TERMS OF USE & PRIVACY POLICY

AllJ Slots 3.0 Software, AllJ Slots 3.0 Online and alljsoftware.com

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These Terms of Use (the "Terms") and the Privacy Policy below govern your use of the website at alljsoftware.com (the "Site"), the AllJ Slots 3.0 software for Windows (the "Software"), the AllJ Slots 3.0 Online service (the "Online Service"), and related support and services provided by AllJ Software, LLC ("AllJ," "we," "us" or "our"). By creating an account, purchasing or installing the Software, or using the Site or the Online Service, you agree to these Terms. If you are accepting them for a company or organization, you confirm that you are authorized to bind it, and "you" and "Customer" refer to that organization.

PART ONE: TERMS OF USE

Rules for using our website, software and online service

1 DEFINITIONS

- **Account:** a customer account on the Site, including access to the Online Service.
- **Customer Content:** logos, images, reel symbols, backgrounds, frames, buttons, sounds, prize names and other material you upload or provide.
- **Deployment:** a scheduled use of a slot machine game in the Online Service for an event, run on one or more screens through a deployment (station) link.
- **Attendee Data:** information about people who play your game, such as names, email addresses, badge or QR code data and other lead details collected through lead capture or badge scanning tools.
- **Kiosk:** AllJ promotional kiosk hardware rented under a separate Kiosk Slot Machine Setup, Configuration & Rental Agreement.

2 ACCOUNTS

- You must be at least 18 years old and use the Site and Online Service for business, promotional or event purposes.
- You agree to give accurate account information and keep it current.
- You are responsible for keeping your user ID and password confidential and for all activity under your Account. Tell us promptly at the contact details below if you believe your Account has been accessed without permission.
- Account sign-up and login are protected by Google reCAPTCHA (see the Privacy Policy). We may limit, suspend or refuse accounts that appear automated, fraudulent or abusive.

3 SOFTWARE LICENSE (WINDOWS)

Subject to these Terms and payment of the applicable fee, AllJ grants you a limited, non-exclusive, non-transferable license to install and use the Software for your own promotional and event purposes. The Software is licensed, not sold. AllJ and its licensors keep all rights not expressly granted.

- **One-time license.** The Software license is a one-time purchase that does not expire. It includes one year of free version updates from the purchase date.

- **Activation.** The Software is activated online with the serial number emailed to you. Each license may be activated on up to the number of computers shown for your license (its activation limit). Additional licenses are available at a discount; contact us.
- **Offline use.** After activation, the Software runs without an internet connection, except for optional features that need one (such as Lead Retrieval API lookups).

4 ALLJ SLOTS 3.0 ONLINE SERVICE

The Online Service lets you design branded slot machine games in a web browser and run them through Deployments on iPads, tablets, laptops and kiosks that have an internet connection.

- **Internet required.** Games run only while the screen can reach our servers. If the connection is lost, play stops and resumes when the connection returns. We are not responsible for venue Wi-Fi, cellular or other network problems.
- **Deployments and links.** Deployment links work only during the scheduled deployment dates. Preview links are for your own testing, work only while you are logged in, and expire after a short time. Permanent play links are available only on the annual unlimited plan and work only while it is active.
- **Not for hardware integration.** The Online Service is not designed for arcade buttons, light beacons, prize printers or other hardware integration. Those features are available in the Windows Software.
- **Plans.** The Online Service is offered as (a) a **per-event plan**, which covers one Deployment for the event dates you schedule, or (b) an **annual unlimited plan**, which allows unlimited Deployments and permanent play links for one year from purchase. Pricing is as shown at purchase. Cancelling a scheduled per-event Deployment before it starts returns its per-event credit to your Account for a future Deployment.
- **Availability.** We work to keep the Online Service available and secure but do not guarantee it will be uninterrupted or error free. We may perform maintenance and update or change features.

