

Terms of Service

The Terms of Service (“Terms”) is a legally binding agreement between you (“You”) and Binaries (hereinafter “We”) that governs the use of Double Luck

Casino games and applications offered by Binaries.

By using or accessing any Binaries website (“Site”), games, applications, content, activities and services (collectively, “the Services”), you agree that you have read, understood, accept and agree to be bound by these Terms. If by any reason(s) you do not agree with our Terms, do not use our service(s).

1. License to Use the Services:

- a. We, Binaries, grant you non-exclusive, non-transferable, revocable limited license to access and use our Service(s) and related software solely for your own, non-commercial, entertainment purposes through a supported Web browser or mobile device.
- b. You agree not to use the Service for any other purpose other than allowed in these Terms.
- c. We reserve the right to change these Terms in any way and at any time without notice. It is your responsibility to review these Terms for any changes.
- d. We reserve the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.
- e. Any use of the Service in violation of these Terms will be considered as an infringement of the copyright to the Service. We reserve the right to terminate your account if you have violated any of the provisions in these Terms and the Privacy Policy.
- f. By using our Service(s) you agree that you are at least 13 years old. If you are between the age of 13 and 18, you agree that your legal guardian has reviewed and agreed to the Terms.
- g. If the Service or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any license to use the Service, and must refrain from using the Service.

2. Intellectual Property

- a. Binaries, and its licensors retain all rights in the content within the Services (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively the "Content"). The Content is protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may only use the Content in connection with your use of the Services for personal, non-commercial, entertainment purposes. The Content may not be used by you in any other manner, or for any purpose, without our express written permission and/or the consent of any third party we deem necessary, except as provided for herein. Any unauthorized use by you of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes.
- b. Further, by accessing or using the Services, you acknowledge and agree that any name, logo, trademark, brand, or service mark ("Trademarks") used with the Services is owned or licensed by us and may not be used by you without our prior written approval. Nothing contained in the Services should be construed as granting by implication, estoppel, or otherwise, any license or right to use any such Trademarks without our written consent and/or consent of such third party that owns the Trademarks.

- c. Binaries. and/or its licensors and affiliates own all right, title, and interest, including copyrights, trademarks and other intellectual property rights, in and to all the Services Content. You hereby acknowledge that you do not acquire any ownership rights by using the Services or by accessing any of the Services Content.
- d. Any communications or materials you transmit to Binaries. by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, are and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by Binaries or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.
- e. Furthermore, Binaries is free to use any ideas, concepts, know-how or techniques contained in any communication you send to Binaries for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information, without any compensation to you.

3. Virtual Currencies & Goods:

- a. The Services may include a virtual, in-game currency ('Virtual Currency') including, but not limited to Coins, Points or Level-Ups, that may be purchased from Binaries. for "real" money if you are a legal adult in your country of residence. The Services may also include virtual, in-game digital items ('Virtual Goods') that may be purchased from Binaries. for 'real world' money or for Virtual Currency. Regardless of the terminology used, Virtual Currency and Virtual Goods may never be redeemed for 'real world' money, goods or other items of monetary value from Binaries. or any other party.
- b. Other than a limited, personal, revocable, non-transferable, and non-sub-licensable license to use the Virtual Goods or Virtual Currency in the Services, you have no right or title in or to any such Virtual Goods or Virtual Currency appearing or originating in the Services or any other attributes associated with use of the Services or stored within the Services. We reserve the right to refuse your request to purchase and/or acquire Coins for any reason.
- c. Binaries. has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and Binaries. shall have no liability to you or anyone for the exercise of such rights.
- d. Transfers of Virtual Currencies and Virtual Goods are strictly prohibited except where explicitly authorized within the Services. Outside of the game, you may not buy or sell any Virtual Currency or Virtual Goods for 'real world' money or otherwise exchange items for value. Any attempt to do so is in violation of these Terms and may result in a lifetime ban from the Services and possible legal action.
- e. You agree that all sales of Virtual Goods and Currencies are final. No refunds will be given, except in our sole and absolute discretion. All Virtual Goods and Currencies are forfeited if your account is terminated or suspended for any reason, in Binaries sole and absolute discretion, or if Binaries. discontinues providing the Services or any particular game.

