

ALTO LUSSO – BETA TERMS OF SERVICE

Last Updated: January 1, 2026

These **Beta Terms of Service** (“Terms”) are entered into between you and **Alto Lusso, LLC**, a **Delaware limited liability company** (“Alto Lusso,” “we,” “us,” or “our”). These Terms govern your access to and use of Alto Lusso’s virtual reality casino platform, including its software application, website, virtual environments, games, social features, and related services (collectively, the “Service”).

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

1. Nature of the Service (Beta Virtual Reality Casino)

Alto Lusso provides a beta, pre-release virtual reality casino experience designed to simulate the look, feel, and atmosphere of a traditional casino in a fully immersive digital environment. Users may explore virtual casino spaces, play simulated casino-style games using virtual credits, and interact socially with other users.

The Service is provided solely for testing and evaluation purposes and may contain errors, bugs, or incomplete features. Alto Lusso may modify, suspend, reset, or discontinue the Service or any portion thereof at any time, including deletion of user accounts, progress, or virtual credits, without notice.

2. Eligibility and Jurisdiction

You must be legally eligible to use the Service based on your age and location. Access to the Service may be restricted or unavailable in certain jurisdictions.

The Service is not offered to residents of jurisdictions where simulated casino-style gaming experiences are prohibited or restricted by applicable law. Alto Lusso reserves the right to restrict, deny, or terminate access to the Service based on a user’s location or legal eligibility at any time.

Accessing the Service from a prohibited jurisdiction is a violation of these Terms. You are solely responsible for determining whether your use of the Service is lawful in your jurisdiction.

3. No Real-Money Gambling (Beta Testing Only)

The Service is provided solely as a beta, pre-release testing environment and does not involve real-money gambling.

During beta testing:

- All gameplay uses virtual credits or points only.
- Virtual credits have no monetary value.
- Virtual credits may not be redeemed, transferred, exchanged, or converted into money, prizes, or anything of value;
- No real-money wagers, entry fees, consideration, payouts, winnings, or prizes of any kind occur.

Because the Service operates exclusively as a beta testing environment using non-redeemable virtual credits, nothing in the Service constitutes gambling or wagering under applicable law.

4. Accounts

Certain features may require you to create an account. You are responsible for maintaining the confidentiality of your login credentials and for all activity conducted through your account.

Alto Lusso may suspend or terminate accounts at any time, with or without notice, including during beta testing.

5. Age Verification (Third-Party Provider)

Age verification is conducted by **AgeChecker** (<https://www.agechecker.net>), an independent third-party service provider.

- Users are redirected to AgeChecker to complete age verification.
- Alto Lusso does **not** collect, receive, or store government-issued identification, photographs, or dates of birth.
- Alto Lusso receives only a verification result confirming eligibility.

Your interaction with AgeChecker is governed by AgeChecker's policies:

- <https://www.agechecker.net/privacy>
- <https://www.agechecker.net/terms>

6. Tax Verification (Third-Party Provider)

Tax-related verification services are provided by **TaxBandits** (<https://www.taxbandits.com>).

- Tax information (including W-9 data) is submitted directly to TaxBandits.
- Alto Lusso does not store tax forms or IRS data.
- Alto Lusso may have view-only access to limited verification information for administrative purposes.
- No tax reporting or IRS submissions occur during beta testing.

Your interaction with TaxBandits is governed by:

- <https://www.taxbandits.com/privacy-policy>
- <https://www.taxbandits.com/terms>

7. Social Features and User Conduct

The Service may include social features such as avatars, chat, voice communication, or shared virtual environments. You agree not to engage in unlawful, abusive, harassing, or disruptive behavior, or to misuse the Service in any manner.

Alto Lusso may moderate or restrict content or user access at its sole discretion.

8. Feedback

Any feedback, suggestions, or ideas you provide may be used by Alto Lusso without restriction or compensation. You grant Alto Lusso a perpetual, irrevocable, royalty-free license to use such feedback.

9. Intellectual Property

All right, title, and interest in and to the Service, including without limitation all software, source code, object code, algorithms, game mechanics, gameplay logic, virtual environments, audiovisual elements, designs, graphics, text, characters, avatars, user interfaces, trademarks, service marks, trade names, logos, and all related intellectual property and proprietary rights (collectively, the “Alto Lusso IP”), are owned by Alto Lusso, LLC or its licensors and are protected by intellectual property and other applicable laws.

Subject to your compliance with these Terms, Alto Lusso grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service solely for your personal, non-commercial participation in the beta testing of the Service.

Except for the limited license expressly granted above, no rights or licenses are granted, whether by implication, estoppel, or otherwise. You may not copy, modify, reproduce, distribute, publicly display, publicly perform, reverse engineer, decompile, disassemble, or create derivative works based on any portion of the Service or Alto Lusso IP, except to the extent expressly permitted by applicable law.

Any unauthorized use of the Service or Alto Lusso IP is strictly prohibited and may result in termination of access and legal action.

10. Health, Safety, and Responsible Play Disclaimer

The Service may involve immersive digital environments, rapid visual effects, and simulated casino-style gameplay that may cause discomfort, dizziness, nausea, eye strain, headaches, seizures, motion sensitivity, or disorientation in some individuals, whether accessed through a computer, virtual reality device, or other display technology.

