

DIRECT CHECKING (ACH) TERMS OF USE

These Direct Checking (ACH) Terms Of Use (“ACH Terms of Use”) are a legally binding agreement between you and Game Play Network, Inc. (“b Spot”). If you do not agree to these ACH Terms of Use, do not make any deposits to your b Spot account via your personal checking account.

1. Scope and Purpose of ACH Terms of Use. These ACH Terms of Use apply any time you wish to make a deposit to your b Spot account through an automated clearing house (ACH) transfer from your personal checking account with a financial institution. b Spot’s web site (www.bspot.com) and mobile application (collectively the “Website”) will allow you to make an ACH deposit to your b Spot account only after you have agreed to these ACH Terms of Use. These ACH Terms of Use supplement the general Terms of Use and Privacy Policy that apply to your use of the Website. These ACH Terms of Use do not permit you to make an ACH transfer from a personal savings account or any type of corporate or business account.

2. Electronic Signature and ACH Authorization. By choosing your personal checking account as your deposit method, you agree that: (a) you have read, understood, and agree to these ACH Terms of Use; (b) your agreement to these ACH Terms of Use constitutes a writing signed by you under any applicable laws or regulations; (c) you consent to the electronic delivery of the disclosures contained in these ACH Terms of Use; and (d) you authorize b Spot or its payment processing vendor for ACH transactions to obtain any information regarding you (including personally identifiable information) and/or make any inquiries we consider necessary to validate your account, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases. Further, you hereby authorize b Spot (or b Spot’s payment processing vendor for ACH transactions) to: (a) initiate a debit, in the amounts indicated by you from time to time and at your request, to your personal checking account in the depository financial institution identified by the routing number supplied by you and to deposit the debited amount into your b Spot account; and (b) initiate a credit, in the amounts indicated by you from time to time and at your request, to your personal checking account in the depository financial institution identified by the routing number supplied by you and to deposit the designated amount into your personal checking account by withdrawing the corresponding amount from your b Spot account. You agree that you cannot and will not use any bank account associated with or controlled by any business in connection with funding your b Spot account.

3. ACH Transaction Rules

(a) Provisional Payment. Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

(b) Notice of Receipt of Entry. Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, processing information and statement information may be available via b Spot’s payment processing vendor for ACH transactions. Please contact b Spot player services (See Section 6 below) for further information.

(c) Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

4. Returned Items

(a) Collection of Unpaid Amounts. If any ACH deposit initiated by you via your bank account is returned as unpaid, you authorize b Spot and/or our ACH payment processing vendor to collect from your personal checking account

the amount of the unpaid item, the applicable Returned Item Fee (defined below) in your state, and any applicable costs, EFT(s) or draft(s) drawn. If b Spot and/or our ACH payment processing vendor are unable to collect from your personal checking account the amount of the unpaid item, the applicable Returned Item Fee (defined below) in your state, and any applicable costs, you authorize b Spot (or b Spot's payment processing vendor for ACH transactions) to collect all such amounts from other forms of payment you have previously used to make deposits into your b Spot account.

(b) Return Item Fees. If any ACH deposit initiated by you via your bank account is returned as unpaid, you agree that b Spot (or b Spot's ACH payment processing vendor) reserves the right to collect from your personal checking account: (i) a returned item fee applicable in the state in which you reside (the "Returned Item Fee"); and (ii) any applicable costs.

(c) You understand and agree that b Spot reserves the right to suspend your b Spot account until such time as you have paid: (i) all amounts owed in connection with ACH deposits initiated by you; and (ii) all Returned Item Fees imposed by b Spot or b Spot's payment processing vendor for ACH transactions.

5. Your Liability for Fraud or Unauthorized Use. You are solely responsible for any fraudulent or unauthorized transactions resulted from use of your personal checking account in connection with your b Spot account. You agree that you will not share with any third party or person (except b Spot) your b Spot username, password, security information, account number, or security question/answer. You should notify us immediately if the security information associated with your b Spot account has been lost or stolen or if someone has attempted (or may attempt) to make a transfer from your bank account without your permission.

6. Player Services. You may contact b Spot player services if you have questions regarding deposits to your b Spot account via your personal checking account. The b Spot player services phone number is posted in the "contact us" section on the Website. You may also contact us via email at support@bspot.com.

7. Electronic Delivery of Future Disclosures. You agree to accept all disclosures and other communications between you and b Spot on this Website or at the primary e-mail address associated with your b Spot account. You should print and retain a copy of all such disclosures and communications.

8. Limitation of Warranties. B SPOT PROVIDES THIS WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY. B SPOT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. User Representations and Warranties. By initiating any ACH transaction via your b Spot account on the Website, you represent and warrant that: (a) you are an authorized signatory on the applicable bank account; (b) the applicable bank account is your personal checking account and is not a savings account or a bank account associated with any business; (c) you will not share your b Spot security information with another person; (d) you agree to these ACH Terms of Use; (e) you are bound by the rules of the National Automated Clearing House Association; and (f) you have received goods and services in consideration hereof.

