

## OFFICIAL RULES AND SITE TERMS OF USE

POKERTRAININGNETWORK.COM or "PTN" provides the All In Room or "ALL IN" Poker game room and tournament sweepstakes (the "Service") to all of its PTN Associates and Customers and any person ("you" or "your") who completes the registration process to become a "Free" member of the Service and is accepted by PTN and/or ALL IN to become a member on the following terms, which may be updated by PTN from time to time without notice to you.

This document was last updated on March 5, 2011.

BY USING THIS SITE AND SUBMITTING THE REGISTRATION FORM OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST LEAVE THIS SITE IMMEDIATELY AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE. YOU MAY PRINT THESE PAGES FOR YOUR RECORDS.

### 1. General Terms, Definitions and Interpretations.

1. **Definitions.** The following terms shall have the following meanings in this agreement:

1. "Privacy Policy" shall mean the document setting forth the policies of PTN and ALL IN regarding the collection, retention, and use of the personal information of those that use the PTN or ALL IN sites.
2. "Site" shall mean the PTN or ALL IN website.
3. "Sponsor" shall mean PTN or ALL IN respectively.
4. "ALL IN Game Client" shall mean the software used to run the poker room and allow the play of poker.

2. **Section References.** References to a "Section" shall be deemed references to an enumerated section of this agreement.

3. **Subsection References.** References to a "Subsection" shall be deemed references to labeled Subsection of this agreement.

4. **Reference and Convenience of Labels.** Section headings and Subsection labels are used for member's convenience and referential notation only and shall have no interpretative effect or impact whatsoever.

2. **USE OF PLAY MONEY.** Play money chips is the virtual currency used in our Ring games and tournaments (located in the "Poker Rooms") and/or known as the buy ins for tournaments which award Play Money Chips as a prize.

1. ALL IN Play Money Chips are for entertainment purposes only and are not redeemable or transferable for real-money, prizes, gifts or whatsoever and cannot be used for any purpose except as provided in this section. Play Money Chips is not redeemable for any amount of real money currency or monetary value.
2. All free players receive \$10,000 in Play Money Chips when they open an account. An additional \$1,000 Play Money Chips can be added to an account once the account members Play money chips count is lower than \$1,000. An additional \$1,000 in Play Money Chips can be acquired once every calendar day by going to the 'Add Chips' button

located in one of the game rooms. A calendar day is defined by 12:01 am ET to 12:00 am ET the following day.

3. Play Money Chips may also be purchased using real money currency and/or by successfully completing special offers or promotions. PTN or ALL IN may charge fees for the license to use its Play Money Chips or may award and/or distribute its Play Money Chips at no charge, at PTN or ALL IN's sole discretion.
4. Purchases of any virtual currency, including, but not limited to PTN or ALL IN Play Money Chips, sold on AllInRoom.com are purchases of a limited, non-transferable, revocable license. The license may be terminated immediately if your account is terminated for any reason, at PTN or ALL IN's sole and absolute discretion, or if PTN or ALL IN discontinues providing and/or dramatically alters the services on our Sites.
5. Play Money Chips can be awarded based on successful completion of special offers or promotions at PTN or ALL IN's sole discretion. These awards are dependent on successful completion of said offers, as defined by the company or affiliate providing the offer or promotion.
6. You agree that all purchases of virtual currency sold on PTN or ALL IN are final. No refunds will be given for virtual currency purchases. You agree that virtual currency will be forfeited if your account is terminated for any reason, in PTN or ALL IN's sole and absolute discretion, or if PTN or ALL IN discontinues providing and/or dramatically alters the services on the Site.
7. You agree that the purchase of virtual currency sold on PTN or ALL IN is the purchase of a limited license and that you have no property interest in the virtual currency or virtual items.
8. You agree that any awards or granting of Play Money Chips, or any virtual currency, on AllInRoom.com received from completing a special offer or promotion are dependent upon successful completion of said offer or promotion.
9. You agree that PTN or ALL IN has the right to manage, control, modify and/or eliminate Play Money Chips as it sees fit at its sole discretion. Further, you agree that PTN or ALL IN will have no liability to you based on PTN or ALL IN's exercise of these rights.
10. You agree that Play Money Chips and Gold Bars are non-transferable between PTN or ALL IN accounts. Further, Any play deemed unethical by PTN or ALL IN in its sole discretion (including, without limitation, team play, soft play, sale of chips between players or chip dumping) may result in the applicable player(s) accounts being terminated and further access to AllInRoom.com being suspended permanently with no obligation to the applicable players.

