

# **Atlantic West (AWMG) Virtual Poker Sites**

## **TERMS OF USE & PRIVACY POLICY**

### **SECTION I:**

#### **1. INTRODUCTION:**

##### **Terms of Use**

American School of Poker, Atlantic West Poker, Join Our Games Poker, Play At Our Club, And Vegas City Casino are website portals located on the World Wide Web. Your use of these Site(s) is governed by the terms and conditions set out below and as amended from time to time ("Terms of Use"). The owners of the Site(s) reserve the right to amend the Terms of Use at any time by posting the amended terms to the Site(s) without further notice to you.

**THESE SITES ARE INTENDED TO BE USED FOR ENTERTAINMENT PURPOSES ONLY. IT IS NOT REQUIRED THAT YOU PAY ANY FEES FOR THE USE OF THESE SITES, AND IT IS NOT POSSIBLE TO WIN ANYTHING OF VALUE BY PLAYING ON THESE SITES.**

1.1 Your use and continued use of the Site(s) shall be deemed to constitute your knowledge and acceptance of the Terms of Use. If you do not agree to be bound by the Terms of Use, you should immediately cease all use of the Site(s).

#### **2. USE OF THE SITES:**

2.1 The owners of the Site(s) hereby grants you a non-exclusive, non-transferable, limited right and license to access the Site for your personal use only and otherwise in accordance with these Terms of Use.

2.2 You may make copies or "cache" pages of the Site(s), but only to the extent automatically done by your internet browser software as a part of process of accessing the Site(s). Any other copying or use of the Site(s) shall be an infringement of our copyright and shall be prosecuted to the full extent permitted by law.

2.3 You may not copy, modify, adapt, transmit, publicly perform or display, sell, distribute, publish, customize, add to, delete from, or create derivative works of any part of the Site(s). Any other use or exploitation the Site(s), other than as expressly authorized by the Terms of Use is strictly prohibited.

- 2.4 You agree that you will not use any script, software or mechanical device to access, monitor or copy the Site(s) or interfere with the normal functioning of the Site(s), unless specifically authorized by the owner of the Site(s).
- 2.5 You will not engage in any conduct that restricts or inhibits any other person from using or enjoying the Site(s). You agree to use the Site only for lawful purposes. You warrant and promise that you are an individual (e.g., not a corporation) and at least eighteen (18) years of age or have specific permission from a parent or legal guardian to use the Site(s).
- 2.6 You are prohibited from posting on or transmitting through the Site(s) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

**3. ALTERATION / DISCONTINUANCE OF THE SITE OR SITES:**

- 3.1 T The owners of the Site(s) may discontinue or alter any aspect of the Site(s), including, but not limited to:
- (a) Restricting the availability and/or scope of the Site(s) for certain platforms and operating systems;
  - (b) Restricting the times at which the Site is available;
  - (c) Restricting the amount of use of the Site permitted by a particular user; and
  - (d) Restricting or terminating a user's right to use the Site, at the sole discretion of the owners of the site(s), and without prior notice.

**4. MONITORING OF THE SITE(S):**

- 4.1 The owners of the Site(s) may electronically monitor the Site(s) and the users of the Site(s) in order to ensure compliance with these Terms of Use and may disclose any information, record or electronic communication of a user of the Site(s):
- (a) In compliance with any law, regulation or authorized governmental request;
  - (b) If such disclosure is necessary for the continued operation of the Site(s); or
  - (c) To protect the rights or property of the owners of the Site(s) or their partners.

**5. INTERNET ACCESS CHARGES:**

- 5.1 You shall be solely responsible and liable for all charges (including internet access fees and associated charges) incurred by you in order to connect to the Site(s) and/or use the Site.

**6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:**

6.1 In relation to the Site(s), the owners of the Site(s) disclaim any and all warranties (either express or implied) to the full extent permitted by law, including without limitation:

(a) Any warranties regarding the availability or accuracy;

(b) Any warranties of title, merchantability or fitness for a particular purpose.

6.2 Neither the owners of the Site(s), nor their partners, agents, affiliates or content providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or incidental to the use of the Site(s) or the Site(s) or inability to gain access to the Site(s) or use the Site(s).

6.3 THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF, THE SITE OR THE SITES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE OWNERS OF THE SITE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

**7. INDEMNITY:**

7.1 You agree to indemnify, keep indemnified and forever hold harmless, both the owners of the Site(s) and their partners, agents, affiliates and content partners from any costs (including legal costs), loss, damage, claims or disputes, which may arise out of or incidental to your use of the Site(s) or from a breach of these Terms of Use.

