Terms of Service

Version 2 · We have updated our Terms of Use as of October 21, 2026

This platform is owned and operated by Encore Sales and Marketing LLC, URL: https://www.americasbestcasino.net/ (hereinafter "AmericasBestCasino"), with a registered business address at 3030 LBJ Freeway, Suite 300, Dallas, Texas 75234. PLEASE READ THE FOLLOWING TERMS OF SERVICE ("the Terms"). IN ADDITION, WE ASK THAT YOU READ THE AMERICASBESTCASINO PRIVACY POLICY, THE AMERICASBESTCASINO PROMOTIONAL SWEEPSTAKES RULES AND RESPONSIBLE PLAY POLICY CAREFULLY BEFORE USING ANY AMERICASBESTCASINO SERVICES OR WEB PAGES OR APPLICATIONS. THESE TERMS OF SERVICE INCLUDE AND INCORPORATE THE PRIVACY POLICY, THE AMERICASBESTCASINO PROMOTIONAL SWEEPSTAKES RULES AND THE RESPONSIBLE PLAY POLICY (collectively, the "Linked Policies"). BY ELECTRONICALLY ACCESSING AMERICASBESTCASINO, CREATING A USER ACCOUNT ON AMERICASBESTCASINO AND/OR ENGAGING IN ANY OF THE INFORMATIONAL OR INTERACTIVE MULTIMEDIA SERVICES PROVIDED BY OR THROUGH AMERICASBESTCASINO YOU AGREE: YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF USE AND LEGAL NOTICES CONTAINED HEREIN; AND YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF USE, OFFICIAL SWEEPSTAKES RULES, PRIVACY POLICY, RESPONSIBLE SOCIAL GAMEPLAY POLICY AND LEGAL NOTICES; AND YOU ARE AT LEAST 18 YEARS OLD AT THE TIME OF ACCESS OR REGISTRATION. IF YOU DO NOT AGREE WITH ANY PROVISION OF THE ABOVE LISTED POLICIES, PLEASE DO NOT REGISTER AN ACCOUNT OR PLAY ANY AMERICASBESTCASINO SOCIAL GAMES.

FOR THE AVOIDANCE OF DOUBT, WHILE SOME GAMES MAY BEAR RESEMBLANCE TO SLOT-MACHINES IN REAL-WORLD CASINOS, THE GAMES IN NO WAY OFFER REAL MONEY GAMBLING OPPORTUNITIES. NO REAL MONEY IS REQUIRED TO PLAY ANY GAMES ON THE PLATFORM AND ANY RELATED WEBSITES OR ONLINE APPLICATIONS DO NOT OFFER "REAL MONEY GAMBLING." THE SERVICE OFFERED ON THIS PLATFORM IS INTENDED FOR ENTERTAINMENT PURPOSES ONLY. NO PURCHASE IS NECESSARY TO ENTER AND PLAY GAMES IN AMERICASBESTCASINO PROMOTIONAL SWEEPS PLAY.

IN ADDITION, THESE TERMS OF SERVICE CONTAIN AN OBLIGATORY ARBITRATION PROVISION WHICH REQUIRES THAT ANY DISPUTES BETWEEN YOURSELF AND US MUST BE RESOLVED BY MEANS OF A FINAL AND CONCLUSIVE ARBITRATION ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU CHOOSE NOT TO PARTICIPATE IN ARBITRATION RELATING TO YOUR USE OF OUR SERVICE, YOU MAY OPT OUT OF THE ARBITRATION PROVISION WITHIN THIRTY (30) DAYS BY FOLLOWING THE INSTRUCTIONS GIVEN AT THE END OF THE SECTION ENTITLED "BINDING ARBITRATION AND CLASS WAIVER". PLEASE REFER TO SECTION 16 OF THESE TERMS, BELOW.

These Terms of Service ("the Terms") form a binding agreement between You and AmericasBestCasino ("AmericasBestCasino" "Us", "We" or "Sponsor") which provides all of the terms and conditions governing Your access and use of AmericasBestCasino and any related applications (the "Site") as well as Your creation of Your User Account, use of the Games on the Site, participation in any Sweepstakes Promotions, and any transactions or dealings with Us in any way (collectively, the "Services").

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Prohibited Territories

Please further note that we do not offer the Service in the following states:

Connecticut	Montana	New York
California	Nevada	Oklahoma
Delaware	Idaho	Tennessee
Florida	Indiana	Washington
Maine	Louisiana	Utah
Michigan	New Jersey	

And any other jurisdiction outside the United States of America, and any other states or jurisdictions which, under the laws applicable to you, are legally precluded from playing the Games offered on the Platform, and any other jurisdiction AmericasBestCasino excludes, in its sole discretion, from time to time ("the Prohibited Territories").

You must read these Terms carefully before agreeing to them. By clicking the acceptance box, or by accessing the Games or creating a Customer Account, you acknowledge that you have the right, power and legal capacity to accept these Terms and to abide by them, that you are legally of age and that you have read and completely understood the Terms.