### **3. Play Money Chips Subscriptions**

- a. Play Money Chips may be purchased on a monthly (or quarterly or annual) recurring basis.
  - i. \$14.95 per month package: (a.k.a. "Players Club" Subscription) 250 Gold Bars and 25,000 Play Money Chips are awarded to subscriber's account, once a month, at the time of successful (re)billing. No advertisements in the game room.  
Following additional benefits:
    1. Access to 10 hours of Professionally produced Poker Lessons for all Players levels
    2. Dozens of Poker Articles
    3. Poker Lesson Pod Cast
    4. Skill-based tournaments
    5. Ad-free poker room
    6. Live customer support

- ii. \$49.95 per month package (a.k.a. "VIP Club" Subscription): 750 Gold Bars and 60,000 in Play Money Chips are awarded to subscriber's account, once a month, at the time of successful (re)billing. No advertisements in the game room. Following additional benefits:

1. Access to 60 hours of Professional produced Poker Lessons for all Players levels
2. Skill Based Assessments
3. Skill-based tournaments
4. Dozens of Poker Articles
5. Lesson Pod Cast
6. Ad-free poker room
7. Live customer support

#### 4. Methods of Entry for Free Cash Tournaments.

1. Free Roll Open Tournaments. Free roll open tournaments are available to all to anyone who registers on the site and becomes a member, completes the process at [www.ALLINROOM.com](http://www.ALLINROOM.com) or mails in an alternative registration and meets the qualification process set forth herein and affirmatively accepts these terms of use and the associated privacy policy. **NO PURCHASE IS NECESSARY TO ENTER FREE ROLL OPEN TOURNAMENTS. Basic Multi-Table Tournaments, Basic Cash Tournaments and Monthly Tournaments as defined in section 9.**

2. Daily Cash Tournaments and Qualifying tournaments. Some tournaments at PTN OR ALL IN (including the Daily and Monthly Tournaments as defined in section 10) require a player to qualify to enter by virtue of placement in other tournaments known as Qualifying Satellite Tournaments. Qualifying Satellite Tournaments include VIP and Player's Club Multi-table Tournaments, VIP and Player's Club Sit & Go Tournaments and VIP and Player's Club Monthly Tournaments. There are two methods of entry into Daily Cash tournaments and Qualifying Tournaments played on ALLINROOM.COM. **NO PURCHASE IS NECESSARY TO ENTER DAILY CASH TOURNAMENTS OR QUALIFYING TOURNAMENTS.** The two methods of entry are as follows:

1. **VIP and Player's Club Membership Fee.**
2. ALLINROOM.COM charges a fee to receive certain membership benefits such as Gold Bars and Play Money Chips (which have no real world value), access to hundreds of Poker Lessons, Skill based assessments, no advertisements and live customer support which are not available to free members. VIP and Player's Club members will also be granted access to play in Daily, Weekly or Monthly Cash tournaments and qualifying satellite tournaments and participate in related activities on PTN OR ALL IN without having to complete a mail-in registration.
3. **VIP AND PLAYER'S CLUB MEMBERSHIP FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART FOR ANY REASON.**
4. PTN and ALLINROOM.COM reserves the right to change the fees, charges or billing methods in effect, or add new fees and charges, at any time. PTN and ALLINROOM.COM and will post these changes in advance without notice to you. You are responsible for reviewing email communication sent by PTN and the ALLINROOM.COM or visit the website to obtain timely notice of such changes. Continued use by you of the Service after notice of the changes constitutes acceptance of such changes. If you decide to cancel your VIP or Player's Club membership, PTN or the ALLINROOM.COM will not refund any fees accrued to your Account before you canceled. PTN and ALLINROOM.COM will not prorate fees for any membership. If your use of our services is subject to

use or sales tax, PTN and ALLINROOM.COM may charge you for any use or sales tax.

- 5. Mail in Entries. OFFLINE, NO-PURCHASE-NECESSARY-TO-WIN, METHOD OF ENTRY:** As an alternate means of entry into Daily, Weekly Cash tournaments or Qualifying satellite tournaments, a player must:
1. Register at ALLINROOM.COM as a free player and: for each thirty day period that you want to participate in Open Tournaments send a 3 inch x 5 inch card on which the player has legibly handwritten the player's PTN OR ALL IN screen name, First and Last Name, Complete Mailing Address (e.g. Street, City, State, ZIP code), Email Address, Date of Birth, and the thirty day period beginning at 12:01 a.m. Eastern time on the first day and ending at midnight on the thirtieth day in which the player would like to participate (one thirty day period per card) in mm/dd/yyyy format. The card must be placed in a #10 envelope, and mailed to PokerTrainingNetwork.com, C/O All In Room, 3773 North Federal Highway, Suite 207, Pompano Beach, Florida 33064. No photocopies, reproductions or facsimiles of the 3 inch x 5 inch card are allowed. Limit: 1 card per envelope.
  2. Entries must be received no earlier than fourteen (14) calendar days prior to the thirty day period in which entry is requested. ALLINROOM.COM will post a schedule of all tournaments. ALLINROOM.COM shall not be responsible for late, lost, illegible, incomplete, stolen, misdirected, mutilated or postage-due mail.
    - a. Approved mail-in entries will receive Play Money Chips per section 2 (2).
    - b. The odds of winning any prize will be the same by mail in entry as by online membership in the VIP or Player's Club. The odds of qualifying through a qualifying tournament will be the same by mail in entry as by online membership in the VIP or Player's Club, and all participants entering through this means will be accorded equal opportunities to participate and win in events held at ALLINROOM.COM, and will depend on the number of entrants.
    - c. This method of entry provides mail-in entrants with the same exact tournament eligibility as in the VIP or Player's Club Members in the AllInRoom.com.
- 6. USE OF PLAY MONEY CHIPS.** Play Money Chips are awarded as a result of play in Ring Games, Multi-table Tournaments and Sit & Go Tournaments as set forth in these terms and conditions. Play Money Chips can be used to enter the Ring Games, Multi-Table Tournaments, Sit & Go Tournaments, Daily, Weekly and Monthly Cash Tournaments, VIP and Players Player's Club Multi-Table Tournaments VIP and Player's Club Sit & Go Tournaments as follows:
1. Free Players receives 10,000 Play Money Chips when they open their account, regardless of method of entry. If a member's account is below 500 Pay Chips at any time, a Player can automatically reset to 500 Play Chips.
  2. Play Money Chips have no cash value whatsoever and cannot be used for any purpose except as provided in this Section.
  3. Once Play Money Chips are used to enter in to any tournament as described in Section 8, each player will be given chips for use in that tournament only, normally but not always the same amount of tournament chips depending on the structure of the tournament. These

