

Customer Agreement

This AtGames Affordable Financing (AAF) Plan Agreement is entered into by and between **AtGames Interactive Ltd.** ("Company") and the **Buyer** ("Customer"). By purchasing a product through the AtGames Affordable Financing program, the Customer agrees to the terms and conditions outlined below.

1. Overview of the Agreement

This agreement governs the installment payment plan for purchasing an AtGames virtual pinball machine. The Customer agrees to:

- (a) The customer is a US Resident.
- (b) Make an initial payment at the time of purchase that is \$500 plus \$100 shipping and handling.
- (c) The first monthly payment will be due 30 days from delivery of the machine.
- (d) Pay the remaining balance in equal monthly installments over a 12-month period.
- (e) Authorize AtGames to manage payments through its on-device payment Management System, which will enforce payment terms, including machine access restrictions for non-payment.
- (f) This is a Lease-to-Own agreement. AtGames owns the machine until it is paid for in full.
- (g) Customer will save all packing material throughout the duration of this agreement until paid in full.

2. Payment Structure

(a) Initial Payment:

- (i) The \$500 initial payment and the \$100 shipping & handling charge are required at checkout to start this agreement.
- (ii) The \$500 initial payment is non-refundable and is deducted from the total purchase price.
- (iii) The \$100 shipping & handling charge is non-refundable.

(b) Monthly Installments:

- (i) The remaining balance will be divided into 12 equal monthly payments.
- (ii) Payments will recur automatically through the Customer's chosen payment method, managed via the third-party Stripe payment gateway and services.
- (iii) Monthly payments made are non-refundable.
- (iv) AtGames ensures equal monthly payments by rounding them down to the nearest cent. Any minor difference will be absorbed by AtGames, guaranteeing the customer never pays more than the total balance.

- (c) Payment Example:** For a product priced at \$1,649.98 (+\$100 Shipping & Handling): Initial Payment: \$500.00. Monthly Payment: \$95.83 monthly, 12 months (total \$1,149).

- (d) **Early Payoff Discount:** Customers can pay the outstanding balance in full at any time and receive a 3% discount on the remaining amount.

3. Payment Management

- (a) **On-Device Payment System:**
 - (i) During the initial setup of the machine, the Customer must configure a payment method using the on-device payment application.
 - (ii) The Payment Management System will validate the machine's UUID and link it to the payment plan.
 - (iii) The Customer will receive an on-device and/or email confirmation upon successful initial setup.
- (b) **Monthly Payment Notifications:** Email and on-device notifications will be sent to confirm each monthly payment.
- (c) **Payment Updates:** Customer may update their credit card information at any time using the Payment Management application on the machine.

4. Machine Lockout Policy

- (a) **Non-Payment Consequences:**
 - (i) If a payment is missed, the customer will have ten calendar days to remedy it. After ten calendar days the machine will be locked, and the Customer will lose access to all functionalities except the on-device Payment Management application. After 10 calendar days of non-payment, customers will be charged an additional \$30 late fee.
 - (ii) The Customer will receive on-device and email notifications about the overdue payment and steps to resolve the issue.
- (b) **Locked Mode:** In locked mode, the machine will only allow the Customer to access the Payment Management application to Add a new or use an existing Credit Card.
- (c) **Default Policy:**
 - (i) If payment is not made within 20 calendar days, customers will be required to return the machine to AtGames at the expense of AtGames.
 - (ii) If the customer makes any hardware modifications to the machine, it must be restored to its original factory condition before being returned to AtGames.
- (d) **Reactivation:** Once the overdue amount and any late fees are paid, the machine will be unlocked, and full functionality will be restored.

5. Final Payment and Ownership

- (a) Upon successful completion of all payments, the Customer will receive a notification on the machine confirming full ownership.
- (b) The machine will transition to unrestricted functionality with no further payment obligations.

6. Customer Responsibilities

- (a) The Customer is responsible for ensuring their payment method remains valid and up to date.
- (b) The Customer must make timely payments to avoid penalties, lockouts, and potential default actions.

7. General Terms

- (a) **Interest-Free Financing:** The installment plan is interest-free, provided all payments are made on time.
- (b) **Cancellations and Refunds:** All payments are non-refundable.
- (c) **Additional Fees:** Taxes and service fees may apply and are the Customer's responsibility.
- (d) **Governing Law & Dispute Resolution:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to binding arbitrate, shall be determined by arbitration in Los Angeles, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By making the \$500 initial payment and \$100 Shipping & Handling fee, this agreement becomes effective and binding. The Customer acknowledges the understanding of and compliance with the AtGames Affordable Financing (AAF) Plan Agreement.