

**Bulldog Digital Card**  
**CARDHOLDER AGREEMENT / TERMS AND CONDITIONS**

IMPORTANT NOTICES: PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE REDEEMING A BULLDOG DIGITAL CARD. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND INCLUDES A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BULLDOG CHARGES NO FEES OF ANY KIND. HOWEVER, PLEASE BE AWARE THAT IF YOU CHOOSE TO PURCHASE THIRD-PARTY PRODUCTS, SUCH AS AN OPEN-LOOP PREPAID CARD, THOSE THIRD PARTIES MAY IMPOSE THEIR OWN FEES WHICH YOU WILL BE PROVIDED SEPARATE TERMS AND CONDITIONS AND APPLICABLE DISCLOSURES.

**CUSTOMER SERVICE CONTACT INFORMATION**

**Mailing Address:**

1640 Airport Road  
Suite 104  
Kennesaw, GA 30144

**Website:** <https://bulldogwallet.com/>

**Phone Number:** (404) 941-3204

This Cardholder Agreement ("Agreement") constitutes the agreement between you and Bulldog Gaming, LLC ("Bulldog", "our" or "we"), outlining the terms and conditions under which the Bulldog Digital Card has been issued to you by Bulldog. By accepting and using the Bulldog Digital Card, you agree to be bound by the terms and conditions contained in this Agreement. The Card is nontransferable, is not for resale, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Notwithstanding the Unclaimed Property Section below, the Bulldog Digital Card does not expire. There are no dormancy, inactivity or service fees imposed by Bulldog to redeem this Bulldog Digital Card. We may revise these terms and conditions and any of the policies listed from time to time. We reserve the right to amend these terms and conditions at any time without notice, subject to applicable law.

**About Your Card**

This Bulldog Digital Card is an electronic gift card issued solely as noncash prize redemption under O.C.G.A. § 50-27-70 et seq. The Bulldog Digital Card is useable only at

Bulldog Kiosks to obtain Coin Operated Amusement Device ("COAM") play at participating gaming establishments, or to purchase eligible products offered for sale through the Bulldog Kiosk. The Bulldog Digital Card is not a general use or open loop retail gift card and has no cash value and does not provide cash access or ATM access. The Bulldog Digital Card is a closed loop, non-reloadable gift card issued pursuant to OGCA 50-27-71.1 and constitutes a lawful act of in-store redemption for Class A and Class B machine awards. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. You may only use your Bulldog Digital Card at participating Bulldog gaming establishments. Bulldog Digital Cards may only be used for noncash purposes only and may not be converted into cash, change, or currency. Bulldog Digital Cards will not be given to you in the form of currency, change, or cash. Your Bulldog Digital Card has no dormancy, inactivity or service fees and is to be used for domestic and private use only. You shall not use your Bulldog Digital Card for any commercial, business or re-sale purpose and we have no liability to you for any business losses whatsoever.

**Authorized Card Users**

You may not permit another person to have access to your Bulldog Digital Card.

**Fees**

The Bulldog Digital Card has no dormancy, inactivity or service fees.

**Representations and Warranties**

By redeeming the Bulldog Digital Card or by retaining, using or authorizing the use of the Bulldog Digital Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a U.S. citizen or legal alien (with valid U.S. tax ID number) residing in the United States, Puerto Rico or the District of Columbia; (iii) you received a copy or were given the opportunity to receive a copy of this Agreement and agree to be bound by and to comply with its terms; and (iv) you accept the Card. Additionally, you represent and warrant that you will NOT: (a) use the Bulldog Digital Card in a manner inconsistent with the terms and conditions or in any way that violates any local, national, or international laws or regulations; (b) Permit anyone else to use your Bulldog Digital Card; (c) Attempt to circumvent or compromise any security measures; (d) Act in

a manner that is defamatory, trade libelous, threatening or harassing; (e) Provide false, inaccurate or misleading information to us; (f) Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; (g) Harass and/or threaten our employees, agents, or other users; (h) Resell or repurpose your Bulldog Digital Card; (i) Infringe our intellectual property rights or those of any third party in relation to your use of the Bulldog Digital Card; or (j) Create or use a Bulldog Wallet if you are younger than 18 years old.

### Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, BULLDOG WALLET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BULLDOG DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE BULLDOG DIGITAL CARD AT TIMES OR LOCATIONS OF YOUR CHOOSING. FROM TIME TO TIME THE BULLDOG DIGITAL CARD MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR BULLDOG DIGITAL CARD OR OBTAIN INFORMATION FROM YOUR BULLDOG DIGITAL CARD, INCLUDING THE AVAILABLE BALANCE OF FUNDS ASSOCIATED WITH YOUR BULLDOG DIGITAL CARD. PLEASE NOTIFY US AT THE CUSTOMER SERVICE NUMBER STATED BELOW IF YOU HAVE ANY PROBLEMS USING YOUR BULLDOG DIGITAL CARD. YOU AGREE THAT BULLDOG AND OUR RESPECTIVE AFFILIATES, EMPLOYEES, OR AGENTS ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

### Limitation of Liability

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE BULLDOG DIGITAL CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE BULLDOG DIGITAL CARD.

### Limits

| AWARD LIMITS                   |           |
|--------------------------------|-----------|
| Transaction Limitations        | Limit     |
| Per Bulldog Digital Card       | \$1000.00 |
| Load Limitations               | Minimum   |
| Minimum Redemption Transaction | \$5.00    |

### Loading Your Card

The minimum amount of funds that may be redeemed to your Bulldog Digital Card by you is \$5.00. The maximum amount of funds that may be loaded to your Bulldog Digital Card in aggregate vary by time period and are outlined in the table above.