4. Reimbursement and Refund Policy:

- a. "Reimbursement" means a compensation for damage or loss in in-game currencies and goods, including but not limited to coins, Premium/VIP membership period and gift, daily free spins ("items").

- b. “Refund” means a return of real currencies (“money”) in restitution, repayment, or balancing of accounts.
- c. Any refund request must be received within 96 hours from the time of purchase in order for the request to be considered. In addition, purchased coins, spins, and/or other item(s) must not have been used.
- d. Other than charges to your Game Account, you agree to notify us about any billing problems or discrepancies within 30 days after they first appear on your account statement. If you do not bring them to our attention within 30days, you agree that you waive your right to dispute such problems or discrepancies.
 You shall be reimbursed if your request was made within 30 days after the occurrences of damage or loss, and the claim has been made from one of the following damages or losses:
 - i. Damage or loss in items from server instability, server crash, system malfunction, shutdown due to maintenance, or operational mistake.
 - ii. Damage or loss in items from bug, glitch, code or logic error, erroneous policy, or mistaken operation.
 - iii. Damage or loss in items from abnormalities correspondent with activity logs on Binaries.'s system
 - iv. You did not receive purchased items due to any errors on Binaries system.
- e. Binaries. has no responsibility for damages, losses, or issues, including but not limited to the following:
 - i. Damage or loss in items, resulting from unstable settings or circumstances including unstable local internet service, old-version of web browser/flash player, outdated PC, web browser error, virus, malware, hacking, duplicate logins to a single account by security breach or ID shares, duplicate logins to a single account in a single web browser, natural disaster, and black-out.
 - ii. ii. Damage or loss, including unpaid compensation (e.g. credit earning) from any possible issues caused by the links to Third Party sites.

5. User Contents:

- a. The Service may include various forums, blogs, and chat rooms where you and other users can post observations and comments (“User Content”). Binaries. cannot guarantee that other users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential do not post it on the Service.
- b. Binaries. is not responsible for any user’s use, misuse or misappropriation of any content or information posted in any forums, blogs, chat rooms including, without limitation, your use, misuse, or misappropriation, or any information a user may provide to any service provider or other users.
- c. By making available any User Content through the Site or Service, you hereby grant Binaries. a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content only on, through or by means of the Site and/or Service. Binaries. does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

- d. You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site or Service. Accordingly, you represent and warrant that:
 - (i) You either are the sole and exclusive owner of all User Content that you make available through the Site and/or Service or that you have all rights, licenses, consents and releases that are necessary to grant to Binaries. the rights in such User Content as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Binaries.'s use of the User Content (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- e. Binaries. may or may not regulate User Content and provide no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted on the Service. You acknowledge that chats, postings, or materials posted by users are neither endorsed nor controlled by Binaries., and these communications should not be considered reviewed or approved by Binaries.
- f. By using the Service, you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You are solely responsible for your activities in connection with User Content and you agree that Binaries. will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.
- g. Binaries. reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Service with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, Binaries. shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.
- h. Binaries. welcomes and encourages your feedback, comments and suggestions for improvements to the Site and Service ("Feedback"). You may submit Feedback by emailing us at Privacy@binaries.co.kr. You acknowledge and agree that all Feedback will be the sole and exclusive property of Binaries. and you hereby irrevocably assign to Binaries. all of your rights, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, trademark, moral rights and other proprietary or intellectual property rights therein.

6. Posting on Third Party Websites:

- a. You are granted a limited revocable license to post an image of your character and/or screen shot from your account within service.
- b. With Binaries.'s permission you can post service materials on other websites ONLY if the third party website:
 - i. Is not commercially competitive to Binaries.;
 - ii. Does not criticize or injure Binaries.;
 - iii. Does not obtain any rights to such content other than non-exclusive license to post it at your direction;
 - iv. Does not charge for access to such content or associated products and services.

- c. You must follow the two conditions listed below, without limitation, when posting on other websites:
 - i. You must display a prominent link to Binaries's website;
 - ii. You agree to include and not remove/alter our trademark, copyright or other rights notices.
 - iii. Our service(s) may include links to other websites. We are not responsible for the privacy policies of other websites linked to our service(s).