**8. DISCLAIMER FOR THIRD PARTY WEBSITES:**

8.1 The Site may contain links to websites of our advertisers or other third parties (Third Party Websites). The owners of the Site(s) do not have any control over and shall not be responsible or liable for:

(a) The price, quality, safety or legality of the goods or Sites available on or through Third Party Websites;

(b) The truth or accuracy or legality of the content on the Third Party Websites or for the actions you might take in reliance on that content; or

(c) The availability or technical capabilities of the Third Party Websites or the links provided to those Third Party Websites.

## **9. INTELLECTUAL PROPERTY RIGHTS:**

### **9.1 Copyright.**

The Site(s) contains information, software, photos, video, graphics, music, sounds or other material ("Site(s) Content"). The Site Content was created and is owned by the owners of the Site and is protected by applicable domestic and international copyright laws. Unless expressly permitted by these Terms of Use or elsewhere in the Site(s), you shall not copy, distribute, publish, perform, modify, download, transmit, transfer, sell, or license, reproduce, create derivative works from or based on, distribute, post, publicly display, frame, link, or in any other way exploit any part of the Site(s) Content, in whole or in part. Links to the Site(s) are only permitted upon express permission from and by arrangement with the owners of the Site(s). Any rights not expressly granted to you herein are reserved. All copyright infringements will be prosecuted to the full extent permitted by law. Group, Inc. Poker logo(s) are trademarks and service marks of the owners of the Site(s) ("the Marks"). Any unauthorized use of the Marks is strictly prohibited. Any product, service, or trade name other than those owned by the owners of the Site(s) that identify a third party as the source thereof may, even if not so indicated, may be the service mark or trademark of that respective entity or individual.

## **10. OBJECTIONABLE MATERIAL:**

10.1 The owners of the Site support responsible parenting in respect of the use of the Site by children. We encourage parents to implement commercially available hardware and software filtering devices that will help protect children from exposure to material that is offensive, objectionable, harmful, deceptive or otherwise inappropriate for children.

10.2 If you come across any Third Party Websites that you believe contains illegal material or assists or promotes the conduct of illegal activities, please contact us by email at: [info@atlanticwestmanagement.com](mailto:info@atlanticwestmanagement.com) and we will pass the information on to the relevant authorities.

## **11. DATA COLLECTION AND YOUR PRIVACY:**

11.1 Due to the nature of the Site(s), the owners of the Site(s) do not ordinarily collect, store, use or disclose any personally identifying information of a user of the Site or the Site(s), unless you are an advertiser or otherwise make direct contact with us. In the event that you do provide us with such Section II of this document.

11.2 The Internet is a global computer network. By submitting your personal information to us electronically over the Internet, you agree to our collecting and processing your personal data in this manner. The owners of the Site(s) shall not be responsible or liable for any loss or damage sustained as a result of interception of your personal data during transmission and/or the unauthorized use of this data by third parties.

## 12. **GENERAL:**

### 12.1 Governing Law

This Agreement shall be construed and controlled by the laws of the State United States of America. Further, the laws of the United States of America will govern any dispute arising from the terms of this agreement or a breach of this Agreement. Customer agrees to personal jurisdiction by the State and Federal courts sitting in the United States of America.

### 12.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between the owners of the Site and you. The owners of the Site(s) may amend or modify this Agreement or impose new conditions at any time without notice to you, effective immediately upon being published on the Site(s). Any use of the Site by you after such notice shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions.

### 12.3 Notices

All notices given to you by the owners of the Site shall be sent to your nominated e-mail address. You may give notice to the owners of the Site by sending an e-mail addressed to [info@atlanticwestmanagement.com](mailto:info@atlanticwestmanagement.com).

### 12.4 Severability

In the event that any provision of these Terms of Use are found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Terms of Use and the remaining provisions shall remain in full force and effect. The parties further agree that the court should endeavor to give effect to the parties' intentions as reflected in the severed provision these Terms of Use should be interpreted to affect the intent of the parties, and the remaining provisions will remain in effect.

### 12.5 Section Headings

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.

### 12.6 Waiver

A failure by the owners of the Site to exercise or enforce any right or provision of the Agreement shall not be deemed to be a waiver of such right or provision.

### 12.7 Arbitration

Any dispute or claim arising out of or relating to the use of Site or the Sites or these Terms of Use shall be settled by binding arbitration conducted by an independent arbitrator.

## **SECTION II:**

### **1. INTRODUCTION – PRIVACY POLICY:**

1. 1 This Privacy Policy applies to all of the websites and services offered by Atlantic West Management Group, Inc. (AWMG)

This Privacy Policy does not apply to any websites, products or services that are not owned or operated by AWMG.

#### 2. Information that AWMG collects

- 2.1 Personally identifiable information is information that can be used to determine your personal identity, such as your name or email address. When you create an account we ask for your name and email address. If you link your third-party instant messaging (IM) accounts to your AWMG account, we may also collect your user name for that account, which is also considered personally identifiable information.

