

Last Updated: April 1, 2023

Terms of Service for using Treasure Island Resort & Casino Website / Mobile Apps

PLEASE READ THESE TERMS OF SERVICE CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS OF SERVICE CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. These Terms of Service apply to your use of the websites <https://www.ticasino.com/> and <https://www.playticasino.com/>, and any mobile application(s) and other online products and services of Prairie Island Indian Community, d/b/a Treasure Island Resort and Casino (together, the “Service”). In these Terms of Service, the Treasure Island Resort & Casino will be referred to as ‘we’, ‘us’ and/or ‘our’.
2. A wide range of intellectual property rights are used in and relating to the Service, including:
 - a. the trademarks and logos;
 - b. the design, text, graphics and other content of the Service, including web pages on this website, together with all the web addresses associated with those web pages; and
 - c. all the software used in relation to the Service.
3. Except as explicitly provided herein, nothing in these Terms of Service shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any content we make available via the Service. Use of our intellectual property for any purpose not expressly permitted by these Terms of Service is strictly prohibited.

About these Terms of Service

4. If you access or use any part of the Service, click “I Agree” or otherwise affirm your intent to be bound by these Terms of Service, you signify that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or use the Service. You are permitted to use the Service only if you can form a

binding contract with us, and only in compliance with these Terms of Service and all applicable local, state, national, and international laws, rules and regulations.

5. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms of Service. The Service is not designed for use by or in connection with anyone under the age of 18, and you accept all responsibility that may arise from your use of the Service in connection with any minors. You are not permitted to access or use the Service if we have already prohibited you from doing so.
6. We reserve the right to change these Terms of Service at any time without giving you notice. Please check these Terms of Service from time to time for any changes. By continuing to use the Service after we make changes to the Terms of Service, you agree to all the changes.

Using the Service

7. We collect and use information in line with our Privacy Notice. By using the Service, you acknowledge that you have read and understood our Privacy Notice.
8. Subject to the terms and conditions of these Terms of Service, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service solely as permitted by the features of the Service, which may vary by user. We reserve all rights not expressly granted herein in the Service and content we may make available to you from time to time.
9. You cannot use the Service:
 - a. for any unlawful purpose;
 - b. to send spam;
 - c. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
 - d. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - e. to tamper with, update or change any part of the Service;

- f. in a way that affects how it is run;
- g. in a way that imposes an unreasonable or disproportionately large burden on our or our suppliers' communications and technical systems as determined by us; or
- h. using any automated means to monitor or copy the Service or its content, or to interfere with or attempt to interfere with how the Service works.

If you provide content for the Service

- 10. If you provide any user content to the Service (for example, by providing ratings and reviews, comments, articles, or uploading any other content in any format (including video)) (each "User Content"), you hereby grant us a non-exclusive, non-transferable, worldwide, royalty-free, sublicenseable, freely assignable, perpetual license to access and use your User Content (including altering and adapting it for operational or editorial reasons) and any derivatives thereof in any media worldwide, for our own marketing, research and promotional activities and our internal business purposes which may include providing the User Content to selected third party partners, service providers, social media and networking sites. By posting User Content that includes ratings and reviews, you agree to our Guidelines for Ratings and Reviews.
- 11. You own your User Content at all times, and you continue to have the right to use it in any way you choose outside of the Service. We take no responsibility and assume no liability for any User Content that you or any other user posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content from other users that is inaccurate, objectionable, inappropriate for children, or otherwise unsuitable, and you agree that we are not liable for any damages you allege to incur as a result of or relating to any User Content.
- 12. By providing any User Content to the Service you confirm that your User Content:
 - a. is your own original work or you are otherwise fully authorized to provide it to the Service and that you have the right to give us permission to use it for the purposes set out in these Terms of Service;
 - b. will not contain or promote anything illegal, harmful, misleading, abusive, defamatory (that is, it does not damage someone's good reputation) or anything else that might cause widespread offence or bring us or our business partners into disrepute;

