

Terms and Conditions for the Use of Bragg Playground

These Terms and Conditions for the use of Bragg Playground (“Terms of Use”) present an agreement between you and Bragg Gaming Group Inc., a company with its business address at Exchange Tower, 130 King St W, Suite 1968 Toronto, ON M5X 1K6, Canada (hereinafter referred to as “Bragg”, “us”, or “we”) regarding your access and use of the website <https://playground.bragg.group> and any of its functionalities, including the games available on the website (collectively: “Playground”). Your use of the Playground is also governed by Bragg Gaming Group Playground [Privacy Policy \(“Privacy Policy”\)](#), which is incorporated into these Terms of Use by reference and forms an integral part of these Terms of Use.

BY ACCESSING AND/OR USING THE PLAYGROUND YOU ACCEPT AND UNDERTAKE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT ACCESS AND/OR USE THE PLAYGROUND. FOR THE AVOIDANCE OF DOUBT, ANY USE OF THE PLAYGROUND IS STRICTLY PROHIBITED IF THE USE WOULD BE CONTRARY TO LOCAL LEGISLATION.

Bragg reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use and the Privacy Policy at any time by posting the amended terms online. You will be deemed to have accepted such changes by continuing to use the Playground. If at any time you do not agree to any portion of the then-current version of our Terms of Use, Privacy Policy, or any other policy as may be established by Bragg from time to time, supplementary policies relating to your use of the Playgrounds, your license to use the Playground shall immediately terminate, and you must immediately stop using the Playground.

1. ACCESS

By accessing and/or using the Playground, you confirm that you are age 18 (or the legal age to gamble in the jurisdiction in which you reside, if higher) and that you fully understand these Terms of Use and its implications.

In case you are accessing the Playground from any third party site (e.g. Facebook), you acknowledge that you need to also comply with the terms of use of the respective third party and that the third-party provider may access or use your data as required for the interoperation of their products and services with the Playground. This may include transmitting, transferring, modifying or deleting your data, or storing your data on systems belonging to the third-party providers or other third parties. Any third-party provider’s use of your data is subject to the applicable agreement between you and such third-party provider. Please note that you are solely responsible for your decision to permit any third-party provider or third-party product or service to use your data. It is also your responsibility to carefully review the terms of use between you and the third-party provider. BRAGG DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.

2. LICENSE

2.1. Grant of License and Limitations

Subject to your agreement and continuing compliance with these Terms of Use and any other relevant Bragg's policies, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license subject to the License Limitations below, to access and use the Playground for your own non-commercial entertainment purposes.

2.2. License Limitations

The following restrictions ("License Limitations") apply to the use of the Playground:

- You shall not access the Playground if you are under the age of 18 (or the legal age to gamble in the jurisdiction in which you reside, if higher). You shall also deny access to anyone under the age of 18 (or the legal age to gamble in the jurisdiction in which you reside, if higher). You accept full responsibility for any unauthorized use of the Playground by minors on your behalf.
- You shall not use the Playground if you have previously been removed or banned from any services provided by Bragg.
- You shall use the Playground only for non-commercial purposes. You shall not use the Playground to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk, or spam e-mail or repetitive messages to anyone. You shall not use the Playground or any portion thereof (including but in no way limited to any image, graphic, title) in conjunction with any other games, products, services or software without Bragg's express written consent.
- As a condition of your use of the Playground, you warrant and undertake to Bragg that you will not use the Playground for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Playground in any manner which could damage, disable, overburden, or impair the Playground or interfere with any other party's use of the Playground. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Playground. You must not attempt to gain unauthorized access to the Playground, the servers on which the Playground is stored or any server, computer or database connected to the Playground. If you breach this provision we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Playground will cease immediately.

Additionally you agree that you will not, under any circumstances:

- Engage in any act that Bragg deems to be in conflict with the spirit or intent of the Playground or make improper use of Bragg's support services.
- Use exploits, automation software, bots, hacks, mods, or any unauthorized third party software designed to modify or interfere with the Playground or any game provided by Bragg, without express written consent from us.
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server ("Server") used to offer or support the Playground or any Bragg game environment.
- Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of Playground attacks upon the

Playground, or other attempts to disrupt the Playground or any other person's use or enjoyment of the Playground.

