

Rules and Terms of Account Wagering

1. Agreement

By opening an account with **Plainridge Win Line** you certify that:

- A. You have read and agree to use the account in accordance with the instructions and conditions in these Rules and Terms of Account Wagering or as otherwise communicated to you by **Plainridge Win Line**.
- B. You authorize us to accept, and you agree to be responsible for, all instructions sent to us or to our tote system. By such means as are made available by us, when accompanied by your account number and personal identification number (PIN) and/or password (Password).
- C. You hereby consent to the recording of all Account Transactions including any calls made to our **Win Line Customer service office**.
- D. You are at least 18 years of age. You are familiar with all relevant local laws of the jurisdiction you reside in. You have the legal right to place a wager, and that we have the right to accept your wager.
- E. You acknowledge that the Account is for your personal use only. Any wagers placed by a person other than you are strictly prohibited and will result in the immediate termination of your account. You are legally responsible for all wagering placed through your account using your account number, PIN and Password, whether by you or any other person with or without your knowledge or consent. Until notification has been received by **Plainridge Win Line Customer service office** confirming the cancellation of your account, or that the confidentiality of your Account Number, PIN and Password have been compromised. You bear full responsibility for maintaining the confidentiality of your Account Number, PIN and Password and must do so.
- F. You are placing wagers for personal, private use only, and that you will not make any information, materials or services made available by **Plainridge Win Line** to you available to any person who is not otherwise allowed to access them. This precludes the use of this information, materials or services for commercial purposes, as well as the making of this information, materials or services available to a minor in any way, shape or form.

2. Wagering Services

Plainridge Win Line reserves the right, at its sole discretion and without prior notice to discontinue, deny or alter services offered by **Plainridge Win Line** without creating any obligation or liability to you. **Plainridge Win Line** reserves the right to refuse an account to any person and refuse a wager from any account holder. **Plainridge Win Line** reserves the right, at its sole discretion to terminate and close an account for whatever reason and without explanation. In the event the account has funds in the account the full amount will be refunded to the account holder within five business days. **Plainridge Win Line** shall not establish or maintain an account for any person who is banned or prohibited from entering the premises of an association in the Commonwealth in accordance with M.G.L.c. Chapter 128A section 10A.

3. Acceptance of Wager

Plainridge Win Line shall only accept wagers on events that are in the daily betting menu. You acknowledge that **Plainridge Win Line** shall not be deemed to have accepted any wager until the account clerk has repeated the wager that has been entered, the account holder must confirm that this is the wager and inform the account clerk that he/she accepts the wager. Wagers made by phone or electronically, the recording of the transaction shall be deemed to be the actual wager, regardless of what was recorded by the pari-mutuel system.

4. Deposits and withdrawals

Deposits can be made by mailing, or by presenting in person at **Plainridge Win Line Customer service office**. Cash (only if in person) money order, certified check, personal check, or other negotiable order of withdrawal in the sum of at least \$25.00 along with a deposit slip bearing your account number. With personal checks your account will not be credited with funds until **Plainridge Win Lines** bank clears those funds. This check clearing process will take 7 business days on average.

Withdrawals from your account can be made in person, with valid photo identification and a signed withdrawal slip, during regular business hours of **Plainridge Win Lines customer service center**. A withdrawal request may also be made by mail including a signed withdrawal slip with your account number, password and signature. All withdrawals by mail will be mailed out within 5 business days of our receipt of the request. Accounts will not be permitted, under any circumstances to establish a negative balance or overdraft in your account.

5. Payment Terms

All wagers placed using your account will be U.S. dollars.

6. You are responsible for the payment of all applicable sales; use, gaming or other taxes for products, services, or wagers purchased or placed using your account. In offering account wagering services **Plainridge Win Line** complies with the internal Revenue Service (IRS) requirements for reporting and withholding proceeds from wagers placed by account holders. Any account inactive for a period of three years will be presumed to be abandoned and proceeds paid to the Commonwealth via the State treasurer under provisions of M.G.L.c. 200A.

7. Passwords and Pin Numbers

It's the account holder's responsibility to protect all personal information for their account. Passwords and PIN numbers shall be not be disclosed to any non-authorized third party for any unauthorized purpose. **Plainridge Win Line Customer service office** must be notified immediately of any unauthorized use of a password, registration profile or any other breach of account security.