- c. does not take away or affect any other person's privacy rights, contract rights or any other rights;
 - d. does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of the Service;
 - e. will, if used to promote your own business or services, clearly and openly state your association with the particular business expressly;
 - f. will not contain any form of mass-mailing or spam.
13. If you do not want to grant us the permissions set out above, please do not provide your User Content to the Service.
14. We have no obligation to publish your User Content on the Service and we retain the right to remove any User Content at any time and for any reason. Please note that we may not be able to remove your User Content in some circumstances even if you ask us to do so. You should not provide us with User Content that you do not want to be shared with others.
15. We do not edit, pre-vet or review any User Content displayed on the Service. If you believe that any User Content does not comply with the requirements set out in this paragraph, please notify us immediately. We will then review the User Content and, where we deem it appropriate, remove it within a reasonable time.
16. You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our personnel, or obtained from sources other than you.

17. Copyright Complaints

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Prairie Island Indian Community, d/b/a Treasure Island Resort and Casino

Address: 5734 Sturgeon Lake Rd
Welch, MN 55089

Telephone: 800-222-7077

Email: info@ticasino.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also, in our sole discretion, limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you send a message through the Service

18. We reserve the right to scan messages sent using the contact form on the Service manually and automatically and to store such messages. Any personal data you include in such messages may be (a) used by Treasure Island Resort & Casino for purposes reasonably associated with provision of the Service, (b) disclosed where disclosure is required by law,

and (c) used where any of your actions have breached these Terms of Service. Personal data may be used by us as set forth in our Privacy Notice.

Disclaimers

19. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE CONTENTS OF THE SERVICE ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS OF SERVICE GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS OF SERVICE WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. You should not rely on the Service for advice. If the Service provides professional information, such information is for informational purposes only and should not be construed as professional advice. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

Limits to our liability

21. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR EMPLOYEES, OFFICERS OR OTHER AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, SAVINGS YOU EXPECT TO MAKE, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR OUR EMPLOYEES, OFFICERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES, OFFICERS AND OTHER AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THE SERVICE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE OR OUR EMPLOYEES, OFFICERS AND OTHER AGENTS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE LESSER OF (I) THE AMOUNT YOU PAID TO US HEREUNDER OR (II) \$100.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE OR OUR EMPLOYEES, OFFICERS AND OTHER AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS OF SERVICE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS OF SERVICE WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

22. If we do not comply with these Terms of Service, we will only be liable for losses you have suffered as a direct result of our noncompliance, subject in all cases to section 21 of these Terms of Service. We are not liable to you for any other losses whether such losses are because we have not kept to our obligations or contract, because of something we have done or not done in negligence, due to defamatory statements or liability for a product or otherwise as a result of:
- a. using or relying on the Service;
 - b. not being able to use the Service;
 - c. any mistake, fault, failure to do something, missing information, or virus on the Service or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
 - d. theft, destruction of information or someone getting access to our records, programs or services without our permission;
 - e. goods, products, services or information received through or advertised on any website which we link to from this Service; or
 - f. any information, data, message or other material which you email, post, upload, reproduce, send, or otherwise distribute or receive using the Service.

Indemnification

23. You agree to indemnify, defend and hold us harmless with respect to all claims, actions, lawsuits, damages, liabilities, losses, costs, and other expenses, including litigation costs and reasonable attorney fees (together "Claims") brought against us for: (a) infringement,

misappropriation or other violation of any intellectual property right or other proprietary right related to your User Content; (b) any material breach by you of these Terms of Service; or (ii) your negligence or wrongful acts/omissions or willful misconduct. We will notify you in a reasonably prompt manner of any claim for which we are seeking indemnification, but our failure to give timely notice hereunder shall not affect rights to indemnification except to the extent that such failure prejudices your ability to defend or settle the claim. The indemnification obligations in this paragraph shall survive the expiration or termination of these Terms of Service.