1. Alterations to Terms of Service and Linked Policies

1.1. From time to time, we may make revisions or amendments to these Terms. Should we do so, any such modifications or changes shall be reflected on the Site at Terms of Service. We will also provide you with a notification of any material alterations to the Terms. You acknowledge that you will be bound by any such changes regardless of whether you receive or read such notifications, and that it is your responsibility to check the Terms of Service as posted on the Site before accessing the Site or taking part in any Services. Your continued use of the Services after any changes have been posted shall be taken as further consent and agreement to the Terms as changed or amended.

1.2. We may also modify or amend the Linked Policies from time to time. If we do so, any such modifications or changes shall be reflected in the Linked Policies as posted on the Site. You agree that you will be bound by any such changes, and it is your responsibility to check the Linked Policies as posted on the Site before accessing the Site or taking part in any Services. Your use of the Services after the posting of any changes shall be taken as further consent and agreement to the

Linked Policies as changed or amended.

1.3. If you have questions about these Terms or the Linked Policies, please reach out to the Legal department via email: legal@americasbestcasino.net.

1.4. In the event of any inconsistency between the Terms and the Linked Policies, the Terms shall expressly control.

2. Your Customer Account

2.1. You may only have one Customer Account. If you open or attempt to open more than one Customer Account, all Customer Accounts you have opened or try to open may then be closed or suspended (at our sole discretion) and any prizes or Virtual Currency balances may be voided.

2.2. If you lose access to your Customer Account, please do not sign up for a new Customer Account. Contact customer support via the Contact Us form to recover your existing Customer Account.

2.3. You are always obligated to keep your personal details up to date. If you change your address, email, phone number or any other contact details or personal information, please contact customer support. The name that you provide to us at registration must match any identification you provide for your Customer Account verification.

2.4. During the registration process you will be required to pick a password to signup for your Customer Account.

2.5. You are responsible for the security of your Customer Account. You confirm that you will not share your Customer Account or password with another person or let anyone else access or use your Customer Account without our written permission. You will not access or use a Customer Account which has been rented, leased, sold, traded, or otherwise transferred from the original account owner.

2.6. If you believe or suspect that the security of your Customer Account may have been compromised, including but not limited to disclosure of your password and or other Customer Account details, you must notify us immediately.

2.7. You are responsible for preserving the confidentiality of your Customer Account details and accept responsibility for all uses of the Customer Account, including any purchases (whether or not these purchases were authorized by you). In particular you are responsible for ensuring that no child or any minor under the age of eighteen has the ability to access or use your account.

2.8. We reserve the right to close your Customer Account if it is inactive for a period of sixty (60) days or longer. You agree that we are not required to provide notice to you prior to taking such action, though we may choose to do so in our sole discretion.

2.9. If you wish to close your Customer Account, please contact customer support. Closing your Customer Account will result in the forfeiture of all continued access to and right to use, enjoy or benefit from any Virtual Currency associated with your Customer Account.

2.10. We reserve the right to refuse or close a Customer Account at our sole discretion.

2.11. We may at our sole discretion limit Customer Account registrations to a single account registrations per IP address.

2.12. You consent to receiving marketing communications from Us relating to AmericasBestCasino and all other brands offered by Us. We may contact you via email, post, SMS and other telephone communications. If you wish to unsubscribe from our marketing communications, please contact customer support.

3. Limited Revocable License

3.1. Virtual Currency: We may offer virtual, in-game currencies ("Virtual Currency") for use with the Services. On the site, Games are currently played with Gold Coins and the Sweepstakes Promotions are entered using Sweeps Coins. Gold Coins may be provided for free or purchased through the Services for real money consideration (where legally permissible). It is never possible to purchase Sweeps Coins.

> **Gold Coins** — Used to play games in Standard Social Gameplay. Have no real money value, are not redeemable for government-issued currency, and may be obtained free or purchased for valid government-issued currency.

> **Sweeps Coins** — Only available for gameplay in Sweeps Play. Never available for purchase. Obtained via daily allowance, wheel spin, bonus, or Request Card. No purchase necessary to obtain Sweeps Coins.

3.2. Gold Coins are used to play games in Standard Social Gameplay on the AmericasBestCasino Standard Platform. Gold Coins have no real money value, are not redeemable for any government-issued currency, and are only intended to enhance gameplay for Players playing games in Standard Social Gameplay on the AmericasBestCasino Platform. Gold Coins may be obtained for free in various ways such as a daily bonus, a free allotment every 12 hours, a daily wheel spin, by winning spins in Standard Social Gameplay, or other methods AmericasBestCasino may from time to time establish. Gold Coins may also be purchased from AmericasBestCasino for valid government-issued currency. By purchasing Gold Coins, you agree (1) such acquisition is valid and legal in your jurisdiction, and (2) once purchased, Gold Coins are not redeemable for any government-issued currency that is, such Gold Coins should be treated as a "good" purchased as-is, with no returnable or redeemable value except within the entertaining Content provided by AmericasBestCasino, or as otherwise expressly indicated by AmericasBestCasino.