7. Rules of Conduct and Usage:

- a. You represent and warrant that you have full right and authority to use the Services and to be bound by these Terms. You agree that you will comply fully with all applicable laws, regulations, statutes, ordinances, and the Terms herein.
- b. You undertake that you shall not defraud, or attempt to defraud, Binaries. or other users, and that you shall not act in bad faith in your use of the Service. If Binaries. determines that you do act in bad faith in violation of these Terms, or if your actions fall outside of reasonable community standards, Binaries. may, at its sole discretion, terminate your account and prohibit you from using the Service permanently.
- c. You agree that your use of the Service shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:
 - i. Create an account with or access the Service if you are under the age of 13;
 - ii. Upload, post, transmit or otherwise disseminate material that is vulgar, indecent, obscene, pornographic, sexual or that is, in a reasonable person's view, otherwise offensive or objectionable;
 - iii. Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
 - iv. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or the computers of other users of the Service;
 - v. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim or spam) to anyone;
 - vi. Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
 - vii. Create false personas, multiple identities, multiple user accounts, set up an account on behalf of someone other than yourself, use bots or other automated software programs to defraud or which otherwise violate these Terms of Service and/or the terms of service of any third-party applications or social networks through which the Service is accessed;
 - viii. Attempt to obtain passwords or other private information from other members including personally identifiable information (whether in text, image or video form), identification documents, or financial information;

- ix. Upload or transmit (or attempt to upload or to transmit), without Binaries express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
- x. Improperly use support channels or complaint buttons to make false reports to Binaries.;
- xi. Develop, distribute, use, or publicly inform other members of "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;
- xii. Exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an unintended advantage;
- xiii. Deal with Coins in a manner that violates these Terms, including transferring Coins to other individuals, parties, or entities, selling or re-selling Virtual Currency or virtual goods or fraudulently obtaining or acquiring Virtual Currency or other products or services;
- xiv. Rent, lease, sell, trade, gift, bequeath or otherwise transfer your account to anyone without Binaries written permission;
- xv. Access or use an account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the account creator without Binaries written permission;
- xvi. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- xvii. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Service;
- xviii. Attempt to use the Service on or through any service that is not authorized by Binaries. Any such use is at your own risk and may subject you to additional or different terms. Binaries. takes no responsibility for your use of the Service through any service that is not authorized by it;
- xix. Post or communicate any person's real-world personal information using the Service;
- xx. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Service;
- xxi. Interfere with the ability of others to enjoy using the Service, including disrupt, overburden or aid the disruption or overburdening of the Service servers, or take actions that interfere with or materially increase the cost to provide the Service for the enjoyment of all its users.

8. Account Responsibility:

- a. a Binaries.'s Service is offered through various social networks and you must be a registered member of such social network to use our service(s). In creating your account with a social network, you agree to:
 - i. Provide true, accurate, current, and complete information about yourself
 - ii. ii. Maintain and promptly update the registration data to keep it true, accurate, current, and complete.
- b. You may not use multiple accounts to access our game. If we find your account is untrue, we can suspend or terminate your ability to participate in the service.
- c. Provider reserves the right to terminate accounts that are inactive for 180 consecutive days.
- d. You shall not share your account or login information, nor let anyone else access your account or do anything else that might jeopardize the security of your account.
- e. In the event you suspect any theft, breach of security, or loss, immediately notify us and modify your login information.

9. Member Disputes:

- a. You are solely responsible for your interactions with other users. Binaries. reserves the right, but has no obligation, to monitor disputes between you and other users.

10. Indemnification:

- a. You agree to indemnify, defend, and hold Binaries. free from and against any third party claims, alleged claims, demands, causes of action, judgements, damages, losses, liabilities, and all costs and expenses of defense, including, without limitation, reasonable attorneys' fees, arising out of or relating to: your breach of your representations, warranties, covenants or agreements hereunder; your violation of these terms or any law; your use of the Services and/or the material in violation of these terms; information or material posted or transmitted through your computer or membership account, even if not submitted by you, that infringes any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; any misrepresentation made by you; and/or Binaries.'s use of your information. You will cooperate as fully and as reasonably required in company's defense of any claim. Binaries. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and shall not in any event settle any such matter without the written consent of Binaries.