tournament chips cannot be used for any purpose except for the tournament in which they were used and are extinguished at the end of the tournament.

4. **TOURNAMENT RATINGS.** For entry into Ratings-Based Tournaments, players are allowed entry only into the tournament specific to their rating level at the time of registration regardless of their method of entry.

**7. Description of Play.**

- a. **Poker Room Games.** Players may play any of the following three (3) games in the poker.

1. Texas Hold' Em – No Limit
2. Texas Hold' Em – Fixed Limit
3. Texas Hold' Em – Pot Limit

1. Ring Play is constantly available in the Poker Room. The amount of Play Money Chips required to buy in to a particular Ring game will be posted at each table on the site.

8. Ring play can be found in the "Poker Rooms" within the ALL IN lobby. Each table within the Poker Rooms has different table limits for beginners, intermediates and advanced players.

Generally, the higher the table limit, the more difficult the table. Additional tables offer no-limit poker with set buy-ins.

1. Open Tournaments and Ring Play on [www.ALLINROOM.COM](http://www.ALLINROOM.COM) are available to anyone who registers on the Site and becomes a member, completes the registration process at [www.ALLINROOM.COM](http://www.ALLINROOM.COM), meet the qualifications set forth herein and affirmatively accepts these terms of use and the associated privacy policy.
2. Basic Sit & Go Tournaments are ongoing tournaments occurring in the Poker Room consisting of exactly 6, 9 or 27 players. At least one Sit & Go Tournament will be available for each skill level or in progress in the Poker Room at any time. A Sit & Go Tournament will not begin until exactly 2, 6, 9 players register for that tournament.
3. Basic Multi-Table Tournaments are scheduled tournaments in the Poker Room. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. Provided that the minimum number of players enters, a Multi-Table Tournament will be held about once every 30 minutes. ALLINROOM.COM will not conduct a Multi-Table Tournament unless the minimum number of players registers to play that tournament.

9. Daily Cash Tournaments are scheduled tournaments that have a maximum of 1,000 players (note that this maximum is subject to change without notice to players) and are free to enter based on the terms set forth herein. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. Provided that the minimum number of players enters, a Daily Cash Tournament will be held about four to five times each day. The exact times of each Daily Cash Tournament will be posted on the site tournament schedule. Play Money Points may be required to buy in to (participate in) a Daily Cash Tournament.

10. PTN High Roller Tournaments - Entry requirements for PTN High Roller Tournaments are as follows:

1. Entry into the PTN High Roller Tournament Finals requires players to finish in the top 1 or 2 in at least one PTN High Roller Tournament Qualifier (depending on the structure of the Qualifier) or "buy in" directly prior to the event during the registration period for the required amount of Poker Points. Entry into each PTN High Roller Tournament Qualifier may require Poker Points to buy in (participate) depending on the structure of the Qualifier. The top 1 or 2 finishers in each PTN High Roller Tournament Qualifier will win a seat at that Monthly Cash Tournament Finals.
2. PTN High Roller Tournament Qualifiers are scheduled tournaments in the Poker Room. Monthly PTN High Roller Tournament Qualifiers will be held throughout each week on the times and dates to be posted on ALLINROOM.COM. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. If the number of players registered for a particular PTN High Roller Tournament Qualifier is less than too, that particular PTN High Roller Qualifier will not be run.
3. Players can enter as many PTN High Roller Tournament Qualifiers as they have Poker Points to meet the entry requirements but can earn only one (1) entry into the PTN High Roller Tournament Finals, regardless of how many times they qualify.
4. No cash prizes will be given out for the winners of the PTN High Roller Qualifier Tournaments.
5. PTN High Roller Tournament Finals are scheduled tournaments in the Poker Room. PTN High Roller Tournament Finals will be held each week on the time and date to be posted on ALLINROOM.COM. The PTN High Roller Tournament Finals have a maximum of 1,000 players. Players that have not qualified for the PTN High Roller Tournament Finals must monitor the Site for the starting time of the PTN High Roller Tournament Final and timely register for the event at least 15 minutes before the time and date that it is scheduled to commence. If a player fails to timely register, player forfeits entry to the tournament.

