

Terms and Conditions

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High Rollers of St. Lucie, Inc. (“we,” “us,” “our,” “ours,” etc.) is the owner and operator of www.FortunaRush.com and any affiliated websites and related mobile versions and all services provided thereon (“FortunaRush.com” or the “Platform”). We are the owner of all text, images, graphics, photographs, audio, video, buttons, icons, animations, data, messages, software, content, information, or materials on FortunaRush.com (“Materials”). These Terms and Conditions constitute a legal contract that establishes the relationship between you, the user, (“you,” “your,” “yours,” etc.) and us as it relates to your access to and use of FortunaRush.com, a gaming platform that allows you to purchase virtual tokens to play our games for entertainment purposes only (“Gold Coins”). You understand and agree that no prizes or other things of value can be won when playing the games using Gold Coins. The only thing that can be won when playing the games using Gold Coins are more Gold Coins which extend the privilege of playing the games. From time to time, we may run a promotion whereby we offer another type of virtual token to you (“Sweep Coins”), such as if you purchase Gold Coins or engage in other qualifying activities described in our www.FortunaRush.com/PromoRules. Sweep Coins are never available for purchase. Sweep Coins can be used to play Sweep Coin Games, which award more Sweep Coins, or, Sweep Coins may, after meeting certain playthrough and verification requirements, be exchanged for cash prizes (“Prizes”).

FortunaRush.com is not sponsored, endorsed, administered by, or associated with companies that may host or publish the Platform on their respective app stores, including, but not limited to, Apple Inc., Meta Platforms, Inc., or Google LLC.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A PROVISION THAT, TO THE FULLEST EXTENT AS PERMITTED BY LAW, WAIVES THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRES YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE SECTION 5 FOR MORE INFORMATION.

PLEASE READ THESE TERMS OF USE CAREFULLY IN THEIR ENTIRETY. BY ACCEPTING THESE TERMS AND CONDITIONS, INCLUDING BY ACCESSING OR USING LUCKRUSH.IO, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS.

By accessing or using FortunaRush.com, you accept and agree to our website policies, including these Terms and Conditions, and you certify to us that (a) you are eighteen (18) years of age or older, and are

at least the age of majority in your jurisdiction, (b) you have the legal capacity to enter into and agree to these Terms and Conditions, (c) you are using FortunaRush.com freely, voluntarily, willingly, and for your own personal enjoyment, (d) you will only provide accurate and complete information to us and promptly update this information as necessary to maintain its accuracy and completeness, and (e) you are not a resident of and are not accessing FortunaRush.com from the States of California, Connecticut, Idaho, Louisiana, Michigan, Mississippi, Montana, Nevada, New Jersey, New York, Tennessee, Washington, or the Canadian Provinces of [].

If you do not agree with any provision of these Terms and Conditions or any other policy linked or incorporated herein, including but not limited to the Promo Rules, Privacy Policy, and AML Policy, you may not access or use the Platform.

We reserve the right to revise these Terms and Conditions at any time at our discretion. By continuing to access the Platform, you represent that you have read and agree to be bound by any updates to these Terms and Conditions. You agree that we have the unilateral right to make changes to these Terms and Conditions, and that all modifications or changes are in force and enforceable immediately upon posting. The updated version supersedes any prior versions immediately upon posting, unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. We agree that if we change anything in these Terms and Conditions, we will change the “Last Updated” date at the top of these Terms and Conditions. You agree to re-visit this page on a frequent basis, and to use the “Refresh” or “Clear Cache” function on your browser when doing so. If you do not wish to be bound by these Terms and Conditions, updated Terms and Conditions, or any other incorporated policy or rule, you must immediately cease use of FortunaRush.com. If you fail to review these Terms and Conditions as required to determine if any changes have been made, you assume all responsibility for such omission. We are not responsible for your neglect of your legal rights.

We are not a gambling service, we do not take or place illegal bets, and we do not recommend or encourage illegal gambling. Instead, we offer entertaining online chance-based social casino games which are promoted by a sweepstakes. Gambling, whether in-person or online, is not legal in all areas. If you seek information regarding any illegal activity, you must leave FortunaRush.com immediately. You agree not to use FortunaRush.com if doing so would violate the laws of your state, province, or country. It is your sole and absolute responsibility to comply with all applicable laws, and you assume all risk in using FortunaRush.com. Nothing published on FortunaRush.com shall be construed as legal advice on any issue. **You assume all risk and responsibility for your access to and use of FortunaRush.com. We bear no responsibility for your access to or use of FortunaRush.com in connection with illegal gambling activities, and we do not condone illegal gambling. You understand and agree that FortunaRush.com is for entertainment purposes only. We make no guarantee that FortunaRush.com is legal in your jurisdiction.**

1. Accounts

a. Registration

All users may register for a single account on FortunaRush.com, provided you meet the requirements set forth herein and otherwise abide by these Terms and Conditions. You must complete our Identity Verification process (KYC) to (i) purchase Gold Coins, and (ii) to redeem Prizes won by playing Sweep Coins. Multiple accounts are expressly prohibited.

b. Accuracy

If you fail to provide the required information, if we reasonably believe that you have provided false, misleading, inaccurate, incomplete, not current, or otherwise incorrect information to us, if you fail to promptly update such information to maintain its accuracy and completeness, or if we or any of our authorized agents have reasonable grounds to suspect that a violation of this provision or of any of these Terms and Conditions has occurred, we may reject, suspend, or terminate your account, as well as subject you to criminal and civil liability. Acceptance of registration is subject to our sole discretion. While we may require you to provide additional information as necessary to verify the accuracy of your identity and the information you provide to us, you understand and agree that we do not sponsor or endorse any user.

