



# ITNet® Operating Rules

The following Rules shall govern the use of the ITNet system operated by Incredible Technologies, Inc., ("IT") for the benefit of owners of its products which can make use of it ("Operators.") Usage of the ITNet system constitutes agreement with, and agreement to comply with, these Rules. These Rules may be changed by IT at any time. Any change shall govern all usage of ITNet subsequent to such change being published on IT's web site or written notice of such change being provided to any given Operator, whichever comes first.

**Forms:** All Operators of TGAMES, as that term is used in the Operator Agreement (click here to review the Operator Agreement) must complete the following forms and keep them up-to-date with IT.

- ◆ The **ITNet Debit Account Form** requests basic bank account information, since a portion of the income generated by ITNet features is paid to Incredible Technologies, to be used for online features and administration. You can use your existing business account, or set up a separate account just for this purpose. Only one Debit form is required.
- ◆ The **ITNet Operator Agreement** outlines the basic commitments by both parties required to support the ITNet system.
- ◆ The **Game Registration Form** asks for the location that your machine is in. A separate Game Registration Form is required for each of your machines.
- ◆ An **IRS Form W-9** so that we may appropriately report all payments made to your company to the IRS as required by Federal law.

**Timely Payment; Remedies:** Operators of TGAMES shall timely pay all monies due IT in the normal course of business. Operators of TGAMES agree that IT may sweep their bank accounts as set forth in relevant payment agreements between IT and Operators for monies due IT, including monies due for products and services purchased by an Operator and not paid for by separate check or wire transfer. Operators of TGAMES further agree that IT shall have the right to limit the online access of, or disable, any TGAME owned by an Operator for which any payments, including but not limited to ITNet Fees or Upgrade Payments, are not paid timely. IT shall promptly re-enable any TGAME so disabled upon the payment of all monies owed to IT by Operator. Operators of TGAMES further agree that they will pay reasonable collection costs and fees, including simple interest of One Percent (1%) per calendar month or fraction of a calendar month on all payments more than fifteen (15) days late.

**Operating Restrictions:** Operators must obey the following rules and restrictions related to the operation of TGAMES:

1. Operators are required to assist IT in the enforcement of the Terms and Conditions of Play of the ITNet, which are posted on TGAMES and on the IT website. The Terms and Conditions of Play are herein incorporated by reference: Operators or employees of Operators who breach the Terms and Conditions of Play commit thereby a material breach of the Rules of the ITNet. Operators or employees of Operators who advise other persons to breach or disregard the Terms and Conditions of Play, or knowingly permit other persons to do so without notifying IT, likewise commit thereby a material breach of the Rules of the ITNet.
2. Operators must report non-compliance or cheating on ITNET Rules, either by other Operators or by players of TGAMES, should this become known to an Operator. If an Operator becomes aware of unusual play patterns on its TGAMES, it shall notify IT in a reasonable and timely manner of these unusual play patterns.

3. Operators shall only operate TGAMES at locations where OPERATOR has used its best, good-faith efforts to determine that the operation of TGAMES and related game play features are in compliance with all local, state, and other governmental body laws and regulations.
4. Operators shall make reasonable efforts to disable any user-adjustable feature which they know or should have known as not lawful to operate in the location where a TGAME is being operated.
5. Operators shall make reasonable efforts to properly license, certify, register, or otherwise comply with tracking, licensing and taxation requirements in the location where a TGAME is being operated. Operators shall indemnify and hold IT harmless for incorrect or inadequate licensing, registration, or taxation procedures which result in a claim against IT.
6. Operators shall only operate TGAMES in a traditional coin-operated environment. TGAMES shall be operated in a commercially reasonable fashion at all times. Failure to operate TGAMES in a commercially reasonable fashion, or to locate them in a traditional coin-operated environment, as determined solely by IT, shall be cause for appropriate action, up to and including loss of the ability to connect any given TGAME or TGAMES to the ITNet, at IT's sole discretion.
7. Operators agree that these Rules are subject to change at IT's sole discretion. Any change posted on IT's website and/or otherwise reasonably communicated to Operators shall be effective with regard to any particular TGAME upon the beginning of the next billing cycle for that TGAME.
8. As IT and Operators have the right to terminate the Operator Agreement at will and at their sole discretion, IT reserves the right, at its sole discretion, to impose sanctions for breach of the Operator's Agreement and/or the Rules of the ITNet upon Operators or individual TGAMES which are less onerous than a full termination of the Operator Agreement. Operators who do not agree to abide by the terms of sanctions imposed by IT must provide IT with written notice of same, which shall constitute written notice of termination of the Operator Agreement.

**Game Maintenance:** All Operators of TGAMES shall maintain such games in a reasonable and prudent manner, shall not materially alter them from the state in which they were sold by IT, and shall install and maintain all IT-supplied components as directed by IT in service manuals, service bulletins, and any other notification or instruction means. All Operators of TGAMES agree to indemnify and hold IT harmless for any claim by any Operator, employee or agent of an Operator, or any third party in which the Operator's installation or maintenance, or lack thereof, of a TGAME was a contributory factor in causing such claim. Operators shall also provide prompt and courteous technical support and service to locations where TGAMES have been placed in service.

**ITNet Image/Text Placement:** All Operators agree that IT has the right, at its sole discretion, to include images and/or text with TGAMES, or to push them to TGAMES through the ITNet or other suitable transmission or transfer means, which display during the play of TGAMES and/or when TGAMES are not in use. These images and/or text may include, but are not limited to, advertisements for IT's products and services, advertisements for the products and services of third parties, or images and/or text of an entertaining, educational, or whimsical nature.

**Governing Law and Jurisdiction:** The validity and construction of these Rules, and the Operator Agreement which governs and empowers them, and of the rights and obligations herein shall be determined and governed by the laws of the State of Illinois. The parties hereby submit to the Jurisdiction of any state or federal court in Cook County Illinois. Operators operating outside the borders of the United States of America, regardless of their citizenship or residency, explicitly agree to allow any assets they may have in the USA or any other foreign country to be attached, garnished, forfeited or otherwise reached by any legal act if, after due process of law, they are found to be liable to IT for damages by reason of breach of these Rules.

**Severability:** If any provision of these Rules shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the remaining provisions shall remain in full force and effect.