3.3. Sweeps Coins are only available for gameplay on the AmericasBestCasino Platform when Players elect to play games in Sweeps Play. Sweeps Coins are not available for purchase like Gold Coins are. Sweeps Coins may be obtained in a number of ways such as a daily allowance provided upon login, spinning a daily wheel, as a bonus to purchasing Gold Coins, or by submitting a Request Card. See the AmericasBestCasino Official Sweepstakes Rules for more information on how to collect, use, and redeem the Sweeps Coins. NO PURCHASE IS NECESSARY TO OBTAIN SWEEPS COINS.

3.4. In accordance with these Terms, we supply you with a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the Service solely for your personal, private entertainment. Besides this limited, personal, revocable, non-transferable, non-sublicensable license to use the Virtual Currency with the Services, you have no right or title in or to any such Virtual Currency appearing or originating with the Services, or any other attributes associated with use of the Services or stored within the Services. You accept and agree that your license to use the Service is limited to these Terms, and if you breach or act in contravention of these Terms, your license to use the Service may be immediately terminated at our sole discretion.

3.5. These Terms do not grant you any right, title or interest in the Service.

3.6. We reserve the right to regulate, control, modify and/or eliminate such Virtual Currency as we see fit in our sole discretion to the extent legally permissible, and we shall not be held liable for any exercise of such rights.

3.7. The transfer or sale of Virtual Currency by you to any third party is strictly prohibited. AmericasBestCasino does not recognize any Virtual Currency transfers executed outside of AmericasBestCasino or the purported sale, gift, or trade in the "real world" of anything related to AmericasBestCasino. Accordingly, you may not sell Virtual Currency for "real world" money or otherwise exchange Virtual Currency for value outside of the AmericasBestCasino Platform. Any attempt to do so is in violation of these Terms and will result in a ban from AmericasBestCasino and the services offered thereon.

3.8. It is also not permissible to sell or assign your Customer Account to any other person under any circumstances. Any such attempt will be in violation of these Terms, will result in closure and forfeiture of the Customer Account, and may result

in a lifetime ban from the Services and possible legal action.

3.9. You understand and agree that any sales of Virtual Currency are final and that we are not required to provide a refund for any reason. Upon termination or suspension of your account, or the Services, all Virtual Currency will be revoked, and no refund will be granted. In addition, no Virtual Currency will be credited to you or converted to cash or other forms of reimbursement if your account, or a particular subscription for the Service associated with your account, is terminated, suspended and/or if any Virtual Currency are selectively removed or revoked by Us from your account, to the extent legally permissible.

4. Eligibility for Use of the Service

4.1. Your ability to retain access to the Service is based upon your ongoing agreement to these Terms, particularly:

4.2. you are at least eighteen (18) years of age or the minimum legal age of majority, whichever is greater in the jurisdiction of your residence and are, in accordance with the laws of the jurisdiction(s) applicable to you, legally allowed to take part in the Games and access the Service;

4.3. you understand and agree that we are not able to provide you with any legal advice or any other assistance and that it is your sole responsibility to make sure that at all times you are acting in accordance with the laws that apply to you and that you have all legal rights necessary to use the Service;

4.4. you do not live in and will not access the Games or Service from the Prohibited Territories;

4.5. all information that you provide to us during the term of validity of these Terms is truthful, comprehensive and accurate;

4.6. you will not involve yourself in any fraudulent or other unlawful activity in relation to your participation in any of the Games and you will not use any software-assisted methods or techniques (such as but not limited to "bots" designed to play automatically) for your participation in any of the Games. We reserve the right to nullify any participation in the event of such behavior.

5. Restrictions on the Use of the Services

5.1. This Service is licensed and not sold to you. You acknowledge and agree that we and our licensors own all rights, title and interest in and to the Service, including all intellectual property rights therein as further specified in Section 11 and that we retain ownership of the Service even after installation on your device. You agree to:

- not delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear on the Service;
- sell, lease, distribute, transfer, license, sub-license, lend or otherwise assign any rights of any part of the Service to any third party;
- copy, modify, create derivative works of the Service (including but not limited to any software that forms part of the Service), including, without limitation, making adaptations or modifications to the Service;
- disassemble, decompile, reverse engineer, or attempt to derive the source code of the Service, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law;
- reproduce the Service or any part in any form or by any means;
- misuse the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity;
- make the Service available to multiple users by any means, such as uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;

- misrepresent the source of ownership of the Service;
- scrape, build databases or otherwise create permanent copies of any content derived from the Service; or
- use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

6. Purchases of Gold Coins

6.1. The name associated with your payment mechanism must match the name you registered for your Customer Account. If it is brought to our attention that there is a difference between the two, your Customer Account may be suspended, purchases voided, and any Virtual Currency balance removed or amended accordingly. You must inform us immediately if your payment mechanism is (or you suspect is) lost, stolen, or otherwise compromised.