c. No Account Sharing

You will not use, attempt to access, or ask for the login credentials for any third party's account at any time. You will not allow any third party to access or use your account at any time, nor provide any third party with your login credentials. We will not be liable for any loss that you may incur as a result of any third party that uses your password or otherwise accesses your account, either with or without your knowledge. You will be liable for losses incurred by us or any third party due to the release of account credentials to unauthorized persons.

d. Termination by You

You may delete your account by clicking "Delete Account" in your account settings. You will not assign, transfer, sell, or share your membership to FortunaRush.com. If you do, both you and any unauthorized user are jointly and severally liable for any fees that will be due.

e. Termination by Us

We may suspend or terminate your account, membership, and any licenses herein, at any time, for any reason, in our sole discretion, including if you violate these Terms and Conditions or if your account becomes inactive for more than six months. If we terminate your account, you will be responsible for all charges to your account at the time of termination, and any remaining balance in your accounts will become non-refundable. We are not responsible for preserving terminated account information, which may be permanently deleted in our discretion.

2. Grant of Rights

a. Materials

You understand that all we are offering you is access to and use of FortunaRush.com as it is provided. You need to provide your own access to the Internet, hardware, and software, and you are solely responsible for any fees that you incur to access or use FortunaRush.com. All users may access and use certain public areas of FortunaRush.com, free of charge. We grant all users a limited, nonexclusive, revocable, and nontransferable personal license to access and use only those Materials provided on free areas of FortunaRush.com for private, non-commercial purposes. This free license does not include a license to access or use paid areas of FortunaRush.com or the Materials therein. If you have purchased Gold Coins or engaged in some other qualifying activity, we also grant you a limited, nonexclusive, revocable, and nontransferable personal license to access and use FortunaRush.com and the Materials, as limited by your purchase of certain paid features or your engagement in other qualifying activities. This paid license is for private, non-commercial purposes. We reserve the right to limit the amount of Materials viewed or features available to you. Your license to access and use FortunaRush.com, the Materials, and certain paid features is not a transfer of title. You will not copy or redistribute any Material, and you will prevent others from unauthorized access, use of, or copying of the Materials.

3. Acceptable Use Policy

a. Prohibited Uses for All Users

You agree that you will only use FortunaRush.com for purposes expressly permitted and contemplated by these Terms and Conditions. You may not use FortunaRush.com for any other purposes without our express prior written consent. Without our express prior written authorization, you will not:

- Use FortunaRush.com for any purpose other than as offered by us, including in any way that is prohibited by these Terms and Conditions or that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including:
 - Laws prohibiting illegal gambling;
 - Intellectual property right laws protecting patents, copyrights, trademarks, trade secrets,

- and any other intellectual property right, including making, obtaining, distributing, or otherwise accessing illegal copies of copyrighted, trademarked, or patented content, deleting intellectual property right indications and notices;
 - o Laws against obscene, lewd, defamatory, or libelous speech; and
 - o Laws protecting confidentiality, privacy rights, publicity rights, or data protection.
- Link to FortunaRush.com on any third-party website in any way that is illegal, unfair, or damages or takes advantage of our reputation, including any link which establishes or suggests a form of association, approval, or endorsement by us where none exists.
- Access the accounts of other users.
- Engage in any fraudulent activity, including impersonating any real or fictitious third party, falsely claiming affiliation with any third party, misrepresenting the source, identity, or contents of the Materials.
- Engage in platform manipulation, including utilizing bots or other fraudulent means to gain an unfair advantage.
- Circumvent, disable, damage, or otherwise interfere with the operations of FortunaRush.com, any user's enjoyment of FortunaRush.com, or our security-related features or features that prevent, limit, restrict, or otherwise enforce limitations on the access to, use of, or copying of FortunaRush.com, by any means, including posting, linking to, uploading, or otherwise disseminating viruses, adware, spyware, malware, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious code, file, or program designed to interrupt, destroy, limit, or monitor the functionality of any computer software or hardware or any telecommunications equipment.
- Reverse engineer, decompile, disassemble, or otherwise discover the source code of FortunaRush.com or any part of it, except and only if that activity is expressly permitted by applicable law despite this limitation.
- Access or use any automated process (such as a robot, spider, scraper, or similar) to access or use FortunaRush.com in violation of our robot exclusion headers or to scrape all or a substantial part of the FortunaRush.com platform (other than in connection with bona fide search engine indexing or as we may otherwise expressly permit).
- Modify, adapt, translate, or create derivative works based on FortunaRush.com, except and only if applicable law expressly permits that activity despite this limitation.
- Commercially exploit or make available, mirror, or frame FortunaRush.com.
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it.
- Attempt to do any of the acts described in this section or assist or permit any person in engaging in any of the acts described in this section.
- Fail to comply with orders, judgments, or mandates from courts of competent jurisdiction.

Engaging in any Prohibited Use will be considered a breach of these Terms and Conditions and may

result in immediate suspension or termination of the user's account and access to FortunaRush.com or the platform without notice, in our sole discretion. We may pursue any legal remedies or other appropriate actions against you if you engage in any of the above Prohibited Uses or otherwise violate these Terms and Conditions or any international, foreign, or domestic laws, including civil, criminal, or injunctive relief, forfeiture of revenue, and termination of your account.

b. Law Enforcement

We will fully cooperate with law enforcement authorities or orders from courts of competent jurisdiction, requesting or directing us to disclose the identity or location of any user in breach of these Terms and Conditions, in accordance with our privacy policies, law enforcement policies, and applicable law or regulation. If we receive a subpoena, discovery request, production order, search warrant, or court order in response to your activities which cause us to incur legal expenses, costs, or fees for compliance, you agree to reimburse us for any such legal expenses, costs, and fees upon our request.

