

Finger Lakes Bonus Bets Terms and Conditions

Terms and Conditions

Welcome to Finger Lakes Bonus Bets and fingerlakesbonusbets.com.

Please read the following Terms and Conditions of Use (Terms and Conditions) carefully.

This Agreement describes the terms and conditions applicable to your use of the fingerlakesbonusbets.com website (the Website) and the account wagering services (the Service) provided by Finger Lakes Racing Association, Inc., Finger Lakes Gaming and Racetrack, Finger Lakes Racing Association, Inc., a subsidiary of Delaware North Companies, Inc. and eBet Technologies, Inc, a division of BetMakers US, Inc., under the trade name Finger Lakes Bonus Bets (collectively, Finger Lakes Bonus Bets). Your access to and use of this Website is subject to your acceptance of these Terms and Conditions and to all applicable State and Federal laws and regulations.

In order to better serve you, Finger Lakes Bonus Bets and its affiliates will regularly update and enhance this Website and may from time to time revise the Terms and Conditions. Finger Lakes Bonus Bets will notify you whenever the Terms and Conditions are changed, and before new rules are applied to your wagering account, including providing you with the opportunity to close or cash in your wagering account. You, as a customer and account holder, shall be deemed to have accepted the Terms and Conditions of the Services upon establishing and maintaining a balance in your wagering account.

Wagering Account Application Requirements

Finger Lakes Bonus Bets shall have the right at any time and for any reason to refuse to provide the Service, including but not limited to opening a wagering account, accepting any wager, accepting a deposit, or closing a wagering account.

Finger Lakes Bonus Bets wagering accounts will only be established in the name of an individual meeting the criteria set forth below and are non-transferable. Finger Lakes Bonus Bets will not accept applications for corporations, trusts, partnerships, beneficiaries or custodial accounts. Any individual prohibited from wagering by New York law or regulation or the New York State Gaming Commission shall be prohibited from establishing a Finger Lakes Bonus Bets wagering account or placing a wager.

To establish and/or maintain a wagering account, the applicant must:

- a. Be at least 18 years old.

- b. Be a resident of the State of New York or one of the states from which Finger Lakes Bonus Bets accepts accounts. Please visit the "open account" section of the Website to view a list of eligible states.
- c. Provide the following personal information: full legal name, principal residence address, telephone number, social security number and date of birth.
- d. Provide a valid email address in order to access the wagering and account management sections of the Website.
- e. Have read and agree to abide by all of the Terms and Conditions.
- f. Allow Finger Lakes Bonus Bets to use third-party services to authenticate your personal information when opening a wagering account online and agree to provide to Finger Lakes Bonus Bets documentation required by New York law or regulation to verify your personal information when submitting wagering account information in person. All information used to authenticate your account is kept completely confidential.
- g. Agree to pay all charges posted to your wagering account.
- h. Notify Finger Lakes Bonus Bets immediately regarding any change of personal information such as telephone number and address (verification may be required).
- i. Refrain from wagering if you relocate to a state that is not on the list of eligible states or to another country.
- j. Acknowledge that Finger Lakes Bonus Bets has the right, but not the obligation, to monitor the use of the Website and Services to determine and ensure compliance with these Terms and Conditions and any other rules established by Finger Lakes Bonus Bets or at the lawful order or request of any governmental or judicial agency of competent jurisdiction pursuant to applicable law or regulation.

Finger Lakes Bonus Bets reserves the right to close any wagering account for any reason in its sole discretion. Upon closing a wagering account, all funds will be returned to the customer account holder via check mailed to the registered address on file with Finger Lakes Bonus Bets.

The address provided by the customer account holder to Finger Lakes Bonus Bets is deemed to be the proper address for the purposes of mailing checks, statements of account, wagering account withdrawals, notices, or other appropriate correspondence unless written notification is on file with Finger Lakes Bonus Bets.

The wagering account is for the exclusive personal use of the named customer account holder only. No other person may wager or otherwise access the wagering account. The customer account holder agrees to notify Finger Lakes Bonus Bets immediately of any unauthorized use of a password, customer wagering account, or a registration profile.

Only one wagering account per verified person will be allowed.

Each wagering account will have a unique account number, which is assigned by Finger Lakes Bonus Bets and may be changed at any time by Finger Lakes Bonus Bets so long as Finger Lakes Bonus Bets informs the customer account holder in writing of such change.