6.2. You acknowledge and agree that we may appoint one or more third party company ("a Payment Agent") to process or make payments from or to you on our behalf from time to time, with or without prior notice.

6.3. By accepting these Terms, you authorize us and/or our Payment Agents to store your payment credentials in accordance with payment processing regulations.

6.4. The Payment Agent will have the same rights and privileges as us and may exercise or enforce them as our agent or in their own name. We are not liable for any loss, damage, or liability resulting from the Payment Agent's negligence and/or acts beyond the authority given by us.

6.5. If a charge back request is made in relation to one or more of your Gold Coin purchases, your account will be suspended. If this occurs, the amount of the charge back will be a debt you owe us and you must make payment through an alternative payment mechanism.

6.6. All Gold Coins purchases made by you must be made in US dollars or crypto currencies accepted by the platform, namely, BitCoin and USDT.

6.7. Gold Coins will be added to your account immediately, unless there is a delay due to external factors such as poor internet connection, internet failure, or electricity outages.

6.8. Your account statement will designate the purchase as coming from "Encore Sales and Marketing LLC."

6.9. After you purchase Gold Coins, you will receive two confirmations: (i) an on-screen confirmation; and (ii) an email to the email address associated with your account.

6.10. Once logged into your Customer Account, your Gold Coins balance will appear on the top right corner of your screen on both mobile and desktop.

6.11. Gold Coins will expire after an account has been Inoperative for sixty (60) consecutive days. In this case, "Inoperative" means there has been no game play activity using either Gold Coins or promotional Sweeps Coins.

6.12. Our Customer Support can be accessed twenty-four (24) hours a day, seven days a week via the Contact Us page by submitting a request form. Our response time is as soon as possible, but could take up to twelve (12) hours. For payment related queries, you can call [SUPPORT PHONE NUMBER], which is also available twenty-four (24) hours a day, seven days a week.

7. Games and Contests

7.1. In addition to these Terms, Games offered on the Service may have additional rules which are available on the Service. It is your responsibility to read the rules of a Game before playing. You must become familiar with the applicable terms of play and read the rules before playing any Game.

7.2. Our Service may include social jackpots known as "AmericasBestCasino Sweepstakes Jackpots" for customers to enjoy together. Participation in the AmericasBestCasino Sweepstakes Jackpots is voluntary.

7.3. In addition to these Terms, Sweepstakes Promotions offered through the Service have their own rules which are available on the Service. For current Rules, see official Sweepstakes Rules. You must become familiar with the applicable terms of play and read the relevant rules before playing any Game.

7.4. Sweeps Play, Boosts and Promotions

All Promotions, including AmericasBestCasino Sweeps Play, Contests, Boosts, Special Offers, and other Bonuses, are subject to these Terms of Use, the Official Sweepstakes Rules, and additional terms that may be published at the time of a Promotion.

In the event of a conflict between these Terms of Use and AmericasBestCasino's Official Sweepstakes Rules, Promotion-Specific Terms, Special-Offer Specific terms, or Boost-Specific terms, the Official Sweepstakes Rules or Specific Terms will govern.

To access the AmericasBestCasino Sweeps Platform, a Player must open the AmericasBestCasino Standard Platform and click on the button next to their Sweeps Coins balance that says "Sweeps Mode." The Player will then be redirected to the AmericasBestCasino Sweeps Platform.

For more information regarding AmericasBestCasino Sweeps Play, see the AmericasBestCasino Official Sweepstakes Rules.

AmericasBestCasino reserves the right, in its sole discretion, to redeem or modify any such promotion (including their availability) without notice to you. If, in the reasonable opinion of AmericasBestCasino, we form the view that a Player is abusing any promotion, to derive any advantage or gain for themselves or other Player's, including by way of Fraudulent Conduct, we may, at our sole discretion, withhold, deny or cancel any advantage, bonus, Prize, or award of Sweeps Coins as we see fit.

8. Complaints

8.1. If you are dissatisfied with the Service, you can contact us by selecting the "Contact Us" link on the Site and completing the form.

8.2. All complaints/claims must be submitted for consideration within three (3) months from the issue that gave rise to the complaint.

8.3. To protect your privacy, all communications must use the email address you registered your Customer Account with. This communication should include: your user ID; your first and last name (as registered on your Customer Account); a detailed explanation of the complaint/claim; and any specific dates and times associated with the complaint/claim (if applicable).

8.4. Failing to include the information listed in point 8.3 may delay our response to your complaint/claim. We will reply as soon as possible.

8.5. We will aim to resolve your complaint/claim as soon as is reasonably practicable. If you are not satisfied with the outcome, you may pursue arbitration as set out in Section 16.