4. Billing and Payments

a. Gold Coins

If you provide valid and current payment information, and meet other known your customer requirements, as implemented, you may purchase Gold Coins to play the games for entertainment purposes only. No Sweep Coins can be won when playing the games using Gold Coins. No Prizes may be redeemed with Gold Coins. The only thing that can be won when playing the games using Gold Coins is more Gold Coins, which extends the privilege of playing the games. Gold Coins have no cash value and are for entertainment purposes only. Gold Coins may not be offered for sale by you, or traded or assigned in any manner by you to any third party. Gold Coins are not eligible for any full or partial refunds, whether used or unused. Gold Coins may be deleted from inactive accounts after 6 months. We offer you the opportunity to purchase differing amounts of Gold Coins for differing prices. The price of Gold Coins is displayed on FortunaRush.com, and you may only purchase Gold Coins for the currently displayed price. We reserve the right to charge additional fees for access to or use of FortunaRush.com or any of our other features, and to change our fee structure at our discretion. Sweep Coins, when offered, are always free. All previous offers or discounts are unavailable once removed from FortunaRush.com.

You agree to pay all fees or account charges related to any fees, taxes, charges, purchases, subscriptions, tips, or upgraded features associated with your account, immediately when due in accordance with our stated billing policy, or that of our third-party billing agent. You acknowledge that the charge on your banking statement may display our company name, one of our brand names, or our

third-party billing agent's name. You understand and agree that you are responsible for all fees or penalties that are associated with your account. Your account will be deemed past due if it is not paid in full by the payment due date. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a cardholder. You agree to pay all amounts due immediately upon cancellation or termination of your account.

High Rollers will provide Gold Coins free of charge via:

- i. Sign-up Bonus—You may receive a set number of Gold Coins as an initial bonus upon account creation.
- ii. KYC Bonus—You may receive a set number of Gold Coins as one-time bonus upon completing the Know Your Customer (“KYC”) process.
- iii. Social Media Engagement Bonus—You may receive a set number of Gold Coins for engaging with the FortunaRush.com social media sites as advertised on LuckRush.io.
- iv. Review Bonus—You may receive a set number of Gold Coins for leaving a review of FortunaRush.com on any public review platform, as confirmed by sending a link to the review of FortunaRush.com to chat support and limited to only one bonus per platform. Each review must be unique, though you may and should be honest in your review. Reviews do not need to be positive to receive this bonus. Note, you are responsible for reading, agreeing to, and adhering to FTC guidelines on reviews in exchange for benefits (available [here](#)), or the Canadian Competition Bureau’s guidelines on misleading representations and deceptive marketing practices (available [here](#)) in order to obtain this bonus.
- v. Referral Bonus—You may receive a set number of Gold Coins for referring a new player once the referred player completes the sign-up process and enters the referral code.
- vi. Lucky Wheel—You may receive Gold Coins for spinning the Lucky Wheel once every twelve hours.
- vii. Birthday Bonus—If you complete the KYC process , you may receive a set number of Gold Coins for logging in on your birthday.
- viii. Daily Bonuses—You may receive a set number of Gold Coins the first time each day that you log into your account, by following the instructions on a pop-up screen.
- ix. Level-Up—You may receive Gold Coins when you level up based on gameplay.
- x. Promotional Giveaways—From time to time, we may run no-cost giveaway contests on one or more of our social media pages. These may look like promo codes, Gift Boxes, designated links in emails, tournaments on FortunaRush.com, and opting into holiday events contests.
- xi. Replenishment—When your balance of Gold Coins is below the amount needed to play one round of the Gold Coin game on FortunaRush.com, requiring the least amount of Gold Coins to enter, you may request free Gold Coins by contacting customer support.

Any bonus is subject to review by and sole discretion of High Rollers and FortunaRush.com. High Rollers reserves the right to not award any bonus for any reason, including but not limited to failure to

complete all required components to receive the bonus, past abuse of bonus criteria (suspected, alleged, or actual), or violation of these Terms.

b. Gold Coins and Sweep Coins

From time to time, we may run a promotion whereby we offer Sweep Coins to you, for example, if you purchase Gold Coins or engage in other qualifying activities as described in our Promo Rules, available at www.FortunaRush.com/promorules. Sweep Coins are never available for purchase. Sweep Coins may be used to play Sweep Tokens games. The only thing that can be won when playing the games using Sweep Coins are more Sweep Coins (“Redeemable Sweep Coins”), which may then be exchanged for Prizes or used to play Sweep Tokens Games. Unused Sweep Coins are not eligible for any refund or exchange. Sweep Coins may be deleted from inactive accounts after 180 days. You may not offer Sweep Coins for sale, assign or transfer to any third party or attempt to do any of the foregoing.

You understand and agree that (i) your account balance of Sweep Coins and Gold Coins may not be returned or paid to you if FortunaRush.com becomes insolvent, (ii) FortunaRush.com does not pay interest on account balances, and (iii) account balances and transactions are only reported to you through FortunaRush.com, and we are under no obligation to issue any other report regarding your account balance or transactions.