- Attempt to gain unauthorized access to the Playground, Servers, or networks connected to the Playground by any means other than the user interface provided by Bragg.
- Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person or group, including Bragg employees.
- Make available through the Playground any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Bragg employee.
- Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the
- Obtain any information from the Playground or any game provided by Bragg using any method not expressly permitted by Bragg.
- Make a copy of the Playground or any part thereof and use it for any reason, including but not limited to selling Bragg products;

Any use of the Playground in violation of these License Limitations is strictly prohibited and may result in the immediate revocation of your limited license and may subject you to liability for violations of law. Bragg reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms of Use or the Playground itself. Bragg reserves the right to take action as a result, which may include prohibiting you from using the Playground in whole or in part.

2.3. Suspension and Termination of Account and the Playground

Without limiting any other remedies, Bragg may limit, suspend, terminate, modify, or delete your account or access to our Playground or portions thereof, with or without notice to you, if you are (or Bragg suspects that you are) failing to comply with any provision of these Terms of Use in case of any actual or suspected illegal or improper use of the Playground.

Bragg may also at any time limit, suspend, terminate and/or prohibit access to the Playground, its games and sites, and their content, services, and tools or delay or remove hosted content, and take technical and legal steps to prevent users from accessing the Playground if it believes that they are creating a risk or possible legal liabilities such as but not limited to infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our terms or policies. Further, Bragg reserves the right to stop offering and/or supporting the Playground or a particular game or part of the Playground at any time, at which point your license to use the Playground or a part thereof will be automatically terminated. In such event and for the avoidance of doubt, Bragg shall not be required to provide refunds, benefits, or other compensation to users in connection with such discontinued services.

3. NO REAL MONEY WAGERING

The Playground provides to its registered users the possibility to test and demo Bragg produced and hosted RGS games. For the purpose of providing an authentic experience, the Playground uses a made-up currency called "Bragg coin", which

cannot be withdrawn, exchanged or redeemed in any other way and for any real-money currency. For sake of clarity, Bragg coin does not present a cash prize, cash award, monetary prize or any kind. The currency will be used across all games available on the Playground and every account is going to have an unlimited amount of "Bragg coins" for entertainment and demonstration purposes only.

As a user you will not be able to deposit real money onto your account and Bragg is not liable and/or responsible for any sort of compensation.

4. OWNERSHIP

All rights, title and interest in and to the Playground, its games and other components (including without limitation any website design, text, graphics, photographs, games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, underlying source code, software and other proprietary rights) are owned by or licensed to Bragg. We reserve all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with our games and the Playground. You acknowledge you are not allowed to reproduce the Playground or any part of it in any form whatsoever without Bragg's express written consent. To the extent that any material may be downloaded or printed then such material may be downloaded to a single personal computer only and hard copy portions may be printed solely for your own personal and non-commercial use. Under no circumstances shall the use of the Playground or the games grant you any interest in any intellectual property rights owned by us or by any third party whatsoever. No rights whatsoever are granted to use or reproduce any trade names, trademarks or logos except if specifically permitted in writing by the owner of such rights. Any breach of this requirement which we become aware of will be notified within reasonable time to the respective intellectual property right owner for undertaking appropriate action and enforcement.

5. USER CONTENT

In respect to any communications, images, sounds, and all the material, data, and information (collectively: "User Content") that you may decide to upload or transmit through a Bragg client or the Playground you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is compromised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Bragg in accordance with the Privacy Policy.

Bragg reserves that right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

Bragg does not claim any ownership rights in your User Content and nothing in these Terms of Use is intended to restrict any rights that you may have to use and exploit

your User Content. Bragg has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

5.1. License to User Content

You hereby grant to Bragg an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, performance, enter into computer memory, and use and practice in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of the Playground, including marketing and promotions of the Playground. You also hereby grant to Bragg the right to authorize others to exercise any of the rights granted to Bragg under these Terms of Use.

You acknowledge that Bragg may use your name, likeness, and any other information or material included in any User Content and in connection with any User Content, in accordance and subject to the Privacy Policy. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. Bragg does not claim any ownership rights in your User Content and nothing in these Terms of Use is intended to restrict any rights that you may have to use and exploit your User Content. Bragg has no obligation to monitor or enforce your intellectual property rights in or to your User Content.