Additional Terms for Mobile Applications

24. We may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Treasure Island Resort & Casino does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Treasure Island Resort & Casino hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Treasure Island Resort & Casino account on one mobile device owned or leased solely by you, and in accordance with the features made available to you. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Treasure Island Resort & Casino may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms of Service will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Treasure Island Resort & Casino or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for

in these Terms of Service, is void. Treasure Island Resort & Casino reserves all rights not expressly granted under these Terms of Service. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries.

25. Mobile Software provided from App Store by Apple. The following applies to any Mobile Software you acquire from the Apple App Store (“App Store-Sourced Software”): You acknowledge and agree that these Terms of Service are solely between you and Treasure Island Resort & Casino, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Service and any law applicable to Treasure Island Resort & Casino as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms of Service and any law applicable to Treasure Island Resort & Casino as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party’s intellectual property rights, Treasure Island Resort & Casino, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service. You and Treasure Island Resort & Casino acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms of Service as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

26. Mobile Software provided from Google Play Store. The following applies to any Mobile Software you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms of Service are between you and Treasure Island Resort & Casino only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Treasure Island Resort & Casino, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Treasure Island Resort & Casino’s Google-Sourced Software.

Miscellaneous

27. Reservation of Rights. We reserve the right to terminate this license or your access to the Service at any time for any reason or no reason. We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to our users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms of Service, or for any or no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms of Service.
28. Entire Agreement. These Terms of Service make up the whole agreement between you and us in how you use the Service. If a court decides that a condition is not valid, the rest of the Terms of Service will still apply.
29. Other Users. You are solely responsible for your interactions with other users of our Service. We reserve the right, but have no obligation, to monitor disputes between you and other users. We shall have no liability for your interactions with other users, or for any user’s action or inaction.
30. Third-Party Materials. The Service may contain links to third-party materials that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms of Service and our Privacy Policy do not apply to your use of such sites. You expressly release us from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other users of the Service. Additionally, your dealings with or participation in promotions of any

advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we are not responsible for any loss or damage of any sort relating to your dealings with such advertisers.

31. **No Partnership.** There is no agency, partnership, association or joint venture between the parties.
32. **No Assignment.** You shall not assign these Terms of Service nor any of the rights, interests or obligations hereunder (whether by operation of law or otherwise) without our prior written consent. Any attempt to assign, transfer, pledge, or hypothecate, or make any other disposition of these Terms of Service, or any of the rights, obligations, or benefits contrary to the foregoing shall be null and void and without effect. Subject to the restrictions against unauthorized assignment or transfer set forth herein, the provisions of these Terms of Service shall inure to the benefit of and be binding upon each of the parties and their respective permitted successors and permitted assigns.
33. **No Waiver.** Our waiver of a breach of any condition of these Terms of Service by you shall not be construed as a waiver of any subsequent breach by you. We are entitled to assert all claims and to exercise all rights and remedies available, whether in law or equity.
34. **Claim Timing.** No action or claim arising out of these Terms of Service may be brought by you more than 2 years after the earliest date upon which the circumstances, acts and/or omissions giving rise to such claim or action first occurred.
35. **Contact Us.** Please contact us at info@ticasino.com with any questions regarding these Terms of Service.

Governing law and sovereign immunity

36. These Terms of Service shall be deemed fully executed and performed on the Prairie Island Indian Community reservation and shall be governed by and construed in accordance with the laws thereof. Any dispute between the parties of these Terms of Service shall first be attempted to be resolved amicably or through mediation if both parties consent. The Prairie Island Indian Community Tribal Court (“Tribal Court”) shall have exclusive jurisdiction over these Terms of Service. If an action is brought in a jurisdiction other than the Tribal Court, then the defending party can use this provision to dismiss any such action. Notwithstanding the above-stated provisions, a party may enforce an order, judgment or verdict of the Tribal Court in a state, federal, or other tribal court.

37. The Service is controlled and operated from facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

38. Nothing in these Terms of Service shall be construed or interpreted to affect a waiver of the Prairie Island Indian Community's sovereign immunity. No waiver of the Prairie Island Indian Community's sovereign immunity from suit may be implied from any action or document.

Class Action and Jury Trial Waiver

39. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.