If you exchange Sweep Coins for a Prize and request to redeem that Prize, we will issue payment to you in your selected payment method for any monies to be redeemed during the preceding pay period, or otherwise associated with your account, provided you have met the Minimum Payment Threshold, as defined in the Promo Rules. You are also subject to the Maximum Redemption Request associated with the Loyalty Program, as defined in the Promo Rules. However, you understand and agree that only the net winnings of Sweep Coins during any given day (*i.e.* Redeemable Sweep Coins) are eligible to be exchanged for Prizes. You cannot exchange the amount of Sweep Coins that were played in any day for cash Prizes.

You are responsible for providing accurate online account or payment method details, identifying where Prizes will be sent. All users are automatically required to comply with the standard due diligence requirements detailed in our AML/CTF Policy available at: <https://FortunaRush.com/AMLPolicy>. You must own or control the account associated with your payment method, and you agree to provide us with such information as we may request to confirm your ownership or control. You cannot receive a Prize until you have met the Minimum Payment Threshold, as defined in the Promo Rules. In the event we receive notice of any lien or encumbrance against your account, we may suspend payouts until such lien or encumbrance is satisfied or discharged. We may set off any liability, damages, costs, or expenses that we incur arising from or relating to your breach of these Terms and Conditions against any money

that we owe to you under these Terms and Conditions. We may also adjust or deduct the monies transferred to your account for any reason, at any time, without advance warning or notice, including retroactively. The most common reasons for transfer adjustments include customer refunds, fraud, conduct violations, third party liens, garnishments, and technical errors.

c. Taxes

You shall be responsible for payment of all taxes, and we will not be responsible for any federal, state, or provincial income tax withholding, unemployment contribution, workers compensation, Medicare / Medicaid, or any employment-related benefits. If requested, you will provide us with a Social Security Number or Taxpayer Identification Number, so that the appropriate IRS form may be issued where required by law. Failure to provide such information to us may result in termination of these Terms and Conditions.

d. Cryptocurrency

We may permit you to pay for Gold Coins on FortunaRush.com using one or more cryptocurrencies, such as Bitcoin. Acceptance of such payment method is in our sole discretion and may be of limited duration. Any payment in cryptocurrency is irreversible. Refunds of cryptocurrency payments is at our sole discretion, and, if allowed, may take the form of cryptocurrency transfer, or corresponding cash value of the requested refund, at our option. Additional administrative fees may apply to cryptocurrency transactions. By paying for Gold Coins in cryptocurrency, you acknowledge that the value of cryptocurrencies is highly volatile and that there is a substantial risk of loss associated with using cryptocurrencies. You consent to the risk that the value of cryptocurrencies may be influenced by activity outside our control, including fluctuating public interest in cryptocurrencies, potential regulation of cryptocurrencies, and risks associated with hardware, software, or Internet connection issues, malicious software, unauthorized access, or other communication failures, disruptions, errors, distortions, and delays. We do not represent, guarantee, or warrant the accuracy or fairness of the value of any cryptocurrency. You are solely responsible for making your own independent appraisal and investigations into the value of any purchase of sale on FortunaRush.com.

e. Third-Party Payment Processing

We utilize various third-party payment processors, cryptocurrency exchanges, or online wallet services, and we reserve the right to contract with additional such services in our sole discretion to process all payments and Prizes associated with FortunaRush.com. Such third parties may impose additional terms and conditions governing payment processing. You are responsible for abiding by such terms. We further disclaim any liability associated with your violation of such terms.

f. Changes to Your Billing and Payment Information

You must promptly inform our third-party billing and payment agents of all changes, including changes in your address, debit or credit card, and other banking information used in connection with billing or payments through FortunaRush.com. You are responsible for any debit or credit card charge backs, dishonored checks, and any related fees that we incur with respect to your account, along with any additional fees or penalties imposed by our third-party billing or payment agents.

g. Refunds

You understand and agree that it is our standard policy that **all purchases are final and nonrefundable.**

h. Billing and Payment Errors

If you believe that you have been erroneously billed for activity associated with your account, or if you believe that we have paid you an insufficient amount for any activity associated with your account, please notify our third-party billing or payment agents immediately of such error. If you do not do so within thirty (30) days after such billing or payment error first appears on any account statement, the fee or payment in question will be deemed acceptable by you for all purposes, including resolution of inquiries made by or on behalf of your banking institution. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported within thirty (30) days of the bill or payment being rendered to you. These terms shall supplement and be in addition to any terms required by third party billing or payment entities we engage to provide billing or payment services. You are responsible for review and compliance with such entity's terms in addition to those contained in these Terms and Conditions.

i. Fraudulent Use of Credit Cards

We take credit card fraud very seriously. Discovery that you have used a stolen or fraudulent credit card will result in the notification of the appropriate law enforcement agencies and termination of your account.

5. Dispute Resolution, Agreement to Arbitrate, and Damages

PLEASE READ THIS SECTION CAREFULLY, AS IT REQUIRES YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO ARBITRATE DISPUTES AGAINST US ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH

YOU CAN SEEK RELIEF FROM US.

a. Governing Law and Venue

These Terms and Conditions and all matters arising out of, or otherwise relating to, these Terms and Conditions shall be governed by the laws of the state of Florida, and United States federal law, excluding any conflict of law provisions.