5 ACCEPTABLE USE AND CODE PROTECTION

You agree not to, and not to allow anyone else to:

- copy, modify, decompile, reverse engineer, de-obfuscate or create derivative works of the Software, the Online Service or the code delivered to your browser;
- remove or bypass any license, domain, link, signature, expiration or other protection, or run any part of the Online Service from a website or server not operated by AllJ;
- share, resell, sublicense or rent access to the Software, the Online Service, your Account or your links outside the scope of your plan;
- scrape, overload, probe or interfere with the Site, the Online Service or other customers;
- use the Software or Online Service for real-money gambling, wagering or any activity that requires a gaming license; or
- upload content that is unlawful, infringing, deceptive, harassing or harmful, or that contains malware.

We may suspend access, disable links or remove content that we reasonably believe violates these Terms.

6 PROMOTIONAL USE ONLY; PRIZES

The Software and Online Service are promotional and entertainment tools. They are not gambling devices, and no real money is wagered or paid out through them.

You, and not AllJ, are the sponsor and administrator of your promotion unless AllJ expressly agrees otherwise in writing. You are solely responsible for:

- supplying prizes and establishing prize quantities and eligibility;
- establishing and publishing promotional rules, and any representations you make to attendees about prizes;
- fulfilling prize awards and resolving participant disputes;

- any required tax reporting; and
- complying with applicable promotional, sweepstakes, contest, gaming, venue and other requirements, and determining whether your promotion is lawful where it is run.

AllJ configures and runs games in good faith according to your settings, but electronic systems cannot be guaranteed to operate without error. AllJ does not guarantee the exact timing, sequence, frequency, quantity or occurrence of any prize or jackpot result. A visual or audible winning result does not create any obligation on AllJ to provide, replace, reimburse or pay the value of any prize. AllJ does not guarantee booth traffic, attendee participation, lead volume, sales or any other business result.

7 CUSTOMER CONTENT

- You keep ownership of your Customer Content. You grant AllJ a limited license to host, store, copy, display and process it only as needed to provide the Software, the Online Service and support to you.
- You represent that you own, license or otherwise have permission to use all logos, trademarks, images, photographs, audio, music and other content you upload or provide, and that it does not infringe anyone's rights.
- AllJ is not responsible for claims arising from your Customer Content. We may remove content that we receive a credible infringement notice about.
- Stock backgrounds, reel images, frames, buttons and sounds supplied by AllJ remain AllJ's property and are licensed to you only for use in games made with the Software or Online Service.

8 LEAD CAPTURE AND ATTENDEE DATA

The Online Service includes lead capture and badge scanning tools. When you use them, you decide what Attendee Data is collected and why, and AllJ processes that data on your behalf to provide the Online Service.

- You are responsible for giving attendees any notice and obtaining any consent required by law, venue rules or your event organizer, and for having a lawful basis to collect and use their information.
- You are responsible for your own use, export, storage and deletion of Attendee Data after you download or transfer it from the Online Service.
- AllJ uses Attendee Data only to provide the Online Service to you, to keep it secure, and as required by law. AllJ does not sell Attendee Data or use it for its own marketing.
- Badge scanning may rely on third-party lead retrieval providers or event systems. Their availability and terms are outside AllJ's control.

9 FEES, PAYMENT AND REFUNDS

- Prices are as shown on the Site or in your quotation or invoice. Card payments are processed by Elavon through Biznet Payment Services, a PCI-compliant payment processor.
- **Software licenses** are non-refundable once the serial number has been delivered, because the Software can be downloaded and activated immediately. If the Software will not activate or run on a supported computer and we cannot resolve the problem, contact us within 30 days of purchase.
- **Online Service plans** are non-refundable once purchased. Per-event credits from cancelled Deployments stay in your Account for future use. Annual unlimited plans run for one year from purchase and are not prorated if you stop using them early.
- Nothing in this section limits any refund right you have under applicable law.
- You are responsible for applicable taxes, and for any charges from your bank or card issuer.

10 KIOSK RENTALS

Kiosk rentals, including reservation deposits, shipping, drayage, equipment responsibility and returns, are governed by AllJ's separate Kiosk Slot Machine Setup, Configuration & Rental Agreement. If that agreement conflicts with these Terms for a rental, the rental agreement controls.