10. Limitation of Liability

(a) If we fail to credit/debit your personal checking account in the correct amount in accordance with these ACH Terms of Use, b Spot shall be liable to you only for the difference between the amount intended to be credited/debited and the amount actually credited/debited. In no event will b Spot (or b Spot's payment processing vendor for ACH transactions) be liable for any direct, indirect, or consequential damages when: (i) you do not have enough money in your personal checking account to cover the proposed transaction; (ii) your personal checking account is closed or withdrawals are restricted; (iii) the ACH network or your depository financial institution was experiencing technical problems at the time you initiated the transaction; (iv) your financial institution refuses to honor an ACH credit or debit; (v) your instructions are lost or delayed in transmission to us; (vi) a reasonable security concern (e.g., unauthorized use of your account) causes us to refuse to honor any transaction initiated by you; (vii) b Spot has suspended or terminated ACH payments as a payment option available on the Website; (viii) we have advised you that your request will not be processed; or (ix) other exceptions allowed by law.

(b) IN NO EVENT SHALL B SPOT (OR B SPOT'S PAYMENT PROCESSING VENDOR FOR ACH TRANSACTIONS) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, PUNITIVE, TREBLE, ENHANCED, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, YOUR USE OF THE WEBSITE, EVEN IF B SPOT OR ITS PAYMENT PROCESSING VENDOR FOR ACH TRANSACTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES FOR ANY AND ALL LOSSES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

11. Indemnity and Hold Harmless. You agree to indemnify, defend, and hold b Spot and its officers, directors, employees, representatives, agents, payment processing vendors, licensors, and licensees harmless from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these ACH Terms of Use or your violation of any law or the rights of any third party in connection with your use of this Website. Except for claims arising out of b Spot's gross negligence or willful misconduct, you agree to hold b Spot and its officers, directors, employees, representatives, agents, payment processing vendors, licensors, and licensees harmless from any and all claims, demands, attorneys' fees, damages (actual and consequential) of every kind or nature, known and unknown, disclosed or undisclosed, arising out of, or any way connected with your ACH transactions initiated via the Website, including without limitation chargeback claims asserted by your financial institution

12. Termination of Services. Without limiting any other remedy, b Spot reserves the right, in its sole discretion, to immediately issue a warning or to immediately, temporarily, or permanently suspend or terminate your participation in the Website or any area of the Website, and to refuse to provide our services to you if: (i) you breach these ACH Terms of Use or any other Terms of Use posted on this Website; (ii) you engage in fraudulent conduct; (iii) we are unable to verify or authenticate any billing or account information you provide to us; (iv) you initiate multiple transactions in which your financial institution dishonored or rejected the requested debit; or (v) we believe that your actions may cause damage, harm or legal liability to you, or to any vendor, business or promotional partner, advertiser, other user, the public, or us.

13. General Provisions

(a) Severability. If any provision of these ACH Terms of Use is held to be invalid or unenforceable, it shall be stricken without affecting the validity of the remaining portions of these ACH Terms of Use. Headings are for convenience only, and are not intended to in anyway to confine, limit, construe or describe the scope or extent of such section.

(b) Modifications. We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these ACH Terms of Use at any time, so please check the Website periodically for changes. Changes to these ACH Terms of Use shall be effective upon posting. Continued use of the Website to make deposits to your b Spot account via your personal bank account following the effective date of any changes to these ACH Terms of Use constitutes your acceptance of those changes.

(c) No Waiver. No waiver by us of any breach of these ACH Terms of Use by you shall constitute a waiver of this or any other provision of these ACH Terms of Use or alter or limit our right to act with respect to subsequent or similar breaches.

(d) No Agency. No agency, fiduciary, partnership, joint venture, employer/employee, or franchiser/franchisee relationship is intended or created by these ACH Terms of Use between you and b Spot.

(e) Arbitration. Any controversy or claim arising out of or relating to your use of the Website or relating to these ACH Terms of Use shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Los Angeles, California, and judgment on the arbitration or award may be entered into any court having jurisdiction thereof. Notwithstanding the preceding sentences of this Section, b Spot may seek injunctive or other equitable relief in any federal or state court having jurisdiction in the event of your violation of these ACH Terms of Use.

(f) Governing Law/Venue. Your use of this Website and any dispute arising out of or relating to your use of this Website will be governed by the laws of the State of California, irrespective of its conflicts of laws provisions. In the event that b Spot wishes to pursue injunctive or other equitable relief as a result of your violation of these ACH Terms of Use, b Spot may bring legal action against you in any federal or state court having jurisdiction.

(g) Force Majeure. You shall not hold b Spot liable in the event that any transaction attempted via this Website cannot be completed or is interrupted by reasons beyond b Spot's control, including without limitation: (i) acts of God; (ii) failures of the telecommunications or utilities systems; (iii) failures of the ACH network; (iv) failures of the original depository financial institution; or (v) acts of war or terrorism.

(h) These ACH Terms of Use are subject to any restrictions, rules, or limitations relating to ACH transactions that may be imposed by the National Automated Clearing House Association, your financial institution for your bank account, b Spot's financial institution for your b Spot cash account, and/or b Spot's payment processing vendor for ACH transactions.