All customer account holders will adhere to the method or methods of identification that Finger Lakes Bonus Bets may require in order to access a wagering account.

The wagering account may be accessed by the use of an account number and a password or PIN (depending on the method of access) to be used by the customer account holder to confirm the validity of every wagering account transaction. The customer account holder will select a password and PIN upon opening the account. The account number and PIN are used to access the Website. The account number and password are used to verify the customer account holder's identity when using the wagering account at Finger Lakes Racetrack or discussing the customer account holder's wagering account with a Finger Lakes Bonus Bets Customer Service representative.

In the event that the customer account holder is unable to recall a wagering account password or PIN, Finger Lakes Bonus Bets may use other identifying information to verify the identity of the customer account holder.

Finger Lakes Bonus Bets or the customer account holder may change the password at any time without explanation by informing the other party of the change and the effective date of the change.

The customer account holder bears the responsibility for maintaining the secrecy of his or her wagering account number, PIN and password.

Customer account holders will be responsible for all wagers placed through their wagering accounts by any person providing the correct identifiers and using the wagering account.

Wagering accounts may not be opened or used in any way for purpose of the following:

- a. Evading any reporting requirement;
- b. Performing or hiding any criminal or illegal activity;
- c. Bribery/gratuity, check fraud, credit/debit card fraud, embezzlement/theft, unusual use of checks or wire transfers, or false or conflicting ID(s);
- d. Attempting to wager on an event you cannot or are not supposed to wager on (such as a wager by or on behalf of a participant in the event such as a jockey);
- e. Activity that does not represent legal gambling activity or does not have a valid business or lawful purpose;
- f. Activity that otherwise appears to be suspicious or not within normal wagering activity.

Account Procedures: Wagering, Deposits, Withdrawals

Wagering

Finger Lakes Bonus Bets allows you to wager with your Finger Lakes Bonus Bets wagering account online through the Website.

Finger Lakes Bonus Bets has the right at any time and for what it, in its sole discretion, deems good and sufficient reason to refuse to accept all or part of any wager. All wagering conversations and Customer Service conversations shall be recorded by the Finger Lakes Bonus Bets Call Center. All wagering transactions shall be electronically recorded, subject to regulatory

requirements, and stored for a period of not less than three (3) years or such other period of time established by state law or regulation.

Finger Lakes Bonus Bets comingles wagers with all tracks. In the event that there is a failure to merge pools with another track, the wager will be refunded.

Payment on winning wagers will be credited to the customer wagering account as soon as the race is declared official, barring technical difficulties. As a customer account holder, you are responsible for verifying proper credits and for notifying Finger Lakes Bonus Bets if you do identify a discrepancy between the wagering account statement record and your records. To question a statement entry, please contact Customer Service by emailing customerservice@fingerlakesbonusbets.com

Cancelling a Wager

In general, unless restricted by the host track, a customer account holder may cancel a wager prior to post time for the race on which the wager was made. Other restrictions may apply.

Each canceled wager is reviewed by Finger Lakes Bonus Bets and if it is determined that the cancellation was suspicious in nature the account holder may lose wager cancellation privileges. Finger Lakes Bonus Bets is not responsible for any cancellation not accepted by a host track, the tote system or the Finger Lakes Bonus Bets wagering system.

Cancellation rules are subject to change. For questions concerning Finger Lakes Bonus Bets wager cancellation policy, please call Customer Service.

Cancelling a Wager Online

To cancel a wager online you must be logged into your wagering account and may cancel wagers as follows:

1. Select the wager you would like to cancel from the Ticket Receipt Box and Select the "Cancel Bet" button; OR
2. Access account History and click on the "Cancel" link.
3. If the wager is eligible for cancellation, the "Cancel Bet" button will display. If the wager is ineligible, the button will not display.
4. Select "Confirm" to confirm the cancellation request.

Deposits

Finger Lakes Bonus Bets offers several methods for funding your wagering account online, through the mail, in person or by wire transfer. Depending on the method of deposit you choose to fund your wagering account, certain fees and/or charges may apply.

General Information Regarding Deposits

Finger Lakes Bonus Bets reserves the right to refuse deposits for the establishment or maintenance of wagering accounts for any reason in its sole discretion.

