

Ace High Poker Club

Membership Agreement

This Membership Agreement (“**Agreement**”) sets forth the terms and conditions under which Ace High Poker Club LLC (the “**Club**” or “**Our**”) grants the privileges and rights of private social club membership to the undersigned Member (“**Member**” or “**You**”).

1. **Membership Eligibility:** Members must be at least 18 years of age or older. The Club, in its sole and absolute discretion, reserves the right to accept or reject applicants for membership and to terminate the membership of any Member at any time and for any reason or no reason at all. Member shall at all times abide by the Club Rules, which are attached hereto as Exhibit I. The Club reserves the right to amend the Club Rules at any time and in its’ sole discretion.
2. **Membership Rights and Privileges:** Membership grants access to the Club facilities located at 35 West High Street, Oxford, Ohio 45056, and the right to partake in activities and amenities such as club voting, game play, video games and social events. Membership does not convey any financial interest in the Club. Membership in The Club is a fee-based membership, not an equity membership. The Club is a privately owned business and reserves the right to revoke club membership or refuse service for any reason without prior notice.
3. **Membership Fee:** The membership fee for daily membership play shall be \$5 and is valid until 6am the morning following the day of purchase. The membership fee for hourly play shall be \$8 per hour or \$25 for 4 hours, which grants the Member the right to use the Club amenities outlined in the Club Rules. The membership fees may vary from time to time, and any changes to the membership fees are made in the Club’s sole discretion. The Club is not obligated to provide refunds for membership, rental fees, or any related charges. Once the Membership fees are paid, they are non-refundable, regardless of the reason for cancellation or termination of membership.
4. **Membership Information:** The Club does not collect and retain Personal Information as that term is defined in Ohio Revised Code §1349.19. Upon creation of the Member account, the Member’s identification card is scanned, and an image of the identification card is collected and retained by Poker Atlas. The Club does not retain the scanned image of the identification card. For information regarding the collection of your Personal Information please review the Poker Atlas privacy policy at <https://pokeratlas.com/info/privacy>.
5. **Term and Termination:** This Agreement is valid on the date executed by the Member (the “Effective Date”) and continues in effect for a period of twelve (12) months following the Effective Date (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each a “Renewal

Term”). The Club may terminate this Agreement immediately, with or without cause, upon written notice to the Member.

6. **Representations:** The undersigned Member hereby represents and warrants the following:
 - a. Member’s application for Membership is made in good faith;
 - b. Member has read, and agrees to abide by, the Club Rules;
 - c. There is no disparity of bargaining power between the Member and the Club;
 - d. The covenants Member makes herein are conscionable, binding and enforceable;
 - e. Member shall not disclose information obtained at the Club regarding other Members including their identities, likenesses, addresses, or any other identifying information;
 - f. Member acknowledges that he/she has been provided with the opportunity to discuss and review the terms of this Agreement, including the Club Rules, with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein; and
 - g. Member acknowledges that they have been provided a reasonable period of time within which to review the terms of this Agreement.
7. **Release and Indemnity:** Member voluntarily accepts full responsibility for the risk of injury or loss (economic or physical) from participation in the Club activities. Member hereby agrees to release, waive, discharge, defend, indemnify, and hold the Club, and its members, managers, successors, assigns, employees, representatives, agents, attorneys and affiliates (collectively, the “**Released Parties**”) harmless from all liabilities, losses, damages, costs, and expenses (including attorneys’ fees) on account of any claims, obligations, demands, actions and causes of action the Member or any third party may hold against the Released Parties, of whatever kind or nature, whether now accrued or to accrue in the future, whether now known or not known, which in any way directly or indirectly arise out of the Member’s membership in the Club, the Member’s use of the Club facilities, the Member’s attendance at any Club event, any breach of this Agreement by the Member or the Club, any violation of any law by the Member or the Club, or the Club’s own negligence. The Club is not responsible for damaged, lost or stolen property.
8. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CLUB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN. SHOULD THE CLUB BE ADJUDGED TO BE LIABLE BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION TO YOU FOR ANY REASON WHATSOEVER, YOU AGREE AND UNDERSTAND THAT YOU MAY NOT RECOVER DAMAGES IN EXCESS OF THE

AMOUNT OF MEMBERSHIP FEES THAT YOU ACTUALLY PAID TO THE CLUB DURING THE MONTH IN WHICH THE EVENT OCCURRED THAT GAVE RISE TO OUR LIABILITY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE CLUB MEMBERSHIP TO YOU.

9. **Jurisdiction and Venue:** Member and the Club agree that this Agreement is governed in accordance with the laws of the State of Ohio, without regard to the conflict of law rules thereof. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state and federal courts located in the State of Ohio, Butler County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
10. **Severability:** If any provision of this Agreement is determined, by a court or other tribunal, to be wholly or partially unenforceable in any jurisdiction, then such provision or portion thereof shall be stricken from the remainder of this Agreement, which shall remain in full force and effect.
11. **Entire Agreement:** This Agreement, and all exhibits attached hereto, shall constitute the entire and complete agreement and understanding between the parties. This Agreement shall supersede any prior or contemporaneous written or oral agreements between the parties.
12. **Amendment:** This Agreement may only be amended or modified by a writing signed and authorized by all parties to this Agreement.
13. **Non-waiver:** No failure or neglect of either Party to exercise its rights, powers, or privileges under this Agreement shall constitute a waiver of the same. All waivers must be contained within a written instrument and signed by the Party to be charged. Any waiver made by the Company must be signed by an officer, or duly authorized person, of the Company.
14. **Miscellaneous:** This Membership Agreement is non-assignable by the Member; the Club may assign this Agreement freely. Club trademarks, logos, and materials are Club property; unauthorized use is prohibited. The Club is not liable for delays or failures due to uncontrollable events.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties intend to be legally bound by executing this Agreement as of the date written below.