9. Promotional Content

9.1. All promotions including Sweepstakes Promotions, contests, and special offers are subject to these Terms, the Official Sweepstakes Rules, and any additional terms that may be published at the time of the promotion, contest or special offer.

9.2. We reserve the right to withdraw or alter any such promotions at our sole discretion and without prior notice to you.

9.3. We reserve the right to exclude you from any promotions, contests or special offers at our sole discretion and without any obligation to give reasons.

9.4. We reserve the right to exclude you from any promotions, contests or special offers if we believe you have tried to enter by using more than one Customer Account or are engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in your local jurisdiction), whether or not you would have or might have won but for such activity. Where multiple entries/accounts have been used, we reserve the right to suspend these accounts and withhold any promotional benefits.

9.5. You confirm that you grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free License to use in whatever way we choose, and without further acknowledgement of you as the author, any content you post or publish as part of a promotion, contest or competition.

10. Customer Verification

10.1. We are entitled to conduct any verification checks (including credit background checks and identity checks) that we may reasonably require and/or that are required of us under applicable laws and regulations or by relevant regulatory authorities. You agree to comply with all verification checks in a timely manner.

10.2. We may restrict your opening or use of a Customer Account pending any verification checks having been completed to our satisfaction.

10.3. The documents required may include identification documentation (including photo identification) such as a government-issued identification document, a utility bill that matches the address registered on your Customer Account, and source of wealth or source of funds documentation such as a payslip or bank statement. If you fail to provide any requested document in the form required within forty (40) days from the date it was first requested, we may deactivate or restrict your Customer Account in our sole discretion.

10.4. We may use third-party service providers to run external identification, location verification, and other verification checks based on the information you provide from time to time. To access your Customer Account or use the Service, you must enable and allow "Locations Services" on your device or PC.

11. Intellectual Property

11.1. These Terms only grant you the right to use the Service and do not convey any ownership rights or any other interest in the Service.

11.2. All rights, title and interest, including any copyright, patent, trade secret or other intellectual property right in the Service will remain our sole property or where licensed from a third party their sole property.

11.3. Notice of Enforcement: AmericasBestCasino vigorously enforces its intellectual property rights to the fullest extent of the law. Accordingly, AmericasBestCasino may prosecute any unauthorized use or reproduction of any of the Content, Databases and any other information contained therein that violate the protection afforded by the United States and international copyright law and trademark law, and/or other state, federal, and international laws and regulations, including laws pertaining to contracts, and privacy and publicity.

11.4. Your use of the Games will not give you any ownership rights in the intellectual property. The titles, source and object codes, game client and server software, the "look and feel" of the Games, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, Customer Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations files, images, graphics, documentation, gaming history and recording of game play, transcripts of any

chat rooms, and moral rights, whether registered or not, and all applications related to the above will remain vested in us or any third party supplier of the Games.

11.5. However, you acknowledge and agree that you shall have no ownership or other property interest in the Customer Account, and you further acknowledge and agree that all rights in and to the Customer Account are and shall forever be owned by and inure to the benefit of us.

11.6. We require our users to respect the intellectual property rights of others and expect them to do the same. If you feel your work has been copied in a manner that violates copyright laws, or you think your rights have been violated or infringed in any way through the Site, please notify us via Contact Us form.

11.7. In order for us to be able to help you, you must include the following in your notification:

i. A physical or electronic signature of the owner of the right that is believed to be infringed or the person authorized to act on the owner's behalf;

ii. A description of the copyrighted work or other right you claim has been infringed or violated;

iii. Information sufficient to locate the material in question on the Site;

iv. Your name, address, telephone number, e-mail address and all other information reasonably sufficient to allow us to contact you;

v. A statement you make, under the penalty of perjury, that you have a good faith belief that the use of the material is not authorized by the rightful owner, its agent or the law; and

vi. A statement you make, under the penalty of perjury, that the information you have provided in your notification is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

11.8. Prior to submitting your notification, please take the time to consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If your notification proves to be unwarranted, you may be liable for costs and attorneys' fees.

12. Responsibility for Customer Content

12.1. You must comply with all applicable laws when creating any content related to your use of the Services. You undertake not to submit to the Service, or send to other users of the Service, any material that is defamatory, inaccurate, abusive, obscene, offensive, sexual in nature, aggressive, harassing, racially offensive, illegal or infringes another party's rights.

12.2. You will not provide false, misleading, or inaccurate information to us or to any other user of the Service.

12.3. We may at our sole discretion delete any customer content without notice but are not obliged to do so. We are not responsible for the conduct of any user in the Service, or for any customer content they submit.

12.4. You hereby grant us a sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display and use any User Content, and to incorporate it in other works in any form, media, or technology now known or later developed.

12.5. You further grant us the unrestricted, right to use and exploit your name, likeness and any other information or material included in any User Content, and in connection with any User Content or your Customer Account, without any obligation to you. You waive any rights of attribution and/or any moral rights you may have in your User Content, except as prohibited by law.