Wagering accounts are non-interest bearing.

There is no minimum initial deposit required to open a wagering account and no minimum balance required to maintain a wagering account. All wagering account transactions are in U.S. dollars.

If a deposit is for \$10,000 or greater (in person deposits ONLY), Form #8300 (Report of Cash Payments Over \$10,000 Received in a Trade or Business) will be filed by Finger Lakes Bonus Bets with Internal Revenue Service.

Any fees charged by your financial institution for wagering account deposits that are returned unpaid are your sole responsibility and you agree to repay Finger Lakes Bonus Bets for any such fee or charge imposed upon Finger Lakes Bonus Bets immediately upon demand. Wagering accounts will be locked until such time as fees and/or charges are paid.

Finger Lakes Bonus Bets reserves the right to recover unpaid wagering account deposits and any unpaid fees or charges from your Finger Lakes Bonus Bets wagering account and to lock your wagering account until your unpaid fees and charges are settled.

Finger Lakes Bonus Bets may initiate collection procedures including, but not limited to, employing collection agencies and credit reporting agencies in an effort to collect any fees, charges or expenses incurred due to dishonored financial instruments from the responsible wagering account holder. In addition, Finger Lakes Bonus Bets may pursue all relief that may be available to it at law or in equity, and you agree to pay any reasonable attorneys' fees incurred by Finger Lakes Bonus Bets

Finger Lakes Bonus Bets reserves the right to amend this policy or enforce additional deposit rules and regulations at any time and at its sole discretion.

Online Deposits

1. Online funding methods include:
2. Visa or MasterCard credit or debit card;
3. Bank Wire

Online Deposits using Visa or MasterCard Credit or Debit Cards

Finger Lakes Bonus Bets wagering account holders can make deposits to their wagering accounts using their Visa or MasterCard credit or debit cards. You are solely responsible for any fees or interest charged by your issuing bank. Any fees charged by your issuing bank will not be displayed prior to confirmation of your transaction.

Debit and credit card deposits will be posted to the wagering account as soon as transaction authorization is received.

A fee of four and one-half percent (4.5%) will be charged for each credit and debit card transaction processed online. Transaction fees will be deducted from the total deposit amount requested.

The minimum transaction amount is \$10.00.

The credit and debit card transaction limits are: \$1,000 per day (rolling 24-hour period);, \$3,000 per rolling seven (7) day period; and, \$5,000 per rolling thirty (30) day period.

Credit and debit card transactions charged back or returned for any reason will result in a \$25.00 charge to your wagering account and may result in limits being placed on the amount of future credit or debit card transactions.

You represent that the credit or debit card account you are using is held in your name.

You take full responsibility for all credit and debit card transactions made to your wagering account in accordance with your instructions.

Deposits by Mail

The following types of deposits will be accepted through the mail for deposit into a wagering account:

1. Personal Check;
2. Cashier's Check; or
3. Money Order.

Only checks and money orders should be sent by mail **DO NOT SEND CASH!**

Please make checks and money orders payable to Finger Lakes Bonus Bets and mail to:

Finger Lakes Bonus Bets Business Office
815 East Gate Dr. Suite 101
Mt. Laurel, NJ 08054

Always enter your wagering account number on the Memo section of the check to ensure accurate posting to your wagering account. Personal Checks are subject to a five (5) business day hold period from the time the check is received in Customer Service and posted to the customer account holder's wagering account. A fee of \$25.00 will be charged for checks returned for insufficient funds.

Money orders and cashier checks drawn on a U.S. bank are posted to the wagering account upon receipt.

The following types of checks will **NOT** be accepted for deposit into a wagering account:

1. Third-party checks;
2. Checks returned for insufficient funds; or
3. Checks drawn on a non-U.S. bank.

Deposit in Person

Deposits to wagering accounts can be made in person at a designated Finger Lakes Bonus Bets mutuel window at Finger Lakes Gaming and Racetrack

The following types of deposits will be accepted in person for deposit into a wagering account: Cash; and Personal check.

