducing viruses, malware, Trojans, worms, logic bombs, spyware or other malicious code.
- **Data Mining.** Scraping, harvesting or extracting data or personal information from the Platform without authorization.
- **Collusion.** Coordinating with other players to manipulate outcomes or exploit game mechanics.
- **False Information.** Providing false, misleading or fraudulent information to the Company, including for registration, age, date of birth or identity purposes.
- **Unauthorized Commercial Use.** Using the Platform or its Content for commercial purposes, including advertising or solicitation, without our written consent.
- **Location Circumvention.** Using a VPN, proxy or similar technology to circumvent geographic restrictions or mask your location, where doing so violates these Terms or applicable law.
- **Secondary Markets and Asset Transfer.** Attempting to sell, buy, transfer, broker, gift, lend or exchange Virtual Items, Accounts or Account access outside channels expressly authorized by the Company.
- **Off-Platform Payments.** Soliciting, offering or completing any purchase of Virtual Items outside the billing system of the applicable Platform Store.
- **Ad Manipulation.** Falsifying, automating, repeating or interfering with Rewarded Video Ad impressions, completions or rewards.
- **Investigation Interference.** Attempting to mislead any Company investigation, circumvent verification procedures or forge documents.
- **Error Exploitation.** Taking advantage of, or failing to promptly report, any bug, glitch, error, malfunction, exploit or visual discrepancy that results in the receipt of Virtual Items or other benefits. Gains arising from error exploitation are void and may be removed from your Account under Section 10.5.
- **Defamation.** Making untrue or malicious statements about the Company, its operations, employees or products in any media or public forum.
- **Underage Use.** Accessing or using the Platform if under 18, or facilitating access by any person under 18.