12.6. You acknowledge that any User Content you post is your sole responsibility, and you take full responsibility for any risks associated with it. We do not guarantee the backup or retention of any User Content transmitted to the Service.

12.7. Prohibited Content in the Service includes, but is not limited to:

12.7.1. Promotion of racism, bigotry, hatred or physical harm of any kind against any group or individual;

12.7.2. Harassing material;

12.7.3. Offensive material of a sexual or offensive nature;

12.7.4. Promotion of terrorism or religious hatred;

12.7.5. Illegal activities or conduct that is abusive, threatening, obscene or defamatory;

12.7.6. Commercial material without authorization from us; or

12.7.7. Content advertising the services of another business or competitor.

12.8. If you encounter any materials in the Service that you believe are offensive, hateful, harassing or otherwise prohibited, you can notify us by emailing support@americasbestcasino.net.

13. Third Party Websites & Content

13.1. The Service may contain links to content owned and/or operated by third parties, for instance third parties who may invite you to participate in promotional offers or rewards programs or third-party advertisers or payment providers. All charges or liabilities you may incur through your dealings with these third parties are your responsibility. We are not responsible for any such third-party services or content and do not have control over any materials made available therein.

13.2. Our inclusion of a link to a third-party website, services or content in the Service does not imply endorsement, advertising, or promotion of such websites, services or content or any materials available and we make no guarantee as to the content, functionality, or accuracy of any third-party website.

13.3. By accessing a third-party website, services or content you accept that we do not exercise any control over such websites, services or content and have no responsibility for them. The third-party sites may collect data or solicit personal information from you. We are not responsible for privacy policies, or for the collection, use or disclosure of any information those sites may collect. You should always read and understand the terms of service and privacy policy applicable to any third-party website, services or content you may access.

13.4. We do not endorse, assume and will not have any liability or responsibility to you or any other person for any third-party products, services, materials or websites. Please note that the relevant third party is solely responsible for all goods and services it provides to you and for any and all damages, claims, liabilities, and costs it may cause you to suffer, directly or indirectly, in full or in part.

13.5. If you use third party social networking websites to discuss the Service such as Facebook®, Instagram®, and Twitter®, you acknowledge and agree that:

- any content that you post on such social networking sites is subject to the relevant terms and conditions of that website;
- you will not post any comments that are false, misleading, deceptive or defamatory to us, our employees, agents, officers or other Players; and
- we are not responsible or liable for any comments or content that you or others post on social networking sites.

14. Disruptions, Errors & Omissions

14.1. No Warranties

THE SERVICES, WHETHER IN WHOLE OR IN PART (INCLUDING, WITHOUT LIMITATION, ALL CONTENT, AND USER MATERIALS), ARE PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTY: (A) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (B) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; (C) THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (D) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE SERVICES; (E) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (F) THAT TRANSMISSIONS OR DATA WILL BE SECURE.

14.2. Exceptions

IN SOME JURISDICTIONS, THE LAW MAY NOT PERMIT DISCLAIMERS OF WARRANTIES, LIABILITIES OR DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR WARRANTIES AND LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.3. We are not responsible for any downtime, server disruptions, errors, lagging, or any technical or political disturbance to the Service or Games, nor attempts by you to participate by methods, means, or ways not intended by us.

14.4. We do not take responsibility for any damage or losses incurred as a result of delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of a Service or any errors or omissions in the Service.

14.5. In the event of a malfunction in the Services, then all Game play on the Service will be annulled.

14.6. If an error or malfunction occurs in a Game, then all Game play resulting from the error or malfunction will be voided.

14.7. We reserve the right to remove any part of the Games from the Service at any time. Any part of the Games that indicate incorrect behavior affecting, game data, Virtual Currency balances, balances or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Service. Player balances and account details may be altered by us in such cases in order to correct any mistake.

14.8. We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

14.9. We have the right to declare participation in a Game void, partially or in full, if, in our sole discretion, it is obvious that there was an error, mistake, misprint or technical error on the pay-table, win-table, minimum or maximum stakes, odds or software.

14.10. If you are incorrectly awarded any Virtual Currency or prizes as a result of (a) any human error; (b) any bug, defect or error in the Service; or (c) the failure of any Games to operate in accordance with the rules of the relevant game, then we will not be liable to award you any such Virtual Currency or prizes and you agree that any such Virtual Currency or prizes that have been awarded in error to your Customer Account will be voided.

14.11. We reserve the absolute right to make a decision in the event of a discrepancy between the result showing on a user's device and the server software. This discretion includes the authority to recognize the result showing on the server software as the official and governing result.