ACE HIGH POKER CLUB LLC:

MEMBER:

By: 

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Exhibit I

Ace High Poker Club Rules

All members (the “**Members**”) of Ace High Poker Club LLC (the “**Club**”), must at all times abide by the following Ace High Poker Club Rules (the “**Rules**”):

1. **Membership.** To become a Member of the Club, individuals are required to sign a membership agreement and pay the membership fee. Membership fees must be current at all times for Members to use the Club facilities. Membership fees are due upon entry to the Club and must be paid as required by the Club to participate in Club activities and games. By paying for membership and executing the Agreement, individuals are agreeing to the terms set forth in these Rules regardless of whether these Rules have changed since last payment.

Active Members of the Club will have access to the following Club Amenities:

- a. Multiple televisions showing entertainment
- b. Arcade machines
- c. Lounging areas
- d. Restrooms
- e. The right to purchase snacks, sodas, and bottled water.

Active members may participate in club activities and events, such as cash poker and tournaments. The Club hours begin at 6:00 PM on weekdays and close when the last table breaks. On weekends, Club hours begin at 3:00 PM and close when the last table breaks.

2. **Gameplay Rules.**

- a. Games follow official TDA rules with Club management holding final authority over disputes and interpretations.
- b. Cash Games: The membership fee for cash games includes: (i) the \$5 entry fee granting Club access; and (ii) the purchase of time to participate in the game (collectively, the “Cash Game Membership Fee”). The Club does not take a rake on cash games. The cash game offerings by the Club include:
 - i. 1/1: \$50-\$200
 - ii. 1/2: \$150-\$300
 - iii. 2/5: \$300-\$1,000

- c. Tournaments: The Club offers tournament games with pot values defined by the Club. Each Member must register with the Club to participate in a tournament game (“Registration”). Registration is open during a multi-hour window as determined by the Club.

The membership fee to participate in tournament games includes: (i) the \$5 entry fee granting Club access; (ii) the purchase of time to participate in the game; and (iii) an additional membership fee as determined by the Club, in its’ sole discretion (collectively, the “Tournament Membership Fee”). Payment of the Tournament Membership Fee grants the Member the right to purchase a pre-determined (in the Club’s sole discretion) allotment of chips (the “Buy-In”). The Member can purchase additional chips as follows:

- i. Re-Buy: If the Member runs out of chips during the tournament, he or she can pay an additional membership fee which grants the Member the right to a pre-determined (in the Club’s sole discretion) allotment of chips to continue playing or to re-enter the tournament (the “Re-Buy Membership Fee”);
- ii. Add-On: At Registration, the Member can choose to pay an optional membership fee which grants the Member the right to an additional pre-determined (in the Club’s sole discretion) allotment of chips (the “Add-On Membership Fee”); and
- iii. Dealer Appreciation: During a tournament, the Member can choose to pay an optional membership fee to show appreciation for the tournament dealer(s) (the “Dealer Appreciation Membership Fee”). Payment of the Dealer Appreciation Membership Fee grants the member the right to an additional pre-determined (in the Club’s sole discretion) allotment of chips.

The Tournament Membership Fee, Re-Buy Membership Fee, Add-On Membership Fee, and Dealer Appreciation Membership Fee are all in addition to the cost of the Buy-In for each tournament. The Club does not take a rake on tournament games.

- d. The Club may offer live-stream events through the Club’s Red Room. To participate in a livestream event the Member shall sign a waiver and pay all applicable membership fees. Depending on the structure of the gameplay, membership fees for live-stream events shall be either the Cash Game Membership Fee or Tournament Membership Fee.

- 3. Club Etiquette.** Both Members and Club staff are expected to maintain a professional and respectful demeanor while at the Club. In the event the acting floor manager decides a Member's behavior is inappropriate, the manager may ask the Member to discontinue the behavior and/or ask them to leave. Failure to comply with that request may result in losing membership privileges and/or being banned from the Club facility. Below are some common behaviors that will not be tolerated:
- a. Threats, arguments, insults (direct or indirect), or any other abusive and/or offensive behaviors;
 - b. Excessive Intoxication;
 - c. Slow Rolling: Intentionally stalling to show the winning hand to upset another player;
 - d. Angle Shooting: Intentionally using a rule in a way to gain an unfair advantage over another player;
 - e. Active recruitment without permission;
 - f. Collusion; and
 - g. Marking or tampering with any device, including and especially the playing cards.
- 4. Food and Alcohol.** The Club offers a variety of soft drinks, snacks, and candy for sale. The Club allows both vaping and alcohol to be permitted inside the Club as long as the Member is the requisite age. The Club is permitted to refuse entry to intoxicated players.