After the informal dispute resolution process described below has been exhausted, and only in the event that the arbitration agreement is found not to apply to your dispute, all Parties stipulate that the courts located in Orange County, Florida shall have personal jurisdiction over them for resolution of any litigation permitted by these Terms and Conditions. All Parties to these Terms and Conditions agree that all legal actions or proceedings arising in connection with these Terms and Conditions or any services or business interactions between the Parties that may be subject to these Terms and Conditions but which are not otherwise subject to arbitration, shall be brought exclusively in Orange County, Florida. The Parties agree to *exclusive jurisdiction and venue in, and only in, Orange County, Florida*. The Parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the Parties with respect to, or arising out of, these Terms and Conditions in a jurisdiction other than that specified in this paragraph. All Parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines challenging venue or jurisdiction, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under these Terms and Conditions whatsoever. You agree to accept service of process by registered or certified mail, Federal Express, or Priority Mail, with proof of delivery or return receipt requested, sent to your last known address for any legal action arising from these Terms and Conditions. Nothing in this paragraph shall limit the below dispute resolution and arbitration agreement.

Any final judgment rendered against you or us in any action or proceeding shall be conclusive as to the subject matter and may be enforced in the courts located in Orange County, Florida or other jurisdictions in any manner provided by law if such enforcement becomes necessary.

b. Dispute Resolution & Arbitration

If you have a dispute with us arising out of or otherwise relating to your use of the Platform, including any Prizes and these Terms and Conditions, you shall confer with us and negotiate in good faith to attempt to resolve the dispute by contacting our Live Support. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process. If you are unable to resolve

the dispute with us within sixty (60) days after the receipt of the written description of your dispute, then, except as otherwise provided herein, either party may submit the issue to binding arbitration in accordance with the then-existing Streamlined Rules of JAMS.

AFTER THE INFORMAL DISPUTE RESOLUTION PROCESS, ARBITRATION, AS DESCRIBED HEREIN AND SUBJECT TO THE EXCEPTIONS HEREIN, IS THE SOLE MEANS TO RESOLVE CLAIMS BETWEEN YOU AND HIGH ROLLERS. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, including any question regarding the existence, validity, enforceability, or termination of these Terms and/or this section as well as the decision of whether a dispute should or can be arbitrated, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims by us for intellectual property infringement, actions for injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be confidential. The arbitration shall be conducted by a single arbitrator, knowledgeable in Internet and e-Commerce disputes. The arbitration shall be governed by the Federal Arbitration Act and the laws of the State of Florida without regard to conflict of law provisions. The arbitrator shall be willing to execute an oath of neutrality. The Arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of these Terms and Conditions; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. The arbitration award may be enforced in any jurisdiction, under applicable law. There shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving party to the other party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

c. Waivers

You and we hereby waive any argument that JAMS is an inconvenient forum or otherwise incompetent or without authority or jurisdiction to hear any dispute.

d. Arbitration to Proceed Individually; Waiver of Collective Action; Right to Opt-Out

Both parties agree that an arbitration or any other proceeding to resolve a dispute shall proceed in an individual capacity only, and neither party may bring a dispute as a collective action. Unless you and FortunaRush.com both agree, no arbitrator or judge may consolidate more than one person's claims or engage in any collective action. Without limiting the foregoing, a claim to resolve a dispute will be deemed a collective action if claims are filed or pursued concurrently by or on behalf of two or more and counsel for the two or more persons is the same, or share fees, or coordinate in any way. For the purposes of this clause, "concurrently" means the claims are pending (filed but not resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR HIGH ROLLERS WILL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES; TO PARTICIPATE IN ANY GROUP, CLASS, COLLECTIVE OR MASS ARBITRATION OR LITIGATION; TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS; TO ARBITRATE OR LITIGATE ANY DISPUTE IN A PRIVATE ATTORNEY GENERAL CAPACITY; OR OTHERWISE TO SEEK TO RECOVER LOSSES OR DAMAGES (WHETHER FOR YOURSELF OR OTHERS) INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS AND CONDITIONS, IN THE EVENT ALL OR ANY PORTION OF THIS PARAGRAPH OF SECTION 5 (DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, AND DAMAGES) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE IN A PARTICULAR DISPUTE, THEN THE PARTIES' AGREEMENT TO ARBITRATE (BUT NOT THOSE PROVISIONS OF SECTION 5 APPLICABLE TO LITIGATION) MAY BE DEEMED VOID AND AS HAVING NO EFFECT FOR PURPOSES OF THAT DISPUTE, UPON EITHER PARTY'S ELECTION.

BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND WE EACH WAIVE THE RIGHT TO (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN THE EVENT ALL OR ANY PORTION OF THIS SECTION (DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, AND DAMAGES) IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION, EXCEPT THIS SENTENCE, MAY, UPON HIGH ROLLER'S SOLE AND EXCLUSIVE ELECTION, BE

DEEMED VOID AND AS HAVING NO EFFECT, SUBJECT TO HIGH ROLLER'S RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF SUCH CLAUSE OR PORTION.

Notwithstanding the other provisions of this Section 5 (Dispute Resolution and Agreement to Arbitrate on an Individual Basis), either you or we may bring an action in a court for temporary injunctive relief until an arbitrator has been empaneled and can determine whether to continue, terminate or modify such relief.