15. Indemnity and Limitation of Liability

15.1. To the maximum extent permitted by applicable law, we and our subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be held liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, personal injury or property damage, loss of data, loss of use, loss of anticipated savings, wasted expenditure, cost of obtaining substitute goods or services, loss of good-will, or other intangible losses, resulting from:

15.1.1. your access to or use of or inability to access or use the service;

15.1.2. any conduct or content of any third party on the service, including without limitation any content, products or services provided by any advertisers, affiliate advertising networks, rewards program operators or payment providers we may cooperate with or any other users of the service;

15.1.3. any content and/or information obtained from the service or reliance upon the service or any part thereof; and

15.1.4. unauthorized access or use or alteration of any material or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we knew of or ought to have known of the possibility of such damages.

15.2. In some jurisdictions the applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Nothing in these terms removes or supersedes your rights as a consumer based on mandatory provisions of law.

15.3. To the maximum extent permissible under applicable law, our total liability and/or the liability of our affiliates is limited to the total amount you have paid us in the one hundred and eighty (180) days immediately preceding the date on which you first assert any such claim.

15.4. We are not held accountable for any damages or losses relating to or caused by any viruses, bugs, human action or inaction of any computer system, phone line, hardware, software, or program malfunctions, or any other errors, failures, or delays in computer transmissions or network, connections on account of your access to or use of the services. We cannot and do not guarantee continuous, uninterrupted, or secure access to the Service.

15.5. We are not liable for any damages, claims, liabilities or costs that you may incur or suffer in connection with any content, products or services offered by any third parties we cooperate with.

15.6. You waive and release us and our subsidiaries, affiliates, partners, officers, directors, employees and agents from any liabilities arising from or related to any act or omission of such third parties in connection with your use of the service.

15.7. You agree to indemnify and hold us harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your use of or access to the Service, your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

15.8. Nothing in these Terms shall limit our liability for death or personal physical injury resulting from our negligence or willful misconduct.

16. Dispute Resolution and Agreement to Arbitrate all Disputes

16.1. Binding Arbitration and Class Waiver

PLEASE TAKE NOTICE OF THESE "BINDING ARBITRATION" AND "CLASS WAIVER" PROVISIONS, AS THEY REQUIRE YOU TO SUBMIT TO ARBITRATION ANY DISPUTES WITH AMERICASBESTCASINO AND RESTRICT THE WAY YOU CAN SEEK RELIEF. THESE TERMS OF SERVICES APPLY TO ALL CLAIMS YOU MAY POSSESS, WHETHER EXISTING AT THE TIME OF ACCEPTANCE OF THIS AGREEMENT OR ARISING IN THE FUTURE. IF YOU HAVE NOT AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE BEFORE, YOU HAVE AN OPTION, LISTED BELOW, TO EXCLUDE YOURSELF FROM THESE ARBITRATION AND CLASS WAIVER PROVISIONS. YOU MUST TAKE THIS ACTION WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT OR ELSE FORFEIT THE OPTION TO OPT-OUT. THESE PROVISIONS PREVENT YOU FROM SEEKING A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST AMERICASBESTCASINO. THEY ALSO PREVENT YOU FROM PARTICIPATING IN OR RECEIVING RELIEF UNDER ANY PAST, PENDING, OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST AMERICASBESTCASINO BY SOMEONE ELSE. ARBITRATION PRECLUDES YOU FROM BRINGING A LAWSUIT IN COURT OR RECEIVING A JURY TRIAL.

16.2. Scope of Arbitration Provision

You and AmericasBestCasino agree that any dispute, claim or controversy arising out of or relating to your access to or use of any AmericasBestCasino Site (including Services) or to these Terms of Services (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of these Terms of Services) (a "Dispute"), shall be determined by arbitration, including claims that arose before acceptance of any version of these Terms containing an arbitration provision, except that you and AmericasBestCasino are NOT required to arbitrate any Dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. In addition, in the event of any dispute concerning the scope or applicability of the Arbitration Provisions of these Terms, you and AmericasBestCasino agree that the arbitrator exclusively shall have the power to rule on his or her own jurisdiction over the Dispute, including any objections with respect to the existence, scope or validity of the arbitration agreement or to the arbitrability of the claims or counterclaims presented as part of the Dispute.

The parties acknowledge that the agreement in this Section to arbitrate any Disputes on an individual and case-by-case basis is a separate agreement for purposes of the Federal Arbitration Act in addition to the Terms. The alleged invalidity of the Terms of Services shall have no effect upon the validity of our mutual agreement to arbitrate any Disputes under this Section. In addition, if any portion of this section entitled "Dispute Resolution and Agreement to Arbitrate all Disputes" is deemed to be inapplicable or invalid, then the remainder shall still be given full force and effect consistent with Section 18.3 of these Terms.

16.3. Waiver of Class Relief

Whether the dispute is heard in arbitration or in court, you agree that you and AmericasBestCasino will not initiate a class action, class arbitration, mass action or other representative action or proceeding, and shall not otherwise participate in such actions. You and AmericasBestCasino are each waiving respective rights to participate in a class action. By accepting this agreement, you give up your right to participate in any past, pending or future class action or any other consolidated or representative proceeding, including any existing as of the date of you agreed to these Terms of Services.