There are no minimum or maximum limits for deposits made in person. Deposits must be accompanied by a completed deposit slip that includes the account number and PIN. Deposit slips can be obtained at designated Finger Lakes Bonus Bets mutuel windows at Finger Lakes Gaming and Racetrack

If a cash deposit is for \$10,000 or greater, Form #8300 (Report of Cash Payments Over \$10,000 Received in a Trade or Business) will be filed with the Internal Revenue Service by Finger Lakes Bonus Bets

Deposit by Wire Transfer

There are no minimum or maximum limits for wire transfer deposits. If you wish to wire funds directly into your wagering account, please contact Finger Lakes Bonus Bets Customer Service at customerservice@fingerlakesbonusbets.com for instructions.

A \$12.00 fee is charged for deposits by wire transfer, which fee will be deducted from the total wire transfer amount requested. You are responsible for any fees charged by your bank for the wire transfer. A fee of \$100.00 will be charged for wire transfers that are returned by your financial institution.

Withdrawals

Information Regarding Withdrawals

Finger Lakes Bonus Bets offers several methods for withdrawing funds from your wagering account in person, online or through the mail. Depending on the method of withdrawal you choose, certain fees and/or charges may apply.

Withdrawal requests received by mail will be processed within five (5) business days. All other withdrawal requests will be processed upon receipt.

Withdrawal requests must be accompanied by a completed withdrawal slip that includes the account holder's name, account number, date and customer account holder's signature.

Withdrawal requests cannot be processed without the customer account holder's signature.

Withdrawal checks will be mailed via First Class Mail to the customer account holder's address on file.

If your wagering account balance is insufficient to cover the requested withdrawal amount, the withdrawal will be processed for the amount of the account balance. Note that promotional funds or reward funds cannot be withdrawn.

Online Withdrawals

Online withdrawal methods include: Check; and Wire transfer.

Finger Lakes Bonus Bets does not charge fees for withdrawal by check.

A \$20.00 fee is charged for withdrawals by wire transfer. This fee will be deducted from the total withdrawal amount requested. You are responsible for any fees charged by your bank for the wire transfer. A fee of \$100.00 will be charged for wire transfers that are returned by your financial institution.

Withdrawal in Person

Upon presentation of proper identification and a completed, signed withdrawal slip, a cash withdrawal may be made at designated Finger Lakes Bonus Bets mutuel windows at Finger Lakes Casino and Racetrack

If a cash withdrawal is for \$10,000 or greater, Form #8300 (Report of Cash Payments Over \$10,000 Received in a Trade or Business) will be filed with the Internal Revenue Service by Finger Lakes Bonus Bets

Password or PIN Changes

Patrons may request changes to their account wagering passwords or PIN by emailing Finger Lakes Bonus Bets Customer Service at customerservice@fingerlakesbonusbets.com. Customer account holders will be asked to provide pertinent account information to verify their identity.

Closing an Account and Account Suspensions

To close your Finger Lakes Bonus Bets wagering account, a written request that includes your account number, name, signature and address may be submitted by mail or email.

Finger Lakes Bonus Bets Business Office
815 East Gate Dr. Suite 101
Mt. Laurel, NJ 08054

Any funds in the wagering account will be mailed in the form of a check to the customer account holder upon receipt of the written request to the customer account holder's address on file.

Finger Lakes Bonus Bets reserves the right to suspend or close any wagering account at any time provided that, when the wagering account is closed, the funds on deposit are returned to the customer account holder except as may be required by law.

Accounts will be temporarily suspended after thirty(30) days without wagering activity. Customers may contact Finger Lakes Bonus Bets Customer Service to reactivate a suspended account.

Wagering accounts that have been inactive for thirty-six (36) consecutive months shall be closed by Finger Lakes Bonus Bets. The wagering account balance in any dormant account shall be forfeited and paid to the Commissioner of Taxation and Finance as provided by New York state law (New York Statutes 1012; New York State Gaming Commission Rule 5300.17).

In the event that a customer account holder is deceased, funds in the customer account holder's account shall be released to the decedent's legal representative upon receipt of a copy of a valid death certificate and other documents as required.

Ownership of a Finger Lakes Bonus Bets wagering account may not be transferred from one individual to another.

Tax Withholding

Tax Reporting

In general, winning wagers are reportable when the winnings are: (1) \$600 or more; and (2) at least 300 times the amount of the wager (or "Reportable Winning Wagers"). Reportable Winning Wagers are filed with the IRS using Form W-2G.