RIGHT TO OPT OUT OF ARBITRATION

You have the right to opt-out and not be bound by the arbitration provisions of this section by sending written notice, signed by you, of your decision to opt-out to the following address 701 NW 5th Ave, Fort Lauderdale, Florida 33311. The notice must be sent within 30 days of your agreeing to these Term, as defined herein, or Jan 5th, 2026, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, High Rollers will not be bound by them as to you or any disputes or claims you bring. If you do not opt-out of this Section (Dispute Resolution, Agreement to Arbitrate, and Damages) within the specified time period, you will be deemed to have accepted the arbitration provisions. For avoidance of doubt, if you opt out of this agreement to arbitrate, the limitations and restrictions in this Section 5 applicable to litigation shall continue to apply to you. Additionally, if you opt out of this agreement to arbitrate, and at the time of your receipt of these Terms and Conditions you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of or access to the Platform, that existing arbitration agreement will remain in full force and effect. In other words, if you are bound by an agreement to arbitrate at the time you opt out of this one, that prior agreement to arbitrate will continue to apply to you.

THIS SECTION (DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, AND DAMAGES) SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.

e. Rights to Injunctive Relief

You acknowledge that remedies at law may be inadequate to provide us with full compensation in the event you breach these Terms and Conditions, and that we shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

f. Additional Fees

If we are required to enlist the assistance of an attorney, investigator, collections agent, or other person to collect any damages or any other amount of money from you, or if we are required to seek the assistance of an attorney to pursue injunctive relief against you, then you additionally agree that you will reimburse us for all fees incurred in order to collect these damages or in order to seek injunctive relief from you. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the damages themselves. You agree that you will pay these fees and costs.

6. Disclaimers

a. We Disclaim All Warranties

We provide access to and use of FortunaRush.com “as is” and “with all faults.” We make no warranty that FortunaRush.com will meet your needs or requirements. *We disclaim all warranties* — express, statutory, or implied—including warranties of merchantability, fitness for a particular purpose, workmanlike effort, quality, suitability, truthfulness, usefulness, performance, accuracy, completeness, reliability, security, title, exclusivity, quiet enjoyment, non-infringement, and warranties that your access to or use of FortunaRush.com will be uninterrupted, timely, secure, errorfree, or that loss of the Materials will not occur, to the greatest extent provided by applicable law. We may change any of the information found on FortunaRush.com at any time or remove any or all Materials thereon. We make no commitment to update the Materials. We make no warranty regarding any goods or services purchased or obtained through FortunaRush.com or any transaction entered into through FortunaRush.com. There are no warranties of any kind that extend beyond the face of these Terms and Conditions or that arise because of course of performance, course of dealing, or usage of trade.

b. Use at Your Own Risk

You expressly agree that access to and use of FortunaRush.com is at your own and sole risk. You understand that we cannot and do not guarantee or warrant that FortunaRush.com will be free of viruses, malware, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. We do not assume any responsibility or risk for your access to or use of the Internet, generally, or FortunaRush.com, specifically. You understand and agree that any Materials downloaded or otherwise obtained through FortunaRush.com is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from your activity.

c. Third-Party Links

FortunaRush.com may contain links to websites or resources owned and operated by our users or third

parties. You understand and agree that we have no control over, are not responsible for, and do not screen nor warrant, endorse, guarantee, or assume responsibility for the goods or services provided by our users or on third-party links. We will not be a party to or be in any way responsible for monitoring any transaction between you and other providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. You agree to hold us harmless from all damages and liability that may result from the use of third-party links that appear on FortunaRush.com and any advertising, services, goods, products, or other materials available on third-party links. We are not responsible for any use of confidential or private information by sellers or third parties. You agree that your use of any third-party link or the goods or services provided thereon is governed by the policies of those third parties, not by these Terms and Conditions or our other policies. We reserve the right to demote or remove any link at any time.

d. Violations of Laws or Regulations

Access to and use of FortunaRush.com in violation of any law or regulation is strictly prohibited. If we determine that you have provided or intend to purchase or provide any services in violation of any law or regulation, your ability to access and use FortunaRush.com will be terminated immediately. We do hereby disclaim any liability for damages that may arise from you or any user providing any services that violates any law or regulation. You do hereby agree to defend, indemnify, and hold us harmless from any liability that may arise for us should you violate any law. You also agree to defend and indemnify us should any third party be harmed by your illegal actions or should we be obligated to defend any such claims by any party.

7. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATION PROVIDERS, ATTORNEYS, AND AGENTS, FROM AND AGAINST ALL CLAIMS, ACTIONS, LOSS, LIABILITIES, EXPENSES, COSTS, OR DEMANDS, INCLUDING WITHOUT LIMITATION LEGAL AND ACCOUNTING FEES, FOR ALL DAMAGES DIRECTLY, INDIRECTLY, OR CONSEQUENTIALLY RESULTING OR ALLEGEDLY RESULTING FROM YOUR ACTIONS, OR THE ACTIONS OF ANOTHER PERSON UNDER YOUR AUTHORITY, INCLUDING WITHOUT LIMITATION, TO GOVERNMENTAL AGENCIES, OR ANY PARTY, DUE TO YOUR USE, MISUSE, OR INABILITY TO USE FortunaRush.com, OR ANY BREACH OF THESE TERMS AND CONDITIONS BY YOU OR ANOTHER PERSON UNDER YOUR AUTHORITY. WE SHALL PROMPTLY NOTIFY YOU BY ELECTRONIC MAIL OF ANY SUCH CLAIM OR SUIT, AND WE MAY COOPERATE FULLY (AT YOUR EXPENSE) IN THE DEFENSE OF SUCH CLAIM OR SUIT. WE RESERVE THE RIGHT TO PARTICIPATE IN