- 2.2 AWMG may give you the opportunity to update your public profile with information about yourself such as your photo, your hometown, your website and a short biography. This information is public as described under "What is public and what is private?"

- 2.3 If you connect your AWMG account to your third-party IM accounts or your social network accounts (e.g., FACEBOOK and Twitter), they may send us information about you, including your name, username at those services, Unique User ID ("UUID") for those services, friends list, status, profile information, age and gender.

- 2.4 AWMG may ask for your age and gender at registration and may collect additional demographic information about you, such as your location and interests. AWMG may receive this information from you or from outside sources, such as websites where the AWMG link is present, ad networks and other providers, or we may make assumptions based on the other information that we collect.

- 2.5 When you use AWMG via a browser, mobile application or other application, like most other websites we automatically collect information about you and your activity (known as "log data"), including your Internet Protocol (IP) address, our browser or device type, your interactions with AWMG, your interactions with third party IM and social networks through AWMG, your geographic region and AWMG cookies associated with your browser.

#### 3. Public information

- 3.1 Many features of AWMG sites, such as AWMG profiles and check-ins, are designed to be a public experience in order to allow people with similar interests to find each other and share the websites that they are visiting. This section describes which information is public. Public information is available to everyone on the Internet and can be viewed, copied, indexed, transferred and searched.

- 3.2 Your username will also be part of your public profile URL (your AWMG profile web address) and will also be displayed to users you follow. Because of the way the Internet works, when you or

other users click on a link from your public profile page, the website that you go to or the advertisements that you click on will also receive the URL that you are coming from, which includes your user name (known as the “referrer URL”).

#### 4. Private Information

4.1 The following information is not made available as part of your public profile or otherwise made public by AWMG:

- (a) Your age and gender
- (b) Your email address
- (c) Your third-party IM account user names
- (d) Your third-party IM account buddies or third-party or social network friends
- (e) Your IM communications
- (f) Your log data

#### 5. AWMG’s communication platforms

5.1 AWMG offers users the ability to communicate with each other through IM, through chat rooms known as AWMG Rooms and on the AWMG message boards. Never disclose personal information about yourself in a public area like AWMG Rooms or the message boards. Don't share personal information in a private IM unless it's someone you know well in the real world.

5.2 When you create a AWMG account, your preferences are set to enable all AWMG users to send you an IM, but only people who you follow can see if you are online. You can change those settings by logging into your AWMG account and clicking on "Settings".

5.3 Your preferences are also automatically set to store your IM history on AWMG's servers. You can view or delete your IM history by clicking on the IM history icon in your chat window. You can turn off the IM history feature in your AWMG Messenger account under "Preferences."

5.4 Keep in mind that even if you elect not to store your IM history, the person that you're chatting with may be storing your conversation, either on AWMG, on their IM network's servers or on their own computers. By using AWMG, you consent to the storage of your IM history on AWMG as the default option and to the storing of your IM history by other users with whom you are chatting or by the Third Party IM Service that you or your friend is using.

5.5 AWMG may customize the advertising shown to users based on software analysis of IM chat or AWMG Room conversations.

#### 6. AWMG's use of cookies

- 6.1 Like most websites and web applications, AWMG uses cookies. A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a website's computers and stored on your computer's hard drive. AWMG does not store personally identifiable information or passwords in its cookies.
- 6.2 We use these cookies to provide you with a better AWMG experience, such as by recognizing you when you come to AWMG, by remembering if you are already signed-in and by remembering information about you, like your preferences. We also use cookies to generate aggregate and anonymous data so that we can better understand and analyze how users use AWMG.
- 6.3 AWMG also allows third parties to place cookies on your browser in order to help us with our analytics, to deliver and report on advertising that runs on AWMG and to measure whether you've seen or interacted with an ad on AWMG or other sites. AWMG does not allow these third parties to collect any personally identifiable information about you through their cookies on AWMG.
- 6.4 Sometimes the cookies that we and our third-party advertising partners set are used to provide customized advertising to you on AWMG and on the other websites that you visit. You can also disable cookies or otherwise manage them through tools provided with your browser software and with third-party software packages.
- 6.5 AWMG uses cookies to record the age of users of AWMG Rooms so that if a user indicates that he or she is under 18 years of age we can prevent them from re-entering the AWMG Room giving a different age. To remove these cookies, which are "local stored objects" in the Adobe Flash Player, visit Adobe's [web site](#).
7. AWMG Platform
  - 7.1 AWMG allows third-parties who have entered into an agreement with us to make their applications available through AWMG. AWMG may provide these third-parties with information that is part of your public profile, as described under "What is public and what is private?" AWMG requires that these third-parties only use this information to provide their applications to you and that they not disclose it to any third party without your consent.
  - 7.2 In addition, some of the applications may collect personally identifiable information from you directly. In that case, any information that you provide through the application will be governed by the application owner's privacy policy, which you should review. Each application owner will be solely responsible for complying with its privacy policy.
8. Information usage and sharing
  - 8.1 If we propose to use personal information for any purpose other than those described in this Privacy Policy and/or in the specific service privacy notices, we will offer you an effective way to opt out.
9. Usage of information.
  - 9.1 AWMG uses the information it collects:
    - (a) To provide you with access to your account;