Tax Withholding

If winnings minus the wager exceed \$5,000 and the winnings are at least 300 times the wager, then federal income tax must be withheld at a rate of twenty-five percent (25%). Such withholding applies to the total amount of winnings less the amount of the wager, not merely the amount in excess of \$5,000. Notwithstanding the foregoing, if a winner fails to provide the

correct SSN, federal income tax must nonetheless be withheld at a rate of twenty-eight percent (28%) even though the reportable winning wagers fail to exceed the \$5,000 threshold. Any federal income tax withholding is reported using Form W2-G.

Aggregation of Winnings

Winnings from identical wagers are added together for purposes of the reporting and withholding requirements discussed above. If these winnings exceed the threshold for tax reporting purposes, the Tote System withholds at a rate of twenty-eight percent(28%).

State of New York Tax Withholding Requirements for Residents

The federal tax rules generally apply with respect to reporting and withholding for New York residents. The New York State Department of Taxation and Finance receives copies of all New York resident Forms W-2G filed for Reportable Winning Wagers. In addition, where such Reportable Winning Wagers exceed the state threshold, State income tax is withheld at the rate set by the State of New York.

If you are subject to IRS reporting and/or withholding requirements, no later than January 31 of each calendar year Finger Lakes Bonus Bets will send you a Form W2-G summarizing information for tax purposes for the winning wagers, less any applicable withholdings, that were deposited into your wagering account during the previous calendar year.

Upon written request, Finger Lakes Bonus Bets will provide you with summarized tax information on your wagering activities as described below.

Statements and Account History

Customer account holders can view wagering account information including wagering history, deposit and withdrawal transactions, account balance and wagering account statements online at any time. To view statements, log into your wagering account and access the "Full History" tab from the wagering interface. Click on "Account Wagering Statement" in the upper right hand corner of the screen.

To request a statement be emailed to you, please contact Finger Lakes Bonus Bets Customer Service.

Live Video and Race Replays

Customer account holders may access race results, live streaming video and race replays on the Website at no charge so long as wagering activity is commensurate with usage of these services. Finger Lakes Bonus Bets reserves the right to adjust the fee schedule. Please note that live video or race replays cannot be rebroadcast under any circumstances.

Account Safety, Security and Player Responsibilities

Wagering accounts are for the personal use of the customer account holder only. The customer account holder is responsible for maintaining the secrecy of the account number, password, PIN and all other wagering account credentials.

Finger Lakes Bonus Bets is not responsible for any loss arising from the use by any other person or persons of a customer account holder's wagering account. The customer account holder must immediately notify Finger Lakes Bonus Bets of a breach or suspected breach of the wagering account's security.

To minimize security problems as a customer account holder, please follow these guidelines:

Keep your wagering account number, password, PIN and all other account credentials in a safe place only accessible to you.

Always log out of the Website when leaving your computer unattended for any period of time.

Contact Finger Lakes Bonus Bets Customer Service immediately if you suspect any security breach or wagering account issues.

Website Content

Third-Party Content

Various types of information available on the Finger Lakes Bonus Bets website have been provided by third-party information suppliers that are independent of Finger Lakes Bonus Bets . This information may include the views, opinions, and recommendations of such third parties. Finger Lakes Bonus Bets neither endorses such views or opinions, nor is responsible for the availability, accuracy, currency or reliability of such information including, but not limited to, wagering and race information, and the inclusion of such views or opinions is not intended to provide advice or constitute a solicitation. At no time shall anything contained on this website be deemed an endorsement or recommendation of any third party or shall constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content. You acknowledge that under no circumstances will Finger Lakes Bonus Bets be liable for any loss or damage caused by your reliance on such third-party information.

Hyperlinks

The Finger Lakes Bonus Bets website directly or indirectly provides content, hyperlinks and references to external third-party websites. The materials that can be accessed from such websites are not maintained by Finger Lakes Bonus Bets, and Finger Lakes Bonus Bets is not responsible for the content thereof. Finger Lakes Bonus Bets neither endorses nor is responsible for the availability, accuracy, currency or reliability of any information, statement, opinion or advice contained in such third-party websites or materials. You acknowledge that under no circumstances will Finger Lakes Bonus Bets be liable for any loss or damage caused by your reliance on information through a third-party website. At no time shall anything contained on the Finger Lakes Bonus Bets website be deemed an endorsement or recommendation of any third

party or to constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content.