It is your decision to make and you are not required to rely solely on the information provided in these Terms of Services. It is important to take reasonable steps to conduct further research and to consult with counsel (at your expense) regarding the consequences of your decision.

16.4. Option to Opt Out

IF YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MAY OPT OUT OF THESE ARBITRATION AND CLASS ACTION PROVISIONS BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU FAIL TO OPT-OUT WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, THESE TERMS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

16.5. Procedure to Opt Out of Arbitration

IF YOU DO NOT WISH TO AGREE TO THIS SECTION OF THE TERMS OF SERVICES REQUIRING ARBITRATION AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, SEND AN EMAIL TO legal@americasbestcasino.net. YOU MUST INCLUDE IN THE EMAIL YOUR: NAME, ADDRESS AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH AMERICASBESTCASINO THROUGH ARBITRATION. A REQUEST TO OPT-OUT AFTER THE 30 DAY PERIOD SHALL NOT BE EFFECTIVE.

16.6. Location of Arbitration and Applicable Rules

You and AmericasBestCasino agree that such arbitration shall occur in Harker Heights, Texas. You may appear in such proceedings telephonically. You and AmericasBestCasino agree that such arbitration shall be conducted by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), as modified by these Terms of Service.

16.7. Authority of Arbitrator

With the exception of class procedures and remedies as discussed above under "Waiver of Class Relief," the arbitrator shall have the authority to grant any remedy that would otherwise be available in court.

16.8. Confidentiality

You and AmericasBestCasino shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

16.9. Allocation of Arbitration Fees

If you assert a Dispute as an individual, you will only be required to pay arbitration fees of $250 in connection with any arbitration under this section, and AmericasBestCasino will bear all other costs charged by AAA or the arbitrator up to $5,000. You will still be responsible for paying your own attorneys' fees. Each party shall bear its own costs in the arbitration proceeding. If any portion of this section entitled "Binding Arbitration and Class Waiver" is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

17. One Year Limitations Period

17.1. Disputes and Claims Must be Raised Within One Year. We both agree that any claims or lawsuits, regardless of form, arising out of or related to the Service or these Terms of Services must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute.

18. Miscellaneous

18.1. Entire Agreement. These Terms constitute the entirety of the agreement between you and us regarding your use of the Services, and override any previous or simultaneous communications and offers, whether digital, verbal, or written, between you and us pertaining to your participation.

18.2. Force Majeure. We are not liable or accountable for any failure to perform, or delay in performance, of any of our commitments under these Terms caused by events outside of our reasonable control.

18.3. Severability. If any part of the Terms, or any portion thereof, is declared invalid by a court of competent jurisdiction, that part of the Terms will be deemed severable and shall not affect the validity and enforceability of the remainder of these Terms, which shall remain in full force and effect.

18.4. Assignment. These Terms are exclusive to you, and may not be assigned, transferred, or sublicensed by you. We reserve the right to assign, transfer, or delegate any of our rights and obligations hereunder to any third party without prior notice to you.

18.5. Business Transfers. In the event of a change of control, merger, acquisition, or sale of assets, your Customer Account and associated data may be part of the assets transferred to the purchaser or acquiring party.

18.6. Waiver. Our failure to enforce breach or a violation of these Terms, or otherwise failure to exercise any rights under these Terms, should not be construed as a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.

18.7. Taxes. The payment and reporting of all taxes related to your use of the Service are your sole responsibility. Please contact your local legal and/or tax expert for information on how your play at AmericasBestCasino may have such consequences.

19. Anti-Money Laundering

We monitor all transactions in order to prevent money laundering. If AmericasBestCasino suspects that you may be engaging in, or have engaged in money laundering activities, your access to the Platform will be suspended immediately and your Customer Account may be closed. If your Customer Account is suspended or closed under such circumstances, AmericasBestCasino is under no obligation to reverse any Gold Coin purchases you have made, nor is AmericasBestCasino under any obligation to allow use of any Sweepstakes Coins that may be associated with your Customer Account. In addition, AmericasBestCasino may pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers, or other financial institutions. You will cooperate fully with any AmericasBestCasino investigation into such activity. If you suspect any unlawful or fraudulent activity or prohibited transaction by another Player, please notify us immediately by sending an email to legal@americasbestcasino.net.

20. Applicable Law and Jurisdiction

20.1. Governing Law. The parties agree that this Agreement and the Services associated with it are governed by and are to be interpreted in accordance with the laws of the State of Texas, USA, without regard to its principles of conflicts of law.

20.2. Subject to the arbitration provisions contained in Section 16, the parties agree that any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination or invalidity of these Terms, will be exclusively submitted to the courts in the State of Texas, and you and we consent to the personal jurisdiction and venue of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder can be presented before any court of competent jurisdiction.