THE DEFENSE OF SUCH CLAIM OR SUIT AT OUR OWN EXPENSE, AND CHOOSE OUR OWN LEGAL COUNSEL; HOWEVER, WE ARE NOT OBLIGATED TO DO SO.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU DISCHARGE, ACQUIT, AND OTHERWISE RELEASE US, OUR PARENT COMPANY, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AND AFFILIATES, FROM ALL ALLEGATIONS, COUNTS, CHARGES, DEBTS, CAUSES OF ACTION, AND CLAIMS RELATING IN ANY WAY TO THE USE OF, OR ACTIVITIES RELATING TO THE USE OF FortunaRush.com INCLUDING CLAIMS RELATING TO THE FOLLOWING:

NEGLIGENCE, GROSS NEGLIGENCE, RECKLESS CONDUCT, ALIENATION OF AFFECTIONS (TO THE EXTENT RECOGNIZED IN ANY JURISDICTION), INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, INTENTIONAL INTERFERENCE WITH CONTRACT OR ADVANTAGEOUS BUSINESS RELATIONSHIP, DEFAMATION, PRIVACY, PUBLICITY, INTELLECTUAL PROPERTY INFRINGEMENT, MISREPRESENTATION, INFECTIOUS DISEASE, ILLEGAL GAMBLING, ANY FINANCIAL LOSS NOT DUE TO OUR FAULT, MISSED MEETINGS, UNMET EXPECTATIONS, FALSE IDENTITIES, FRAUDULENT ACTS BY OTHERS, INVASION OF PRIVACY, RELEASE OF PERSONAL INFORMATION, FAILED TRANSACTIONS, PURCHASES OR FUNCTIONALITY OFFORTUNARUSH.COM, UNAVAILABILITY OF FortunaRush.com, ITS FUNCTIONS AND ANY OTHER TECHNICAL FAILURE THAT MAY RESULT IN INACCESSIBILITY OF FORTUNARUSH.COM, OR ANY CLAIM BASED ON VICARIOUS LIABILITY FOR TORTS COMMITTED BY INDIVIDUALS MET ON OR THROUGH FORTUNARUSH.COM, INCLUDING FRAUD, THEFT OR MISUSE OF PERSONAL INFORMATION, ASSAULT, BATTERY, STALKING, HARASSMENT, CYBER-BULLYING, RAPE, THEFT, CHEATING, PERJURY, MANSLAUGHTER, OR MURDER.

THE ABOVE LIST IS INTENDED TO BE ILLUSTRATIVE ONLY, AND NOT EXHAUSTIVE OF THE TYPES OR CATEGORIES OF CLAIMS RELEASED BY YOU. THIS RELEASE IS INTENDED BY THE PARTIES TO BE INTERPRETED BROADLY IN OUR FAVOR, AND THUS ANY AMBIGUITY SHALL BE INTERPRETED IN A MANNER PROVIDING RELEASE OF THE BROADEST CLAIMS. THIS RELEASE IS INTENDED TO BE A FULL RELEASE OF CLAIMS, AND THE PARTIES ACKNOWLEDGE THE LEGALLY BINDING NATURE OF THIS PROVISION, AND THE NATURE OF THE RIGHTS GIVEN UP IN CONNECTION THEREWITH.

If any of these limitations in Section 8 are not permissible based on the jurisdiction in which you reside and/or use the Platform, those limitations will not apply to you, solely to the extent so prohibited.

We expressly disclaim any liability or responsibility to you for any of the following:

- Any loss or damage of any kind incurred because of the Materials, including errors, mistakes, or inaccuracies thereof or any Materials that are infringing, obscene, indecent, threatening, offensive, defamatory, invasive of privacy, or illegal.
- Personal injury or property damage of any nature resulting from your access to and use of FortunaRush.com.
- Any third party's unauthorized access to or alterations of your account, transmissions, or data.
- Any interruption or cessation of transmission to or from FortunaRush.com and any delays or failures you may experience in initiating, conducting, or completing any transmissions to or transactions through FortunaRush.com.
- Any bugs, viruses, malware, Trojan horses, or the like that may be transmitted to or through FortunaRush.com by any third party.
- Any incompatibility between FortunaRush.com and your other services, hardware, or software.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN SECTION 6 AND THE INDEMNITIES AND LIMITATIONS OF LIABILITY IN SECTIONS 7 AND 8 ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS. YOU REPRESENT THAT YOU TOOK SECTIONS 6, 7, AND 8 INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS AND CONDITIONS.

9. Intellectual Property

a. Trademarks

FortunaRush.com is our brand name and trademark. We aggressively defend our intellectual property rights. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners or holders of such trademarks and service marks. All of the marks, logos, domains, and trademarks that you find on FortunaRush.com may not be used publicly except with express written permission from us, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits us.

b. Copyrights

The Materials are our proprietary information and valuable intellectual property. We retain all right, title, and interest in the Materials. FortunaRush.com and the Materials are protected by copyright law. The Materials may not be copied, downloaded, distributed, republished, modified, uploaded, posted, or transmitted in any way without our prior written consent. You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials. Modification or use of the Materials except as expressly provided in these Terms and Conditions violates our intellectual property rights.

10. Responsible Gameplay

Resources for responsible gameplay, including links for support services are available at www.FortunaRush.com/responsiblegaming. FortunaRush.com also offers tools to limit gameplay or exclude yourself from gameplay altogether, including the ability to set session reminders, purchase and time limits, an hourly pop-up reminder showing how much time the player has spent on the site, and the ability to “Take a Break” or “Self-Exclude” indefinitely from FortunaRush.com. Those tools are available in your player account on FortunaRush.com.