5.2. User Interactions

You are solely responsible for your interactions with other users of the Playground and any other parties with whom you interact through the Playground and/or Bragg games. We reserve the right, but have no obligation, to become involved in any way with these disputes. You will fully cooperate with Bragg to investigate any suspected unlawful, fraudulent, or improper activity.

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

6. LINKS TO THIRD PARTY SITES

The Bragg Playground website may contain links to other websites (“Linked Sites“). The Linked Sites are not under the control of Bragg and Bragg is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bragg is not responsible for webcasting or any other form of transmission received from any Linked Site. Bragg is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bragg of the site or any association with its operators. You acknowledge that Bragg cannot be held liable for the content of Linked Sites or for any consequence arising from you accessing the same and you acknowledge that such access or use of Linked Sites shall be is at your sole option, discretion and risk.

7. UPDATES TO THE PLAYGROUND

You understand that the Playground, its games and other functionalities may be updated from time to time and that Bragg may require that you accept such updates as a condition to keep using the Playground. You acknowledge and agree that Bragg may update the Playground with or without notifying you. You may also need to update third party software from time to time in order to receive the Playground and play games provided by Bragg.

8. DISCLAIMER OF WARRANTIES

The Playground is provided on an “as is” and “as available” basis for your use, without warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade. Bragg does not warrant that you will be able to access or use the Playground at the time or at locations of your choosing and we cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. We will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control.

You understand and acknowledge that the use of the Playground may require your data to be transmitted over networks that we do not own or control and we will not be responsible for any data loss, altered or intercepted data that is stored across such networks.

9. LIMITATION OF LIABILITY

Except where prohibited by law, in no event will Bragg be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Bragg has been advised of the possibility of such damages. If, notwithstanding the other provisions of these Terms of Use, Bragg is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Playground, Bragg’s liability shall in no event exceed 100,00 CAD.

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms of Use by you or any other liabilities arising out of your use of the Playground, or the use by any other person accessing the Playground through your computer.

9.1 Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Use to Bragg are of a unique irreplaceable nature, the loss of which shall irreparably harm Bragg and which cannot be replaced by monetary damages alone so that Bragg shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof or damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Playground or any Bragg game, exploitation of any advertising or other materials issues in connection therewith, or exploitation of the Playground or any content or other material used or displayed through the Playground.

10. DISPUTE RESOLUTION AND LAW

If a dispute arises between you and Bragg, we strongly encourage you to first contact us directly. These Terms of Use and any dispute arising out of or related to it or Privacy Policy or the Playground shall be governed in all respects by the laws of Malta, without regard to conflict of law decisions.

11. SEVERABILITY

If any portion of these Terms of Use or of the Privacy Policy is found unlawful, void or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provision of the terms, which shall continue to be in full force and effect.

12. GENERAL PROVISIONS

12.1 Assignment

Bragg may assign or delegate these Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or the Privacy Policy without Bragg' prior written consent, and any unauthorized assignment and delegation by you is ineffective.

12.2 Entire Agreement

These Terms of Use, any supplemental policies and/or any documents expressly incorporated by reference herein (including the Privacy Policy), contain the entire understanding of you and Bragg, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Playground.

12.3 No Waiver

The failure of Bragg to require or enforce strict performance by you of any provision of these Terms of Use or of the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Bragg' right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Bragg of any provision, condition, or requirement of these Terms of Use or of the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

Except as expressly and specifically set forth in these Terms of Use, no representations, statements, consents, waivers, or other acts or omissions by Bragg

shall be deemed a modification of these Terms of Use nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of Bragg.

12.4 Notices

We may notify you via postings on www.bragg.group, or any other communications means to contact information you provide to us. All notices given by you are required from you under these Terms of Use or the Privacy Policy shall be in writing and addressed to: Bragg Gaming Group, Tržaška cesta 118, 1000 Ljubljana, Slovenia. Any notices that you provide without compliance in this Section on Notices shall have no legal effect.

Force Majeure

Bragg shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Bragg, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Bragg' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.

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