11 INTELLECTUAL PROPERTY

The Site, Software, Online Service, their code, design, stock artwork and documentation, and the AllJ Software and AllJ Slots names and logos, are owned by AllJ or its licensors and are protected by copyright, trademark and other laws. Except for the limited rights expressly granted in these Terms, no rights are granted to you.

12 THIRD-PARTY SERVICES

The Site and services use third-party providers, including Google (reCAPTCHA and Google Analytics), our payment processor, our hosting provider, shipping carriers and, where you choose, lead retrieval providers. Their services are subject to their own terms, and AllJ is not responsible for them.

13 DISCLAIMERS

Except as expressly stated in these Terms, and to the fullest extent permitted by law, the Site, Software and Online Service are provided "as is" and "as available," without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement.

14 LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, AllJ will not be liable for indirect, incidental, special, consequential, exemplary, punitive or lost-profit damages arising from the Site, Software or Online Service. This includes claims involving lost sales, lost leads, lost customers, lost fundraising revenue, loss of goodwill, missed promotional opportunities, event interruption, network or connectivity failures, prize values, travel costs, venue costs, or your obligations to third parties.

Except for obligations that cannot legally be limited, AllJ's aggregate liability arising from or relating to these Terms will not exceed the fees you actually paid to AllJ for the Software or Online Service in the twelve (12) months before the event giving rise to the claim.

15 INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless AllJ Software, LLC and its officers, employees, agents, contractors and affiliates against third-party claims, damages, liabilities, expenses and reasonable legal costs arising from your:

- use of the Site, Software or Online Service;
- promotion, event or prize program;
- Customer Content;
- collection or use of Attendee Data;
- violation of applicable law or venue requirements;
- negligence or misconduct; or
- breach of these Terms.

16 SUSPENSION AND TERMINATION

You may stop using the services at any time. We may suspend or terminate access if you breach these Terms, fail to pay, or use the services in a way that risks harm to AllJ, other customers or the public. When an Account ends,

Deployment and play links stop working. We will delete or return your Customer Content and Attendee Data as described in the Privacy Policy. Sections that by their nature should survive (including intellectual property, disclaimers, limitation of liability, indemnification and governing law) survive termination.

17 FORCE MAJEURE

Neither party will be liable for delay or failure to perform caused by circumstances reasonably beyond its control, including severe weather, natural disaster, carrier disruption, labor disruption, government action, venue closure, power failure, or widespread internet, hosting or telecommunications failure. The parties will make reasonable efforts to mitigate the effects of such circumstances.

18 GOVERNING LAW

These Terms are governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-law principles. Any dispute arising from these Terms will be brought in the state courts located in Henrico County, Virginia, or the United States District Court for the Eastern District of Virginia, Richmond Division, and you consent to the jurisdiction of those courts.

19 CHANGES TO THESE TERMS

We may update these Terms from time to time. We will post the updated version with a new "Last updated" date and, for material changes, give notice by email or on the Site. Continued use after changes take effect means you accept them.

PART TWO: PRIVACY POLICY

What we collect, why, and the choices you have

This Privacy Policy explains how AllJ Software, LLC collects, uses and shares personal information through the Site, the Software, the Online Service and our support and rental services.

1 INFORMATION WE COLLECT

Information you give us

- **Account information:** name, company or organization, email address, phone number, user ID and password. Passwords are stored only in hashed form, never as plain text.
- **Orders and payments:** billing name, address and purchase details. When you pay by card, your card number and security code are sent to our payment processor (Elavon, through Biznet Payment Services) to complete the charge. AllJ keeps only the cardholder name and the last four digits of the card for our records; we do not store full card numbers or security codes.
- **Contact and support:** information you send through our contact form, email, phone or remote support sessions.
- **Kiosk rentals:** event, venue, shipping and contact details needed to configure, ship and support a rental.
- **Customer Content:** images, sounds and other material you upload to build your games.