11. General

a. Entire Agreement

These Terms and Conditions and any other legal notice or agreement published by us on FortunaRush.com, forms the entire agreement between you and us concerning your use of FortunaRush.com. It supersedes all prior terms, understandings, or agreements between you and us regarding the use of FortunaRush.com. A printed version of these Terms and Conditions and of any notice given in electronic form will be admissible in any proceedings based on or relating to these Terms. Such version of these Terms and Conditions shall be utilized to the same evidentiary extent, and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

b. Policies of Our Service Providers

You understand and agree that we may use certain third-party service providers to provide you with access to and use of FortunaRush.com. You understand and agree that you must agree to and abide by any user terms, privacy policy, or other policy that such third party requires you to agree to in order to use their services. In the event of a conflict between those policies and our policies, the terms of our policies shall govern.

c. Assignment and Delegation

We may assign any rights or delegate any performance under these Terms and Conditions without notice to you. You will not assign, delegate, or sublicense any of your rights or duties without our advanced written consent. Any attempted assignment or delegation in violation of this provision will be void.

d. Severability

If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force, if the essential terms for each party remain valid, binding, and enforceable.

e. Cumulative Remedies

All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

f. Successors and Assigns

These Terms of Use inure to the benefit of, and are binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its performance under these Terms of Use.

g. Force Majeure

We are not responsible for any failure to perform because of unforeseen circumstances or causes beyond our reasonable control, including: Acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters; epidemics; pandemics; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials; failure of the telecommunications or information services infrastructure; hacking, spam, data breach, malware, or any failure of a computer, server, network, or software for so long as the event continues to delay our performance; and unlawful acts of our employees, agents, or contractors.

h. Notices

Any notice required to be given by us under these Terms and Conditions may be provided by email to a

functioning email address of the party to be noticed, by a general posting on FortunaRush.com, or by personal delivery via commercial carrier. Notices by customers to us shall be given by contacting us at support@FortunaRush.com unless otherwise specified in these Terms and Conditions. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of these Terms and Conditions. Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier shall be deemed delivered on the business day following mailing. Notices delivered by any other method shall be deemed given upon receipt. Either party may, by giving the other party appropriate written notice, change the designated address, email address, or recipient for any notice hereunder. Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, email server, or overnight delivery service.

i. Communications are Not Private

We do not provide any facility for sending or receiving private or confidential electronic communications. Notice is hereby given that all messages entered into FortunaRush.com may be read by us, our moderators, and other agents, regardless of whether we are intended recipients of such messages.

j. Authorization and Permission to Send Emails to You

You authorize us to email you notices, advertisements, and other communications. You understand and agree that such communications may contain language which is not suitable for minors. This authorization will continue until you request us to remove you from our email list. You understand and agree that even unsolicited email correspondence from us, or our affiliates, is not spam as that term is defined under the law. You can always “unsubscribe” from our marketing emails by following the “unsubscribe” link contained in our emails. Your request to unsubscribe from marketing emails will be processed within 10 business days.

k. Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit through FortunaRush.com. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded button, check box, or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

l. English Language

We have written these Terms and Conditions and our associated website policies in the English language. You are representing your understanding and assent to the English language version of these Terms and Conditions as they are published. We are not liable to you or any third party for any costs or expenses incurred in translating these Terms and Conditions. In the event that you choose to translate these Terms and Conditions, you do so at your own risk, as only the English language version is binding.

m. Export Control

You understand and acknowledge that the software elements of FortunaRush.com may be subject to regulation by governmental agencies which prohibit the export or diversion of software and other goods to certain countries and third parties. Diversion of such elements contrary to U.S., Canadian, or international law is prohibited. You will not assist or participate in any such diversion or other violation of applicable laws and regulations. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations, and that you will abide by such laws and regulations. You agree that none of the elements are being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

n. No Agency Relationship

Nothing in these Terms and Conditions shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

o. Usages

In these Terms and Conditions, unless otherwise stated or the context otherwise requires, the following usages will apply:

- References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- In computing periods from a specified date to a later specified date, the words “from” and “commencing on” (and the like) mean “from and including,” and the words “to,” “until,” and “ending on” (and the like) mean “to but excluding.”
- References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- “A or B” means “A or B or both.” “A, B, or C” means “one or more of A, B, and C.” The same

construction applies to longer strings.

- “Including” means “including, but not limited to.”

p. No Waiver

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of these Terms and Conditions. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms and Conditions.

q. Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Conditions.

r. Other Jurisdictions/Foreign Law

We make no representation that FortunaRush.com is appropriate or available for use in all locations. You may not access or use FortunaRush.com from territories where its contents may be illegal or are otherwise prohibited. Those who choose to access and use FortunaRush.com from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws. Nothing contained in these Terms and Conditions shall be interpreted as an admission that we are subject to the laws of any nation besides the United States.

s. Service Not Available in Some Areas

You are subject to the laws of the state, province, city, country, or other legal entity in which you reside or from which you access and use FortunaRush.com. FORTUNARUSH.COM IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. If you open an account or use FortunaRush.com while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and these Terms and Conditions, and subject to having your account suspended or terminated without any notice to you. You hereby agree that we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Service offered on FortunaRush.com, nor shall any person affiliated, or claiming affiliation, with us have authority to make any such representations or warranties. We reserve the right to restrict access to and use of FortunaRush.com in any jurisdiction.

[nothing more follows]