11. Limitation of Liability:

- a. The Services, the Services' materials, and the software are provided "as is" "with all faults" and "as available" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Binaries. disclaims all warranties, express or implied, including, but not limited to, warranties of title or implied warranties of merchantability, non-infringement or fitness for a particular purpose. Binaries. does not warrant that the availability of or the functions contained in the Services, the Services' materials, the community features or the software, will be uninterrupted or error-free, that defects will be corrected, or that the services, the server that makes it available, or the software are free of viruses or other harmful components, or that the Services, the Services' materials, software or server do not violate any patent or other intellectual property rights of any person. Binaries. does not warrant or make any representations

regarding the use or the results of the use of the Services, the Services' materials, the community features or the software, in terms of their correctness, accuracy, reliability, or otherwise you (and not Binaries.) assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

- b. The material provided on the Services is for entertainment and promotional purposes only. Information and opinions expressed in the community features are not necessarily those of Binaries. The company entities are not responsible or reliable for any loss, damage (including, but not limited to, actual, consequential or punitive), liability, claim or other injury or cause related to or resulting from any information posted on the Services.
- c. Under no circumstances, including, but not limited to, negligence, shall the company entities be liable for damages of any kind, whether based in tort, contract, strict liability or otherwise, including without limitation, indirect, special, incidental, exemplary, consequential or punitive damages arising or resulting in any way from or in connection with the use of, or the inability to use, the Services, the community features, the Services' materials, or the software, or any errors or omissions in its technical operation or the material, even if the company entities have been advised of the possibility of such damages. While Binaries. takes precautions against security breaches, no website or internet transmission is completely secure, and as such, the company entities shall not be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages that may result from unauthorized access, hacking, data loss, or other breaches that may occur. Applicable law may not allow the limitation or exclusion of liability or exemplary, incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the company entities' total liability to you for all damages, losses, and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed the amount paid by you, if any, for accessing the Services within the last 90 days from claim.

12. Waiver and Severability:

- a. The failure of Binaries. to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Binaries. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

13. Controlling Law & Dispute Resolution:

- a. By using or visiting the Service, you agree that the laws of the Republic of Korea, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and Binaries.
- b. Any claim or dispute between you and Binaries. that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in Seoul, South Korea and you here by consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Seoul.
- c. You and Binaries. agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

- d. Neither you, nor any other user of the Site and/or Service can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding.

14. Promotions and Offers:

- a. From time to time we may offer limited time promotions and offers. We are not required to give, and you are not required to accept any offer.
- b. Offers are not transferable, redeemable, or exchangeable for other things of value.
- c. If you accept any offer, you may have to sign a Declaration of Eligibility and Liability Release, or sign other paperwork in order to receive the offer.
- d. Some offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before you accept the offer.
- e. If you accept the offer you also assume all liability associated with the offer.

15. Third Party Advertisers:

- a. Sometimes Binaries. provides links in our games to services of other companies' websites or to companies who invite you to participate in a promotional offer and offer you some feature of the service or upgrade in exchange.
- b. Any charges or obligations you take on in dealing with these other companies are your responsibility.
- c. We make no representation or promises about any content, goods, or services these other companies provide, even if linked to or from our service or games.
- d. We are not liable for any claim relating to any content, goods and/or services of third parties.

16. Additional Terms:

- a. If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. No waiver of any of these Terms of Service will be of any force or effect unless made in writing and signed by a duly authorized officer of Binaries. The section titles in these Terms of Service are for your convenience only and do not have any legal or contractual effect.
- b. We do not claim that our service is appropriate or available in all countries. Anyone accessing the service from other locations do so on their own initiative and are solely responsible for compliance with local laws.
- c. We are not liable for any changes or problems that are out of our control (e.g. natural disasters, war, terrorism, riots, embargoes, acts of civil/military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials).
- d. If you believe that your content on our service is infringed by a third party, PLEASE provide notice of your claim to: Privacy@binaries.co.kr
 - i. For legal inquiries, please email us at Privacy@binaries.co.kr and we will get back to you no later than 30 days from your date of inquiry.
 - ii. For any other issue regarding our services, please leave us a message on Privacy@binaries.co.kr, we will get back to you no later than 72 hours from your time of inquiry.
- e. Etc.
 - i. The games are intended for an adult audience.

- ii. The games do not offer "real money gambling" or an opportunity to win real money or prizes.
- iii. Practice or success at social casino gaming does not imply future success at "real money gambling."