Information collected automatically

- **Usage and device data:** IP address, browser and device type, pages visited, and date and time of requests, recorded in server logs.
- **Google Analytics:** we use Google Analytics to understand how visitors use the Site. Google may collect information about your visit using cookies. You can opt out with Google's browser add-on at tools.google.com/dlpage/gaoptout.
- **Google reCAPTCHA:** our login and sign-up forms use Google reCAPTCHA to protect against bots. reCAPTCHA collects hardware and software information and sends it to Google. Its use is subject to the Google Privacy Policy and Terms of Service.

Attendee Data collected for our customers

When our customers use lead capture, badge scanning or QR code tools at their events, the Online Service may collect information about attendees, such as name, company, email address, phone number and badge or QR code data. We collect and process this information on behalf of our customer, who decides what is collected and how it is used. Attendees should contact the event exhibitor or organizer about their information; we will help our customers respond to such requests.

2 HOW WE USE INFORMATION

- to create and manage Accounts and provide the Software, Online Service, kiosk rentals and support;
- to process orders and payments and send receipts, license details and service messages;
- to run games, Deployments, previews and play links, including checking that links are valid and plans are active;
- to protect the Site and services against fraud, abuse, bots and unauthorized copying;
- to understand and improve the Site and our products;
- to send product news or offers, if you have agreed to receive them (you can unsubscribe at any time); and
- to comply with law and enforce our Terms.

3 HOW WE SHARE INFORMATION

We do not sell personal information, and we do not share it for cross-context behavioral advertising. We share information only:

- with service providers who help us operate, such as our hosting provider, payment processor, email provider, Google (Analytics and reCAPTCHA) and shipping carriers, under obligations to protect it;
- with the customer on whose behalf Attendee Data was collected;
- when required by law, subpoena or other legal process, or to protect the rights, property or safety of AllJ, our customers or others; and
- in connection with a merger, acquisition or sale of assets, subject to this Privacy Policy.

4 COOKIES AND SIMILAR TECHNOLOGIES

- **Login cookie:** keeps you signed in to your Account (essential).
- **Deployment station cookie:** remembers that a screen has been set up for a Deployment until the Deployment ends (essential).
- **Offline support:** the game player stores its own program files, images and sounds on the device so a screen can show a "can't reach the server" message and recover from short outages. It does not store your settings, results or Attendee Data.
- **Analytics and security cookies:** set by Google Analytics and Google reCAPTCHA as described above.

You can block or delete cookies in your browser settings, but essential cookies are needed to log in and to run Deployments.

5 DATA SECURITY

We use reasonable administrative, technical and physical safeguards, including encrypted (HTTPS) connections, hashed passwords, signed and expiring links, and server-side controls on game results. No system is completely secure, and we cannot guarantee absolute security.

6 DATA RETENTION

- Account, order, license and support records are kept while your Account is active and for up to seven (7) years afterward for tax, accounting and legal purposes.
- Customer Content is kept while your Account is active and deleted within 30 days after Account closure, unless the law requires otherwise.
- Attendee Data is kept for 12 months after the Deployment ends, or until our customer deletes it, whichever is sooner, unless the customer instructs otherwise.
- Server logs are kept for up to 90 days, unless needed longer to investigate a security issue.

7 YOUR CHOICES AND RIGHTS

Depending on where you live (for example, under the Virginia Consumer Data Protection Act or the California Consumer Privacy Act), you may have the right to request access to, correction of, deletion of, or a copy of your personal information, and to opt out of certain processing. To make a request, contact us using the details below. We will verify your request and respond within the time required by law. We will not discriminate against you for exercising these rights. If we deny your request, you may appeal by replying to our decision.

8 CHILDREN

The Site and services are intended for businesses and are not directed to children under 13. We do not knowingly collect personal information from children. If you believe a child has provided us information, contact us and we will delete it.

9 INTERNATIONAL USERS

AllJ is based in the United States and our services are hosted in the United States. If you use them from another country, your information will be transferred to and processed in the United States.

10 CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. We will post the updated version with a new "Last updated" date and, for material changes, give notice by email or on the Site.

11 CONTACT US

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