- (b) To provide you with the AWMG services;
- (c) To enhance and improve the AWMG services;
- (d) To recommend to you or other AWMG users potential friends or websites that may be of interest;
- (e) To provide customized advertising to you (opt out [here](#));
- (f) To conduct research;
- (g) To determine your geographic location or other demographic information about you;
- (h) To create reports and to analyze usage patterns; and
- (i) To contact you as described under “Emails and other notifications.”

10. Sharing of information.

10.1 AWMG may share your non-public personally identifiable information with third parties only in the following cases:

- (a) We may need to share your log-in information with the third-party IM services and networks where you have an account that you have chosen to access through AWMG in order to permit you to log onto and use that service;
- (b) With trusted third-party service providers who help us in the operation of AWMG and who have agreed to maintain the confidentiality of the data;
- (c) To the third-party applications available through AWMG, as described under “AWMG Platform;”
- (d) When we have your consent;
- (e) In cases of abusive behavior or suspected violations of the terms of use of AWMG or of any third-party service accessed through or in association with AWMG, we may share personal information, including IP address, with that third party in order to investigate the violation and to take appropriate action;
- (f) Where we have a good faith belief that it is required in order to respond to subpoenas, court orders, or other legal process, to prevent fraud or imminent harm, or to establish or exercise our legal rights or defend against legal claims.
- (g) In the event that AWMG is acquired by or merged with another company or transfers substantially all of its assets to another company, AWMG will transfer all of its user information and data, including information about you, to that other company.

- (h) AWMG may share your public information or any anonymous information for any of the purposes described under “Usage of information.”
- 11. Emails and other notifications
  - 11.2 AWMG will send you emails about your check-in and profile activity, such as when someone follows you or when you lose VIP status. You can adjust these account settings by logging into your AWMG account and clicking on “Settings.”
  - 11.2 AWMG reserves the right to send you communications relating to your account and the AWMG services. You can elect not to receive certain marketing messages from AWMG by email, but you cannot elect not to receive administrative messages relating to your account or legal matters. You consent to receiving all legally-required notifications from AWMG through display on AWMG, through the email associated with your AWMG account or the email associated with any of your third-party IM services or social networks through which you connect to AWMG (such as FACEBOOK).
- 12. Non-U.S. users; EU AWMG sites are hosted and operated entirely in the United States and is subject to United States law. Any personal information that you provide to AWMG is being provided to AWMG solely in the United States and will be hosted on United States servers. You consent to the transfer of your personal information to the United States. If you are accessing AWMG from outside the United States, please be advised that United States law may not offer the same privacy protections as the law of your jurisdiction.
- 13. Changes to this Privacy Policy
  - 13.1 Any changes to this policy will be posted in this document. We will not use data we collect in a manner that is materially different from promises made in this Privacy Policy without your consent.
- 14. Editing and deleting your account information
  - 14.1 You can edit certain personal information that you have provided or request that your account be deleted by logging into your AWMG account and accessing your account settings. Information that was already publicly shared, such as your check-ins, comments or pages that you shared, and messages that you previously sent will still be visible in the various places that information is displayed.
  - 14.2 Deleting your AWMG account does not currently automatically remove your personally identifiable information from the AWMG servers. However, if you delete your account, we will use your personally identifiable information only to investigate abuse and comply with legal requests as described under “Information usage and sharing.” If you would like to have your personally identifiable information deleted, please contact us at: [info@atlanticwestmanagement.com](mailto:info@atlanticwestmanagement.com)
- 15. Children
  - 15.1 AWMG does not knowingly permit children under 18 to create a AWMG account or to use AWMG Rooms. In addition, AWMG does not store the personal information of users who access their third-party IM accounts and indicate to us that they are under 18. In the event that we learn that we have collected personal information from a child under age 13, we will delete that information. If

you are a parent of a child under 13 and you believe that your child has created a AWMG account in violation of our policy, please contact us immediately at [info@atlanticwestmanagement.com](mailto:info@atlanticwestmanagement.com).

16. Comments and Questions

16.1 AWMG periodically reviews its privacy practices and this privacy policy. We encourage interested persons to raise any concerns using the contact information provided below and we will investigate and attempt to resolve any concerns or complaints.

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*This site is owned and operated by;*

**Atlantic West Management Group, Inc**

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