8. Indemnification

You agree to indemnify and hold harmless **Plainridge Win Line**, its suppliers, distributors, subcontractors and its affiliates and related entities and their respective directors, officers, employees and agents, from and against all claims, losses, damages, liabilities and costs (included but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these Rules and terms of Account wagering. The foregoing indemnification obligation shall survive termination of these Rules and Terms of Account Wagering.

9. Disclaimer and Liability

You expressly acknowledge, understand and agree that to the fullest extent permissible by applicable law. **Plainridge Win Line** disclaims all warranties or affirmations of fact, express or implied, including, but not limited to, any implied warranties of fitness for a particular purpose, with regard to products or services provided by **Plainridge Win Line** or any third party. **Plainridge Win Line** does not warrant that any product or service will meet your needs or requirements. **Plainridge Win Line** its officers, directors, employees and agents will not be liable to you or to any third party for any damages of any kind arising from the purchase or use of any product or services including but not limited to, direct, indirect, incidental, exemplary, punitive, and consequential damages. Whether in contract or tort, including, but not limited to, loss of revenue or profits, whether foreseeable or not and whether **Plainridge Win Line** has been advised of the possibility of such damages or not. **Plainridge Win Line** disclaims any liability for misuse or abuse of gaming services or non-compliance with legislation. Any data provided by **Plainridge Win Line** or by a third party supplier, including but not limited to Equibase company LLC. Generally is accurate but occasionally errors and omissions occur resulting in incorrect data being made available to you. **Plainridge Win Line** and any third party supplier of data disclaims all warranties or affirmations of fact or accuracy, express or implied, with regard to such third party data. Because certain jurisdictions to which these Rules and Terms of Account Wagering may be subject do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may be held to be inapplicable in those jurisdictions. In the event the foregoing disclaimer and limitation of liability is held to be unenforceable for any reason, then **Plainridge Win Line** maxim liability for any of the foregoing types of damages shall be limited to the transaction fee for the transaction that gave rise to the claim or \$100.00 whichever is less.

10. Miscellaneous

- A. **Plainridge Win Line** Shall not be liable for any delay in or impairment of performance resulting in whole or in part from externally caused Interference. Damage or disruption to network components, transmission (which includes network, electrical or other common systems); Irreparable component, transmission acts of God: Severe weather conditions, governmental decrees or controls, strikes, labor disputes, acts of war or civil unrest, acts of third parties, inability to ship product or obtain permits and licenses, supplies or raw materials or any other circumstances or causes beyond the reasonable commercial control of **Plainridge Win Line**.
- B. The application form and Rules and Terms of Account Wagering and any related information provided to you are incorporated herein by reference. Collectively constitute the entire agreement between you and **Plainridge Win Line** regarding the subject matter hereof, subject to applicable law.
- C. These Rules and Terms of Account Wagering are governed by the State of Massachusetts, without giving effect to its conflict of law principles. Jurisdiction and venue for any claim arising under these Rules and Terms of Account Wagering shall lie exclusively with the state or federal courts sitting in the State of Massachusetts. Customer waives any and all objections to such jurisdiction and venue and waives oersonal service of process and agrees that any summons and complaint commencing an action in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail. Any action or suit brought with respect to these Rules and Terms of Account Wagering shall be tried by a court and not by a jury. Customer waives any right to a trial by jury in any such action or suit. **Plainridge Win Line** retains the sole right to alter or modify these Rules and Terms of Account wagering, subject to the **MSRC** approval and will inform you in the event any alterations or modifications are made. **Plainridge Win Line** shall notify the account holder whenever the Rules and Terms of Account Wagering are changed or updated. Such notification occurring before the new rules are applied to the account and including the opportunity for the account holder to close the account. At the option of **Plainridge Win Line** disputes between the account holder and **Plainridge Win Line** shall be resolved by an arbitration panel sitting in the State of Massachusetts in accordance with the rules of the American Arbitration Association and any award rendered by such an arbitration proceeding may be entered in any court of competent jurisdiction thereof. The remedies provided in Rules and Terms of Account Wagering for breach thereof by **Plainridge Win Line** or by you shall constitute the sole and exclusive remedies to the aggrieved party, and any and all such remedies which might otherwise be available under the law of any jurisdiction are hereby expressly waived by both **Plainridge Win Line and the account holder**.