### When Value on your Card is Available

Funds are available at the time the Card is activated; however, we reserve the right, at our sole discretion, to delay funds availability for up to 24 hours following card activation.

### Card Expiration

Except as otherwise required by law, the Bulldog Digital Card does not expire.

### Unclaimed Property

Applicable law may require us to report to state government authorities any funds remaining with respect to your Bulldog Digital Card after a certain period of inactivity (typically 3-5 years after your last transaction). In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Bulldog Digital Card to state government authorities as unclaimed property.

### Confidentiality

We may disclose information to third parties about you, your Bulldog Digital Card, or the transactions you make: (1) Where it is necessary or helpful for completing transactions; (2) In order to verify the existence and condition of your Bulldog Digital Card; (3) In order to

comply with government agency, court order, or other legal or administrative reporting requirements; (4) If you consent by giving us your written permission; (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; (6) In order to prevent, investigate or report possible illegal activity; (7) In order to issue authorizations for transactions on the Bulldog Digital Card; (8) As permitted by applicable law; or (9) Otherwise as necessary to fulfill our obligation under this Agreement.

### **Lost or Stolen Bulldog Digital Cards; Your Liability for Unauthorized Transactions**

If you believe an error has occurred with your Bulldog Digital Card, or if your Bulldog Digital Card has been lost or stolen, or you believe that your Bulldog Digital Card has been used without your permission, you must contact Bulldog Customer Service IMMEDIATELY at (404) 941-3204 and we will take reasonable steps to investigate the claim.

### **Intellectual Property**

All intellectual property rights including, to the extent applicable, copyright, trademarks, design rights, patents or other intellectual property rights whether registered or not, covering the Bulldog Digital Card or Bulldog websites (including any and all content displayed or transmitted by such items), and any technology used to provide the Bulldog Digital Card, are exclusively owned by Bulldog. Except for use of your Bulldog Wallet in accordance with these terms and conditions, you are granted no rights to use or, without limitation, copy, modify, transmit, distribute, display, reproduce, publish, license or in any way use any of the intellectual property contained within any of our websites, channels, or applications without our prior written consent.

### **Assignment; Applicable Law; Severability**

You may not transfer or assign any rights or obligations you have under this user agreement without our prior written consent. We may transfer or assign this user agreement or any right or obligation under this user agreement at any time. These Terms are governed by the laws of the State of Georgia. Subject to the provisions of the Arbitration Section set forth above, you agree and hereby submit to the exclusive personal jurisdiction and venue of the state or federal courts in the State of Georgia, with respect to such matters. Each of the provisions in these Terms operates separately. If any provisions are determined to be illegal, invalid or otherwise unenforceable then the remaining provisions shall remain in full force and effect.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at <https://bulldogwallet.com/>, and any such amendment shall be effective upon posting to that website. The current Agreement is available at <https://bulldogwallet.com/>. We, in our sole discretion, reserve the right to suspend or terminate this Agreement (and any amendments or subsequent agreements), your access to or use of our websites, or your Bulldog Digital Card for any reason.

### **Court Order / Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including, placing a hold or limitation on your Bulldog Digital Card, or terminating your Bulldog Digital Card. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your Bulldog Digital Card. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

### **Website Availability**

While we shall use our reasonable endeavors to maintain services and communications, and keep content up to date, we are unable to guarantee the accessibility of any of our websites, channels or applications, nor do we make any promises about the accuracy or completeness of the content or information contained within.

### **Overpayment**

We, when applicable, reserve the right to deduct funds from your Bulldog Digital Card Account in order to correct a previous error or overpayment to you, and you authorize us (a) to share information as necessary with your Sponsor in connection with resolving any errors or overpayments related to Sponsor loads to the Card and (ii) to the extent applicable, to accept instructions from your Sponsor to add or deduct funds from your Card Account and, in the case of deductions, to return those funds to your Sponsor

### **Customer Service**

For customer service or additional information regarding your Bulldog Digital Card, please contact us at:

1640 Airport Road  
Suite 104  
Kennesaw, GA 30144  
(404) 941-3204

### **Section Headings**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

### **Entire Understanding**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

### **Arbitration**

ANY CLAIM, DISPUTE, OR CONTROVERSY ("CLAIM") BETWEEN YOU AND US ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR BULLDOG DIGITAL CARD, YOUR ACQUISITION OF THE BULLDOG DIGITAL CARD, YOUR USAGE OF THE BULLDOG DIGITAL CARD, OR TRANSACTIONS ON THE BULLDOG DIGITAL CARD, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE FINALLY AND EXCLUSIVELY RESOLVED BY BINDING INDIVIDUAL ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES IN THE STATE OF ILLINOIS AT A LOCATION THAT IS REASONABLY CONVENIENT FOR BOTH PARTIES. THIS ARBITRATION PROVISION REPLACES THE RIGHT TO GO TO COURT. ANY DISPUTE OR CLAIM SHALL BE BROUGHT SOLELY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, REPRESENTATIVE PROCEEDING, MASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR CONSOLIDATED ACTION. IN ADDITION, THIS SECTION PROHIBITS YOUR ABILITY TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE AND PROHIBITS YOUR ABILITY TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IF NOT FOR THIS AGREEMENT, YOU MAY HAVE OTHERWISE HAD A RIGHT TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS) AND YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT TO BRING CLAIMS IN A COURT BEFORE A JUDGE OR JURY. This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Bulldog Digital Card, or any amounts owed on your Bulldog Digital Card, to any

other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT REDEEM FOR A BULLDOG DIGITAL CARD, CANCEL THE TRANSACTION AND YOU WILL BE RE-ISSUED A BULLDOG CERTIFICATE.