**11. 100 Players Club Gift Card Giveaway Tournaments - Entry requirements for the 100 Players Club Gift Card Giveaway are as follows:**

1. Entry into the 100 Players Club Gift Card Giveaway Tournament Finals requires players to finish in the top 1 or 2 in at least one 100 Players Club Gift Card Giveaway Tournament Qualifier (depending on the structure of the Qualifier) or "buy in" directly prior to the event during the registration period for the required amount of Poker Points. Entry into each 100 Players Club Gift Card Giveaway Tournament Qualifier may require Poker Points to buy in (participate) depending on the structure of the Qualifier. The top 1 or 2 finishers in each 100 Players Club Gift Card Giveaway Tournament Qualifier will win a seat at that 100 Players Club Gift Card Giveaway Tournament Finals.
2. 100 Players Club Gift Card Giveaway Tournament Qualifiers are scheduled tournaments in the Poker Room. 100 Players Club Gift Card Giveaway Tournament Qualifiers will be held throughout each week on the times and dates to be posted on ALLINROOM.COM. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. If the number of players registered for a particular 100 Players Club Gift

Card Giveaway Tournament Qualifier is less than 5, that particular 100 Players Club Gift Card Giveaway Qualifier will not be run.

3. Players can enter as many 100 Players Club Gift Card Giveaway Tournament Qualifiers as they have Poker Points to meet the entry requirements but can earn only one (1) entry into the 100 Players Club Gift Card Giveaway Tournament Finals, regardless of how many times they qualify.
4. No cash prizes will be given out for the winners of the 100 Players Club Gift Card Giveaway Tournaments.
5. 100 Players Club Gift Card Giveaway Tournament Finals are scheduled tournaments in the Poker Room. 100 Players Club Gift Card Giveaway Finals will be held each week on the time and date to be posted on ALLINROOM.COM. The 100 Players Club Gift Card Giveaway Tournament Finals have a maximum of 1,000 players. Players that have not qualified for the 100 Players Club Gift Card Giveaway Tournament Finals must monitor the Site for the starting time of the 100 Players Club Gift Card Giveaway Tournament Final and timely register for the event at least 15 minutes before the time and date that it is scheduled to commence. If a player fails to timely register, player forfeits entry to the tournament.

**12. Tournament Leader Board Tournaments - Entry requirements for the Tournament Leader Board Tournaments are as follows:**

1. Entry into the Tournament Leader Board Tournament Finals requires players to finish in the top 1 or 2 in at least one Tournament Leader Board Tournament Qualifier (depending on the structure of the Qualifier) or "buy in" directly prior to the event during the registration period for the required amount of Poker Points. Entry into each Tournament Leader Board Tournament Qualifier may require Poker Points to buy in (participate) depending on the structure of the Qualifier. The top 1 or 2 finishers in each Tournament Leader Board Tournament Qualifier will win a seat at that Tournament Leader Board Tournament Finals.
2. Tournament Leader Board Tournament Qualifiers are scheduled tournaments in the Poker Room. Tournament Leader Board Tournament Qualifiers will be held throughout each week on the times and dates to be posted on ALLINROOM.COM. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. If the number of players registered for a particular Tournament Leader Board Tournament Qualifier is less than 5, that particular 100 Players Club Gift Card Giveaway Qualifier will not be run.
3. Players can enter as many Tournament Leader Board Qualifiers as they have Poker Points to meet the entry requirements but can earn only one (1) entry into the Tournament Leader Board Tournament Finals, regardless of how many times they qualify.
4. No cash prizes will be given out for the winners of the Tournament Leader Board Tournaments.
5. Tournament Leader Board Tournament Finals are scheduled tournaments in the Poker Room. Tournament Leader Board Finals will be held each week on the time and date to be posted on ALLINROOM.COM. The Tournament Leader Board Tournament Finals have a maximum of 1,000 players. Players that have not qualified for the Tournament Leader Board

Tournament Finals must monitor the Site for the starting time of the Tournament Leader Board Tournament Finals and timely register for the event at least 15 minutes before the time and date that it is scheduled to commence. If a player fails to timely register, player forfeits entry to the tournament.

**13. First Month of Player's Club Membership Free with Gift Card Offer.**

- a. Offer valid for new Player's Club Memberships activated between January 1, 2011 until January 1, 2013.
- b. Customers that currently are or previously have been Player's Club Members are not eligible for this offer. This includes customers that are or have been in an introductory free trial.
- c. Customers that are currently a VIP or Player's Club Member are not eligible for this offer.
- d. When redeeming the free trial membership, include the 10 digit number on the Player's Club Gift Card and completed the short registration form.
- e. To avoid expiration, be sure to sign up for a full VIP or players club membership before your expired 30 trail ends.