Use of Equibase Data and Products

The data used to create the Equibase Products and the TrackMaster Products are proprietary to and are copyrighted by Equibase Company LLC and Axcis Information Network, Inc., respectively. Unauthorized copying of such data, including modifications thereof, or the creation of programs or products in which such data have been merged or included with other data programs or products, for distribution to third parties, whether gratuitously or for sale, is expressly forbidden. You may be held legally responsible for any proprietary or copyright infringement that is caused or encouraged by your failure to comply with these Terms and Conditions of Use.

You may NOT transfer the Equibase or TrackMaster Products from one computer to another. You may not distribute copies of the Equibase or TrackMaster Products to third parties. You may not create derivative works based upon the Equibase or TrackMaster Products.

The Equibase and TrackMaster Products are for your use only and may not be transferred to anyone else. In no event, may you transfer, assign, rent, lease, sell, or otherwise dispose of the Equibase or TrackMaster Products on a permanent or temporary basis except as expressly provided for herein.

If you breach any of these Terms and Conditions of Use, Equibase and/or Finger Lakes Bonus Bets , in addition to pursuing any other legal remedies available to them, may immediately terminate your right to access the Equibase and TrackMaster Products.

Your purchase and/or use of the Equibase and TrackMaster Products indicates your acceptance of these Terms and Conditions of Use.

Charges and Payments

(a) In cases where Equibase or TrackMaster Products are purchased by you, you shall pay all fees and charges incurred through your Finger Lakes Bonus Bets account at the rate(s) then in effect. All fees and charges shall be debited from your Finger Lakes Bonus Bets account, and you shall be solely responsible for their payment. You shall be responsible for all applicable taxes for purchases.

(b) Refunds or credits may be granted at the sole and absolute discretion of Finger Lakes Bonus Bets . Refund or credit requests should be submitted for review to Finger Lakes Bonus Bets . Refunds will be in the form of wagering credit and is not eligible for withdrawal, at sole discretion. In the event of a system failure while you are purchasing or receiving Equibase or TrackMaster Products, will provide a refund or credit for such usage, provided that the relevant Equibase or TrackMaster Product purchased is not completely received by you.

(c) All charges to your Finger Lakes Bonus Bets account shall be denominated in United States currency.

(d) By making purchases of Equibase or TrackMaster Products on Finger Lakes Bonus Bets , you authorize Finger Lakes Bonus Bets to debit your Finger Lakes Bonus Bets account.

Disputes/Governing Law

Finger Lakes Bonus Bets is subject to all rules and regulations concerning customer disputes as defined by the New York State Gaming Commission. To ensure accuracy, Finger Lakes Bonus Bets will maintain electronic recordings of all account wagers and complete records of all customer transactions, and will provide (upon request) a statement of each deposit, withdrawal, debit and credit transacted during the discrepancy period. In terms of telephonic wagering, the electronic recording of the customer account holder's acceptance of the wager shall be deemed the actual wager. In terms of computer wagering, Finger Lakes Bonus Bets shall maintain a printable record of the entire transaction. The printed record as wagered by the customer account holder shall be deemed the actual wager.

To ensure quality customer service, Finger Lakes Bonus Bets will promptly address disputes upon receipt. For immediate response to any discrepancies, please contact Finger Lakes Bonus Bets Customer Service during business hours.

Responsible Wagering

Call toll free (877) 8 HOPE NY or visit the New York Council on Problem Gambling at www.nyproblemgambling.org for confidential help with problem gambling.

Privacy Statement

The protection of your privacy is very important to us at Finger Lakes Bonus Bets . We pledge to fully meet internationally-recognized standards of personal data privacy protection and to comply with all applicable U.S. law and regulation, including, without limitation, the Electronic Communications Privacy Protection Act, 18 U.S.C. 2510 et. seq., 2710 et. seq., the Children's Online Privacy Protection Act, 15 U.S.C. 6501 et. seq. and the California Online Privacy Protection Act, Cal. Bus. & Prof. Code 22575 et. seq.

