

Internal and Retailer Use Only

Kentucky Lottery Retailer Registration for Cashing Agent Online Account

SITE USE AGREEMENT AND PRIVACY STATEMENT

By signing below or logging onto and using the retailer website of the Kentucky Lottery Corporation ("KLC"), you are confirming your understanding and acceptance of all the terms and conditions of this Site Use Agreement and Privacy Statement ("Agreement").

I. Conditions of Use

The retailer account information provided on the KLC retailer website is made available for the use of KLC retailers. By signing below or logging onto and using this site, you confirm your agreement to all of the conditions of use set out herein without any limitation or qualification. These terms and conditions may be revised at any time at the sole discretion of the KLC, with or without notice.

II. Use of Password

The retailer account information provided on the KLC retailer website is accessible only through the use of a Password. You have a unique Password. You are responsible for maintaining the confidentiality of and use of your Password, which should be used only by authorized persons. Your use of your Password identifies you as an authorized user to the KLC. You are responsible for notifying the KLC if you have reason to believe that the security or confidentiality of your Password has been or may be compromised.

III. No Liability in Connection With Use of Site

While the KLC uses reasonable efforts to include accurate and up-to-date information on the KLC retailer website, errors or omissions may occur. The KLC makes no warranties or representations as to the accuracy of the information provided on this website. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE BY ACT OR OMISSION, SHALL THE KLC OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS WEBSITE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE INFORMATION PROVIDED ON THIS WEBSITE, EVEN IF THE KLC OR A KLC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The KLC cannot and does not warrant or guarantee continuous, uninterrupted, or secure access to this website. The KLC assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this website or your downloading of any information from this website. If you believe that any information on this site is incorrect, inaccurate or in error in any way, please contact KLC Customer Service at 1-800-937-8946.

IV. Disclaimer

THE INFORMATION PROVIDED ON THE KLC RETAILER WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The KLC does not warrant that the functions necessary to access the information provided on this website will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components. The KLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION PROVIDED ON THIS WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. You are solely responsible for all costs of any servicing, repair, or correction resulting from your use of the website.

V. Privacy Statement

The KLC is committed to maintaining the privacy of information that is gathered from the use of the KLC retailer website. The following statement discloses the KLC's privacy policy and its information gathering and dissemination practices associated with the use of this site.

A. The type of information collected from website users.

1. KLC web servers log user hits, visits, sessions and server provider information. The statistics are compiled into website traffic reports, which help the KLC understand, anticipate and respond to user behavior, and contribute to a better overall experience for website users.

2. This website may use a "cookie" which is a small text file that a webserver places on a user's computer that the server can have read back to it at a later time. When accessing a cookie, a webserver

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reads information that it originally wrote into the cookie, but it is unable to determine any data about the user or their PC. You can set your browser to warn you when the placement of a cookie is requested, and decide whether or not to accept it. By rejecting a cookie, some features or services available on this site may not function properly. The cookie does not contain personal information.

B. Information Which May Be Disclosed

The KLC will not share information collected from the KLC retailer website with any private party, except as required by the Kentucky Open Records Law, found at KRS 61.870-KRS 61.884, or as required by subpoena or order of a court of competent jurisdiction.

If you have questions about the KLC's privacy policy and information practices, you should contact: Kentucky Lottery Legal Department, 1011 West Main Street, Louisville, KY 40202.

VI. Transmission of Data

The KLC maintains physical, electronic, and procedural safeguards to protect the retailer account information provided on the KLC retailer website. By accessing this password-protected area of this site, you consent to the transmission of your account data through the internet and acknowledge that the transmission of such data in this manner may, despite the security measures taken by the KLC, result in the disclosure of this information to third parties.

VII. Remedies for Violations of this Agreement or Misuse of Site

The KLC reserves the right to seek all remedies available at law and in equity for any violation of this Agreement or for any misuse of the KLC retailer website or the information provided on this site, including, but not limited to, the right to block access to this site.

The undersigned agrees that all individuals listed on Kentucky Lottery Online Registration Attachment 1 are authorized to access the KLC website for company purposes until retailer notifies the KLC in writing, at **Kentucky Lottery, Attn: Licensing, 1011 West Main Street, Louisville, KY 40202**, or by email at Licensing@kylottery.com, at least **2 business days** prior to the termination of rights, of named users. *Please include the location retailer number.*

The undersigned agrees, understands, and acknowledges the terms of this agreement and is **Authorized** (is an owner, partner, officer, director, shareholder, member or managing member) to execute this agreement (if you are unsure who is authorized to sign please call 1-800-937-8946 or Email: Licensing@kylottery.com). The parties hereby agree that signatures transmitted and received via facsimile or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both parties. Mail completed forms to address above.

In witness whereof, the undersigned has affixed his or her signature on the date set forth below.

Legal Name _____ DBA _____

Signature _____ Date _____

Name _____ Title _____
(Print) (Print)

Retailer Number(s) _____

OR

Chain Number(s) _____

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Attachment 1A

Kentucky Lottery Online Registration to Cashing Agent Form

****Please print all requested information for each user****

User 1

Last Name: _____ First Name: _____

Title: _____
(Owner, President, Vice Pres., Member LLC, Store Mgr., Bookkeeper, Author. Rep., Clerk)

Phone Number : (____) _____

Email Address: _____

*The following information will be used to verify your identity to receive a password or in case you forget your password.

Security Question:
What is your mother's maiden name? _____

User 2

Last Name: _____ First Name: _____

Title: _____
(Owner, President, Vice Pres., Member LLC, Store Mgr., Bookkeeper, Author. Rep., Clerk)

Phone Number : (____) _____

Email Address: _____

*Security Question:
What is your mother's maiden name? _____

User 3

Last Name _____ First Name: _____

Title: _____
(Owner, President, Vice Pres., Member LLC, Store Mgr., Bookkeeper, Author. Rep., Clerk)

Phone Number : (____) _____

Email Address: _____

*Security Question:
What is your mother's maiden name? _____

****Access is set up by email address, so if you have multiple users**
on one email address, only one access will be set up.**