**14. General Rules Applicable to All Tournaments:**

- a. All tournaments will begin at the time designated in the tournament details, which may be found in on the login page located at [www.ALLINROOM.com](http://www.ALLINROOM.com).
- b. Each player will be assigned a seat and he/she may not change his/her assigned seat.
- c. Players may un-register from a tournament up to the time it starts OR until the tournament has reached capacity.
- d. There is a deal for the button at the start of the tournament; high card plays the button for the first hand.
- e. The button moves in the conventional clockwise manner so that no player receives the button twice in a row. Occasionally, a player may become the button without having played in the blinds due to other players being eliminated (this commonly occurs in online tournaments due to technical software issues). This may happen to any player during the course of a tournament and therefore creates no long-term advantage.
- f. If a player registers for any tournament and sits out 11 consecutive hands at any time, the player will be removed from the tournament and no buy in will be refunded.
- g. If two (2) players should be eliminated simultaneously, the player with the largest number of chips at the beginning of the hand will be designated as having finished higher. It is impossible for two (2) people to be eliminated simultaneously when going heads up at the final table.
- h. If two (2) or more players should be eliminated simultaneously with the same amount of chips at the beginning of the hand, these players will tie and split the prize amount awarded to all places affected.
- i. When a tournament is down to the last two (2) players, the button will post the small blind and be first to act in the initial round. The big blind will then be first to act in the following rounds.
- j. The tournament finishes when one (1) player has won all the tournament chips and is declared the winner.
- k. Any play deemed unethical by ALL IN in its sole discretion (including, without limitation, team play, soft play or chip dumping) will result in the applicable player(s) being disqualified from the tournament.
- l. As players are eliminated over the course of a tournament, tables will be consolidated to keep a full complement of players. Players may be forced to post the blinds when arriving at a new table. Table reassignments are an inherent part of tournaments and apply equally to all players.

- m. Players and observers are required to use the chat function in a friendly and considerate way. At no time are players and observers allowed to discuss or comment on live hands. At no time are players and observers allowed to chat in any language other than English. PTN or ALL IN reserves the right, in its sole discretion, to remove the chat privilege and/or permanently ban the account for any user in violation of this requirement.
- n. Internet issues may cause server interruptions and ALL IN will endeavor to limit such interruptions during a tournament, but ALL IN does not assume responsibility for any such problems.

#### **15. Player Eligibility**

- a. **Subject To Local Laws.** You are subject to the laws of the country, state, city or other legal entity (collectively "Jurisdiction") in which you reside and/or from which you access the Site. Access to the Site may not be legal for some or all residents of, or persons present in, certain Jurisdictions. It is your responsibility to determine the law that applies in the applicable Jurisdiction and ALLINROOM.COM does not make any representation or warranty, express or implied, as to the lawfulness of your participation in the tournament sweepstakes, or that materials on this Site are appropriate for use in your Jurisdiction. ALLINROOM.COM does not intend that the Site be used by persons present in Jurisdictions in which the playing of card games for free or entering sweepstakes may be prohibited or restricted. You agree that the Site does not constitute an offer, solicitation or invitation by ALLINROOM.COM for the use of any service in any Jurisdiction in which such activities are prohibited or restricted. You agree that, and ALLINROOM.COM asserts that, ALLINROOM.COM shall not have any responsibility under any laws in any Jurisdiction, other than the state of Texas in the United States. ALLINROOM.COM further reserves the right to require you to provide proof that you are eligible to participate and win prizes in the online poker tournament sweepstakes prior to payment of any winnings or prizes. Proof of eligibility includes, but is not limited to, a copy of a valid government issued identification and proof of address. ALLINROOM.COM also reserves the right, in its sole and absolute discretion, to refuse service and access to any potential participant.
- b. **VIP and Player's Club services are not available to residents of the following states:** Alabama, Arkansas, Georgia, Idaho, Michigan, Minnesota, Missouri, Montana, North Dakota, South Dakota, Oklahoma, South Carolina and Washington.
- c. **Parental Control.** Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to those under eighteen (18) years of age, or the legal age to participate in the tournament sweepstakes in the applicable Jurisdiction, whichever is higher.

#### **16. Registration**

- a. **Initial Account Establishment.** To register on the Site and become a member, you must complete the registration process at ALLINROOM.COM and affirmatively accept these terms of use and the associated privacy policy. You must register a specific ID and password to enable access to your account to manage your account.
- b. **Continuing Duty and Affirmation.** Each time you use the Site, you represent and warrant to ALLINROOM.COM that: (i) you are at least eighteen (18) years of age, or the legal age to participate in a tournament sweepstakes in the applicable Jurisdiction, whichever is higher; (ii) your access to the Site, your participation in tournament sweepstakes, and ALLINROOM.COM's offering and operating the tournament sweepstakes are legal in your applicable Jurisdiction; (iii) the e-mail address submitted by you is owned or controlled by you; and (iv) all information you provide is true, accurate, current and complete. All such representations and warranties are relied upon by ALLINROOM.COM. By applying for registration, you authorize ALLINROOM.COM to

make any and all enquiries as ALLINROOM.COM in its sole discretion considers necessary to verify the information provided by you. ALLINROOM.COM may require you to submit such proof of age, identity and place of residence as it may require, at any time. ALLINROOM.COM reserves the right to suspend and/or terminate your registration and/or account where it has grounds to suspect that any of your provided information is untrue, inaccurate, not current or incomplete. You maintain the responsibility to promptly update the information provided at registration to keep it true, accurate and complete.

- c. **No Employees.** No employee of ALLINROOM.COM or of any of its parent companies, subsidiaries or affiliates, licensees, advertising, promotional or other agencies, software suppliers and/or developers is permitted to win any prizes on the Site. Any such person found to have violated this provision shall not be entitled to collect any winnings.
- d. **One Account Only.** You may only register one account for yourself. You hereby acknowledge and agree that you shall not register more than one account, for yourself. If it is determined that you have registered more than one account, then you acknowledge and agree that you shall not be eligible to win any prizes and you may be excluded from play.
- e. **Affirmation of Skill & Fairness.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT TOURNAMENT SWEEPSTAKES ARE CONTESTS THAT ARE DETERMINED PRIMARILY BY SKILL AND THAT NO CONSIDERATION IS REQUIRED FOR YOU TO PARTICIPATE IN THE TOURNAMENT SWEEPSTAKES. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THAT THESE TERMS AND CONDITIONS ARE FAIR.