Finger Lakes Bonus Bets will collect, retain and use information about you to protect and administer your wagering account and funds and to comply with applicable state and federal laws and regulations. Finger Lakes Bonus Bets does not collect personally identifiable or confidential information about individuals or companies through the use of cookies, spiders, web beacons or other data mining devices except when such individuals specifically provide information on a voluntary basis, for example, in the Finger Lakes Bonus Bets wagering account-opening registration process. Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without the approval of the customer account holder. The information you give Finger Lakes Bonus Bets will be used for the

purpose stated when collected: such as to process wagers and to communicate with the customer account holder regarding processing of wagers.

If at any point you have submitted membership or registration information that you would like corrected, please contact Finger Lakes Bonus Bets Customer Service and Finger Lakes Bonus Bets will make commercially reasonable efforts to accommodate your request within forty-eight (48) hours.

As Finger Lakes Bonus Bets expands the range of options and services available, the collection and use of personal data will also change to serve you better. Finger Lakes Bonus Bets therefore reserves the right to modify this Privacy Statement at any time and will post notice of such changes to the Website. If you have any questions or concerns about privacy and security at Finger Lakes Bonus Bets , please contact Customer Service.

Finger Lakes Bonus Bets reserves the right to comply with the lawful order or request of any governmental or judicial body or agency of competent jurisdiction pursuant to applicable law or regulation.

Disclaimer and Limitation of Liability

Every effort will be made to provide correct information, but occasionally errors may occur. Finger Lakes Bonus Bets and its personnel, Customer Service operators, managers, etc., are not responsible if information disseminated, either verbally or in writing, is inaccurate. Finger Lakes Bonus Bets disclaims responsibility for consequences that may result, if any, for such errors.

The Finger Lakes Bonus Bets .com website is provided for your use on an as is basis. Finger Lakes Bonus Bets and its partners, affiliates, merchants, advertisers, and information providers make no representations or warranties of any kind, express or implied, as to the operation of the website or as to the information, content, materials, or products included on this website. Finger Lakes Bonus Bets makes commercially reasonable efforts to maintain this website but is not responsible for the results of any defects that exist in this website, any outages, interruptions, viruses or other harmful components. You should not assume that this website or its content is error-free or that it will be suitable for the particular purpose that you have in mind when using it. Finger Lakes Bonus Bets and its affiliates, merchants, advertisers, and information providers have no liability in tort, contract, or otherwise (and as permitted by law, product liability), to you and/or any third party TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, Finger Lakes Bonus Bets DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Finger Lakes Bonus Bets WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE OR PROFITS, WHETHER FORESEEABLE OR NOT, ANY FAILURE BY Finger Lakes Bonus Bets TO PROVIDE ACCESS TO OR USE OF THIS WEBSITE, OR ANY OTHER CAUSE WHATSOEVER. Finger Lakes Bonus Bets may, in its sole discretion and at any time, modify or discontinue this

Website or any part thereof, limit, terminate or suspend an account holder's use of or access to this Website and/or make changes to these Terms and Conditions.

In the event the foregoing disclaimer and limitation of liability is held to be unenforceable for any reason including by operation of law, Finger Lakes Bonus Bets maximum 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 limited to the fullest extent allowable under New York law.

Indemnification

Customer account holders agree to defend, indemnify and hold harmless Finger Lakes Racing Association, Inc., Finger Lakes Gaming and Racetrack, Finger Lakes Racing Association, Inc., a subsidiary of Delaware North Companies, Inc., Delaware North Companies, Inc., Finger Lakes Bonus Bets .com and eBet Technologies, Inc., a division of Sportech Inc., and their respective officers, directors, employees, affiliates, representatives, third-party contractors, and agents against and from any third-party claims, actions, damages or demands, including but not limited to, reasonable legal and accounting fees, resulting from account holder's use or misuse of this Website, violation of these Terms and Conditions, or any activities related to this Website, or from account holder's violations of the rights of any other account holder of this Website. Use of this Website is at the customer account holder's own risk. This indemnification shall survive the termination of your Finger Lakes Bonus Bets account.

Finger Lakes Bonus Bets reserves the right to revise these Terms and Conditions, or any part thereof. Use of the service constitutes your acceptance of the Terms and Conditions.

General Contact Information

Finger Lakes Bonus Bets Business Office
815 East Gate Dr. Suite 101
Mt. Laurel, NJ 08054

customerservice@FingerLakesBonusBets.com