You acknowledge and agree that you are solely responsible for determining whether the Service is appropriate for you and for monitoring your physical and mental condition while using the Service. You agree to immediately discontinue use of the Service if you experience any adverse physical or psychological symptoms.

The Service may include gameplay elements designed to simulate casino-style experiences. While the Service does not involve real-money gambling, such gameplay may be engaging or habit-forming for some users. You acknowledge that prolonged or excessive use may contribute to compulsive or addictive behaviors, and you agree to use the Service responsibly and in moderation.

Alto Lusso does not provide medical, psychological, or addiction-related advice and makes no representations regarding the suitability of the Service for any individual. Use of the Service is at your own risk.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED **“AS IS” AND “AS AVAILABLE.”**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTO LUSSO, LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, OR ERROR-FREE OPERATION.

WITHOUT LIMITING THE FOREGOING, ALTO LUSSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT:

- (a) THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE FROM BUGS OR ERRORS;
- (b) GAMEPLAY RESULTS, OUTCOMES, OR SIMULATIONS WILL BE ACCURATE, FAIR, OR CONSISTENT;
- (c) THE SERVICE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR
- (d) ANY DEFECTS WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT THE SERVICE INVOLVES SIMULATED CASINO-STYLE GAMEPLAY, AND THAT ANY GAME MECHANICS, ODDS, OUTCOMES, OR RESULTS ARE PART OF A DIGITAL SIMULATION AND ARE NOT GUARANTEED TO REFLECT REAL-WORLD GAMBLING OR PROBABILITIES.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL **ALTO LUSSO, LLC**, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF USE, EMOTIONAL DISTRESS, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, ALTO LUSO SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM OR RELATING TO:

- (a) ALLEGED CHEATING, UNFAIR GAMEPLAY, OR MANIPULATION OF GAME MECHANICS;
- (b) ERRORS, BUGS, OR DEFECTS IN SOFTWARE OR GAME DESIGN;
- (c) USER INTERACTIONS OR SOCIAL FEATURES;
- (d) ADDICTIVE, COMPULSIVE, OR HABIT-FORMING USE OF THE SERVICE; OR
- (e) ANY MISUNDERSTANDING REGARDING THE NATURE OF SIMULATED GAMEPLAY.

IN ALL CASES, ALTO LUSO'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (US \$100).

13. Indemnification

You agree to defend, indemnify, and hold harmless Alto Lusso, LLC, its members, managers, officers, employees, contractors, agents, and licensors (collectively, the "Alto Lusso Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court or arbitration costs) arising out of or relating to:

- (a) your access to or use of the Service, including participation in simulated casino-style gameplay;
- (b) any allegation that the Service, game mechanics, outcomes, or simulations were unfair, misleading, addictive, manipulated, or improperly designed as applied to you;
- (c) your violation of these Terms or applicable law;
- (d) your interactions with other users or third parties;
- (e) any content, communications, or conduct attributable to you; or
- (f) any dispute regarding eligibility, jurisdiction, or legality of your use of the Service.

Alto Lusso reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate fully with such defense. This indemnification obligation shall survive termination of these Terms and your use of the Service.

14. Dispute Resolution, Mandatory Mediation, Arbitration, and Governing Law

Mandatory Informal Resolution and Mediation. Before initiating any arbitration or legal proceeding, you agree to first attempt to resolve any dispute, claim, or controversy

arising out of or relating to these Terms or the Service through good-faith informal discussions.

If the dispute is not resolved within thirty (30) days, the parties agree to participate in non-binding mediation administered by a mutually agreed-upon mediator, conducted remotely or in Delaware, unless otherwise agreed. Each party shall bear its own costs of mediation, and mediation shall be a condition precedent to arbitration.

Binding Arbitration. If the dispute is not resolved through mediation, it shall be resolved by binding arbitration, administered by a recognized arbitration provider (such as AAA or JAMS) in accordance with its applicable rules, as modified by these Terms. Arbitration shall be conducted on an **individual basis only**, and not as a class, collective, representative, or private attorney general action.

The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms, including this arbitration provision.

Class Action Waiver. YOU AND ALTO LUSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

Governing Law and Venue. These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-laws principles.

Injunctive Relief. Notwithstanding the foregoing, Alto Lusso may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property, confidential information, or proprietary rights.

Costs and Fees. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party to the extent permitted by applicable law.

Survival. This dispute resolution provision shall survive termination of these Terms and your use of the Service.

15. Amendments

Alto Lusso may amend these Terms at any time. Updated Terms will be posted with a revised "Last Updated" date. Continued use of the Service constitutes acceptance.

16. Miscellaneous

These Terms constitute the entire agreement between you and Alto Lusso regarding the Service. If any provision is held unenforceable, the remaining provisions shall remain in effect.

17. Contact Information

If you have questions, concerns, or requests regarding this Privacy Policy, the Service, or our data practices, you may contact Alto Lusso using the information below:

Alto Lusso, LLC

A Delaware Limited Liability Company

General Inquiries: altolussocasino@gmail.com

Privacy Requests: altolussocasino@gmail.com

Legal Notices: altolussocasino@gmail.com

We will review and respond to inquiries in accordance with applicable law. For privacy-related requests, we may require verification of your identity before processing your request.

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