#### **17. Subscription Services**

By registering for any Play Money Chips Subscription, you authorize ALLINROOM.COM to charge applicable recurring fees to your designated credit card. Monthly subscriptions are billed on a 30-day cycle, which begins upon successful registration (or at the end of a limited trial period, if applicable to a promotion that you joined through) and ends 30 days thereafter. All subscription membership plans renew automatically at the end of the applicable billing cycle unless you cancel your subscription plan before the end of the cycle. If, upon the scheduled subscription renewal date, billing attempt fails, you will be downgraded to a monthly membership and billed accordingly. If your use of our services is subject to use or sales tax, then ALLINROOM.COM may also charge you for any such taxes, besides the subscription fee or other fees published at ALLINROOM.COM. ALLINROOM.COM reserves the right to change the fees, charges or billing methods in effect, or add new fees and charges, at any time. You are responsible for reviewing the ALLINROOM.COM website to obtain timely notice of such changes. Continued use by you of the Service after notice of the changes constitutes acceptance of such changes. To cancel your subscription membership email support@ptnsupport.com. Your subscription membership fees are payable in advance and are not refundable in whole or in part for any reason. ALLINROOM.COM is not responsible for any results, such as an overdraft fee, that may occur to your account because of pending charges. You are responsible for any Internet service provider, telephone, wireless and other connection fees that you may incur when using ALLINROOM.COM, even when we offer a free trial. Trial memberships may not be transferred at any time to any other user. Trial memberships are limited to one per person.

#### **18. Cash Prize Awards**

- a. Our monthly prize amount represents the total cash awarded in any calendar year, divided by the twelve (12) months of that year.

#### **19. Account Identifiers**

- a. **Secrecy Obligation.** Once joined and have a unique username, and password it is your responsibility to keep these Identifiers secure and confidential. Some or all of these

Identifiers are required to access certain areas of the Site. In the event that you are concerned that they are no longer secure and confidential, you should immediately notify ALLINROOM.COM by sending an e-mail to support@ptnsupport.com, whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at the sole discretion of ALLINROOM.COM. Without limiting the foregoing, any transactions made and accepted on the Site where your Identifiers have been used (and where you have not previously notified ALLINROOM.COM as provided herein) will be treated as valid.

- b. **No Transfer.** Your account is not transferable. Under no circumstances, shall you allow or permit any other person or third party, including without limitation any person under the legal age to participate in tournament sweepstakes, and in no event any person under the age of eighteen (18) years, to use or re-use your account or your Identifiers in such a way that may breach the standards or laws in any Jurisdiction where you are located and/or are a resident, or where such other person is located and/or is a resident. Any person found to have violated this section will not be entitled to collect any prizes or winnings and may be reported to the relevant authorities.
  - c. **You Are Responsible.** You agree to be solely responsible for all use of the Site (including without limitation participation in tournament sweepstakes) through the use of any of your Identifiers (except where you have notified ALLINROOM.COM as provided above) and you agree to indemnify and hold harmless ALLINROOM.COM, along with its parent company, affiliates, managers, agents and directors, for any and all claims, losses, liability, damages and costs (including attorneys' fees and expenses) arising from such use.
- 20. No Interest.** Any monies or prizes held in your account shall not bear interest in your favor. If you win any money or prizes from the tournament sweepstakes, then you are solely responsible for and required to make all arrangements for the payment of any taxes due from you in your applicable Jurisdiction.

#### **21. Account Suspension**

- a. **Right to Cancel Account.** ALLINROOM.COM reserves the right to refuse or cancel your registration and/or account for any reason whatsoever at any time with or without notice to you.
- b. **Investigation.** If your account is terminated or suspended, ALLINROOM.COM reserves the right to determine whether to declare as void any transactions placed by you.

#### **22. Site Use**

- a. **Services May Change or End.** ALLINROOM.COM reserves the right, in its sole discretion, at any time and without notice to you, to add, alter or discontinue services offered on the Site without creating any obligation to you.
- b. **You Must Obey Guidelines and Rules.** When using the services on the Site, you agree that you are subject to any guidelines, policies or contest rules applicable to such services, which may be posted from time to time. All such guidelines, policies or contest rules are hereby incorporated by reference into these terms. You fully accept that all computer instructions and responses sent over the Internet to and from ALLINROOM.COM and/or through use of software will be binding on you. Your commercial use of the Site or any of the online contests is strictly forbidden.
- c. **Telecom and Access Fees.** You are solely responsible for obtaining access to the Site and that access may involve third party fees, including without limitation, Internet service provider, telephone, cable or airtime fees. You are solely responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are solely responsible for all equipment necessary to access the Site.

- d. **Odds, Risk and Fair Play.** You acknowledge and agree that the tournament sweepstakes are skill based contests that measure your ability to play poker and manage risk against the skills of others and that you are not likely to profit from this entertainment endeavor.
- e. **Cheating.** You acknowledge and agree that you shall not cheat, attempt to cheat, or otherwise interrupt or attempt to interrupt the operations of the Site or any particular Site service or contest. If ALLINROOM.COM believes in its sole discretion that you have engaged, or attempted to engage, in any act to cheat, use automated technology or otherwise unfairly alter your likelihood of winning, or to otherwise commit fraud with regard to the Site, then, in such an event, you will forfeit all prizes or winnings to which you may otherwise be entitled, and ALLINROOM.COM reserves the right to institute civil or file criminal proceedings against you and to report you to the relevant regulatory authorities.
- f. **Behavior & Responsibility**
  - i. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Site or use of any portion of the Site for any commercial purposes.
  - ii. You shall not register multiple accounts or use any automated technology, including but not limited to robots, scripts, macros, and/or programs, LAN play, or engaging in team play on any ALLINROOM.COM web site, including but not limited to the Site. You acknowledge and understand that any attempt to participate in any service offered on any ALLINROOM.COM Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to any ALLINROOM.COM Site, will result in civil and/or criminal prosecution, termination of your account, and forfeiture of all winnings to which you may otherwise be entitled.
  - iii. You shall accept and abide by the contest rules set forth on the contest rules web page, to be amended from time to time by ALLINROOM.COM in the sole discretion of ALLINROOM.COM.
  - iv. You agree that ALLINROOM.COM is not liable for any loss caused by any unauthorized use of your credit card by a third party in connection with any ALLINROOM.COM Site or any third party site.
  - v. Any attempt to defraud any ALLINROOM.COM site through the use of credit cards or any other form of payment, regardless of the outcome, or any failure by you to honor charges or requests for payment will result in immediate termination of your account, forfeiture of any winnings to which you are otherwise entitled, and civil and/or criminal prosecution.
  - vi. You agree that ALLINROOM.COM is not, and shall not be, responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of any ALLINROOM.COM site or your account.
  - vii. You, as the holder of your account, are solely responsible for all obligations and are entitled to all benefits therefrom, and may not allow any other person to access your account, access any ALLINROOM.COM site, accept any winnings, or participate in any services using your account information. Your account is not transferable to any other person. By registering and/or participating in any services offered on the ALLINROOM.COM site, you agree to indemnify, defend, and hold ALLINROOM.COM harmless from or for any claims, liability, damages, and/or costs (including attorneys' fees) arising from any use of your account by any person.
  - viii. You agree to never transmit data, conversation, or any other information that may be (i) be defamatory or offensive, (ii) slanderous, (iii) rude, (iv) infringe the rights of any third party, (v) provide information regarding playing contests on

the Site, or (vi) deemed generally unacceptable behavior in the sole discretion of ALLINROOM.COM.

- g. **Computer Errors.** You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software. If you become aware that the software contains any error, or is incomplete, you shall immediately notify ALLINROOM.COM by e-mail at support@ptnsupport.com. You agree to refrain from taking any advantage whatsoever of that error or incompleteness and ALLINROOM.COM reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery. ALLINROOM.COM will not be liable for any alleged winnings that are, in ALLINROOM.COM's sole discretion, the result of a system error or malfunction.
- h. **Verification.** Whenever ALLINROOM.COM requests additional verification, proof or documentation from you, including without limitation a copy of your passport, driver's license or utility bill, such materials must be sent by facsimile, mail or such other means of communication specified by ALLINROOM.COM. Such materials will become the property of ALLINROOM.COM and will not be returned to you.
- i. **Referrals.**

### 23. Third Party Websites

- a. **Other Sites Are Not Our Responsibility.** This Site may link you to other websites, which websites may contain information or material that some people may find objectionable. These other websites are not under the direct control of ALLINROOM.COM and you acknowledge that ALLINROOM.COM is not responsible for the accuracy, copyright and trade mark compliance, legality, decency or any other aspect of the content of such websites. You further acknowledge and agree that ALLINROOM.COM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party content, goods or services available on or through any such website.
- b. **Future Marketing.** You hereby acknowledge and agree that ALLINROOM.COM and/or its affiliates may market products and services to you in the future.

### 24. Proprietary Rights

- a. **Intellectual Property.** You acknowledge and agree that all content and materials available on this Site are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Designated trademarks, service marks and brands are the property of their respective owners. Reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this Site is strictly prohibited without the express written permission of ALLINROOM.COM. Except as expressly authorized by ALLINROOM.COM, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on this Site on any single computer at any given time for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Use of the content or materials for any purpose not expressly permitted in these terms is strictly prohibited.
- b. **License.** ALLINROOM.COM grants you a personal, non-transferable and non-exclusive right and license to use any necessary software used in connection with its services on any single computer at any given time, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, decompile, reverse assemble or otherwise attempt to discover any source code, sell, assign,

sublicense, grant a security interest in or otherwise transfer any right in the software. You agree not to modify the software in any manner or form, or to use modified versions of the software, including, without limitation, for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than through the interface that is provided by ALLINROOM.COM for use in accessing the Site.

- c. **Notice and Procedure for Making Claims under the Digital Millennium Copyright Act.** The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on ALLINROOM.COM in a way that may constitute copyright infringement, you may provide notice of your claim to Provider's Designated Agent listed below. For your notice to be effective, it must include the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. A description of the copyrighted work that you claim has been infringed upon;
- iii. A description of where the material that you claim is infringing is located on ALLINROOM.COM;
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- v. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Provider's Designated Agent is:

AllInRoom.com  
3773 North Federal Highway, 207  
Pompano Beach, Florida 33064  
support@AllInRoom.com

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website. All other inquires to the Designated Agent will not be answered.

## 25. Privacy

- a. The ALLINROOM.COM site is not open to anyone under the age of eighteen (18).
- b. The ALLINROOM.COM site privacy policy is set forth in the Privacy Policy; you hereby agree to the terms of this policy and acknowledge that such terms and policies may be changed without specific notice to you.

## 26. No Warranty.

- a. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.
- b. ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE ("MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE MATERIALS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ALLINROOM.COM, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

- c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALLINROOM.COM OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
  - d. ALLINROOM.COM DOES NOT WARRANT ANY CLIENT SOFTWARE YOU MAY DOWNLOAD FROM THE SITE OR FROM RELATED SITES. ALL MATERIALS, INFORMATION, CLIENT SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE ("CLIENT MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CLIENT MATERIALS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ALLINROOM.COM, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CLIENT MATERIALS ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE CLIENT MATERIALS OR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE CLIENT MATERIALS WILL BE CORRECTED; OR THAT THE CLIENT MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CLIENT MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.
- 27. Limitation of Liability.** IN NO EVENT SHALL ALLINROOM.COM, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE, INCLUDING UNAUTHORIZED ACCESS TO OR ALTERATIONS TO YOUR TRANSMISSIONS OF DATA. UNDER NO CIRCUMSTANCES WILL ALLINROOM.COM BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ALLINROOM.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**28. Sole Remedy.** IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LIABILITY RELATING TO OR ARISING OUT OF THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT.

**29. Indemnity.** You agree to defend, indemnify and hold harmless ALLINROOM.COM and its parent, subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from all liabilities, actions, claims and expenses, including legal fees, asserted by any third party, governmental body or governmental agency, arising out of or relating to: (a) this agreement; (b) your use of the Site, including any data or work transmitted or received by you or any service provider; (c) your connection to any PTN or ALLINROOM.COM site; (d) your violation of this agreement; (e) your violation of any gaming regulations, edicts or laws to which the you are subject; or (f) your violation of any rights of a third party or service provider.

**30. Right To Cancel Contest**

- a. If ALLINROOM.COM, its parents, affiliates, managers, or directors determines that operating the tournament sweepstakes is not feasible for any reason, including, but not limited to, a change in the risk of operating the contests, or insufficient participation in the contests, then the tournament sweepstakes may be ended by ALLINROOM.COM and ALLINROOM.COM shall owe you nothing. ALLINROOM.COM, its parents, affiliates, managers, or directors, may in their sole and absolute discretion have a drawing for any prizes in the event that the tournament sweepstakes is cancelled.

**31. Miscellaneous**

- a. Incorporation. You agree that this agreement and all incorporated agreements may be automatically assigned by PTN and the ALLINROOM.COM, in its sole discretion, to a third party in the event of a merger or acquisition.
- b. No Waiver. PTN and ALLINROOM.COM's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. PTN's and ALLINROOM.COM's failure to enforce in one or more instances any of these terms shall not be construed as a waiver of the future performance of any term.
- c. Severability and Integration. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and ALLINROOM.COM with respect to this Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and ALLINROOM.COM with respect to this Site. If any part of these terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- d. Notices. Except as expressly stated otherwise, any notices to ALLINROOM.COM shall be made by registered mail to ALLINROOM.COM, Attention: Legal Department, 3773 North federal Highway, 207 Pompano Beach, FL 33064. Notices to you may be made to the e-mail address you provide to ALLINROOM.COM during the registration process or by postal mail (including registered mail) to the address you provide to ALLINROOM.COM during the registration process. Notice sent to you shall be deemed given twenty-four (24) hours after e-mail is sent and three (3) days after the date of mailing.
- e. Time Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement or use of the Service must be filed within one (1) year after such claim or cause of action arises or be forever barred.

- f. Choice of Law and Forum. These terms shall be governed by and construed in accordance with the laws of Florida, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms, the tournament sweepstakes or your use of this Site shall be resolved in accordance with the dispute resolution terms set forth in Section 17.g of these terms.
- g. Dispute Resolution. You and ALLINROOM.COM agree that any Dispute between you and ALLINROOM.COM will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum ("NAF") and conducted under its rules, except as otherwise provided below. You and ALLINROOM.COM will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and ALLINROOM.COM. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at a reasonable location in Broward County, Florida. If you prevail in the arbitration of any Dispute with ALLINROOM.COM, ALLINROOM.COM will reimburse you for any fees ALLINROOM.COM you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from ALLINROOM.COM, or (iii) any other dispute arising out of or relating to the relationship between you and ALLINROOM.COM; the term "ALLINROOM.COM" means ALLINROOM.COM and its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by ALLINROOM.COM. Information may be obtained from the NAF on line at [www.arb-forum.com](http://www.arb-forum.com), by calling 800-474-2371, or writing to P.O. Box 50191, Minneapolis, MN, 55405.

By accessing this website, you represent that you have read this agreement in its entirety, understand its terms, are duly authorized to execute this agreement on behalf of yourself, and you will be bound by these terms.