

TERMS & CONDITIONS

I. INTRODUCTION

The Nassau Regional Off Track Betting Corporation ("NROTB") maintains this website (www.nassauotb.com, m.nassauotb.com and www.nassauotb.mobi) (hereinafter the "Web Site") which is comprised of an informational section you are welcome to browse and a wagering section that is accessible only to Nassau OTB wagering account holders who are residents of New York State and confirm they are located in New York State at time of login. You, the user (hereinafter "You", "Your", or the "User") are welcome to browse this Web Site, but your use of and access to this Web Site is subject to your acceptance of the terms and conditions set forth herein and all applicable laws. NROTB may periodically revise these terms and conditions by updating this posting, therefore users should check this page each time this Web Site is used and/or accessed. If the user does not agree to the terms and conditions set forth herein, the user should not use this Web Site.

II. TERMS AND CONDITIONS FOR INFORMATIONAL USE

A. Copyright, trademarks, patents

1. Unless otherwise indicated, the documents and information, including but not limited to text, graphics, icons, logos, buttons and images, on this Web Site are copyrighted materials of, and owned and controlled by NROTB or the party credited as the provider of the content.
2. Reproduction and storage of documents and information from the Web Site is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code, and any and all international copyright laws.
3. All software used on this Web Site is the property of NROTB or its software suppliers and is also subject to applicable federal, state and/or international copyright laws.
4. Users may not reproduce, modify, decipher, de-compile, distribute, transmit, republish, display, disassemble or reverse engineer any of the software and/or contents found on this Web Site without written and express consent by NROTB.
5. NROTB and the NROTB logo are trademarks, service marks and/or trade names of NROTB. In addition, this Web Site contains many third-party trademarks, service marks and/or trade names, which are the property of their respective holders.
6. These marks are protected by applicable federal, state and/or international laws. The use and/or misuse of these aforementioned trademarks, service marks and/or trade names is expressly prohibited and may be in violation of federal, state and/or international copyright, trademark, and/or tort laws.

7. This Web Site is covered and protected by U.S. patents issued by the United States Patent and Trade Office.

B. User Conduct/Guidelines

1. Users may use this Web Site for their personal, non-commercial use only. Other than the foregoing, users may not use this Web Site for any other purpose without the written and express consent of NROTB.
2. Users may not use this Web Site for any purpose that is unlawful and/or prohibited by these terms and conditions and/or all applicable federal, state and/or international laws. These include but are not limited to transmissions of anything that violates copyright, privacy, confidentiality, publicity or intellectual property rights of any person; anything that is false, misleading, libelous, harmful, abusive, harassing, hateful, threatening, defamatory, obscene, indecent, threatening, harassing, harmful or that could constitute an incitement to unlawful conduct.
3. Users may not use and/or transmit materials in any manner that could damage, disable, overburden, impair, delete, revise or interfere with any other party's use and enjoyment of the Web Site.
4. Users may not gain or attempt to gain unauthorized access to any non-public areas of this Web Site, through hacking, password mining or any other means.
5. Users may not violate or attempt to violate the security, efficiency, reliability, and/or integrity of this Web Site.
6. Users agree to defend, indemnify and hold harmless NROTB, its subsidiaries, its agents, its affiliates or any of its employees or officers against and from any third party claims, actions, damages or demands, including but not limited to reasonable legal and accounting fees, resulting from the user's use and/or misuse of this Web Site, violation of these terms and conditions, or any activities related to this Web Site, or from the user's violations of the rights of any other user of this Web Site.

C. LIABILITY/DISCLAIMER

1. THE USERS AGREE THAT THE USE OF THIS WEB SITE IS UNDERTAKEN AT THEIR OWN RISK. NO WARRANTIES ARE MADE BY NROTB, ITS SUBSIDIARIES, ITS AGENTS (INCLUDING THE WEB SITE'S HOST AND DEVELOPER), ITS AFFILIATES OR ANY OF ITS EMPLOYEES OR OFFICERS THAT THE WEB SITE WILL OPERATE ERROR-FREE AND/OR WITHOUT INTERRUPTION, DELAY, SUSPENSION, SHUTDOWN, LOSS, DEFECT, ALTERATION, OUTAGES, VIRUSES AND/OR OTHER HARMFUL COMPONENTS. NO WARRANTIES ARE MADE AS TO THE ACCURACY OF THE INFORMATION ON THIS WEB SITE.
2. THE WEB SITE, ITS CONTENT, AND ANY MERCHANDISE CONTAINED THEREIN ARE PRESENTED "AS IS". NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF

- MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY NROTB, ITS SUBSIDIARIES, ITS AGENTS (INCLUDING THE WEB SITE'S HOSTS AND DEVELOPERS), ITS AFFILIATES, OR ANY OF ITS EMPLOYEES OR OFFICERS.
3. TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE, AND LOCAL LAW, NROTB, ITS SUBSIDIARIES, ITS AGENTS (INCLUDING THE WEB SITE'S HOSTS AND DEVELOPERS), ITS AFFILIATES, OR ANY OF ITS EMPLOYEES OR OFFICERS ARE NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS, CLAIM, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, WHETHER FORESEEABLE OR NOT, ANY FAILURE BY NROTB, ITS SUBSIDIARIES, ITS AGENTS (INCLUDING THE WEB SITE'S HOSTS AND DEVELOPERS), ITS AFFILIATES, OR ANY OF ITS EMPLOYEES OR OFFICERS TO PROVIDE ACCESS TO OR USE OF THIS WEB SITE, OR ANY OTHER CAUSE WHATSOEVER.
 4. BECAUSE CERTAIN JURISDICTIONS TO WHICH THESE TERMS AND CONDITIONS MAY BE SUBJECT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY BE HELD TO BE INAPPLICABLE IN THOSE JURISDICTIONS. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS HELD UNENFORCEABLE FOR ANY REASON, THEN NROTB'S MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO A TOTAL OF \$100.00.
 5. INFORMATION AND RECOMMENDATIONS MADE IN ANY AND ALL HANDICAPPING AND ANALYSIS ON THIS WEB SITE IS FOR ENTERTAINMENT AND INFORMATIONAL USE ONLY. ANY RELIANCE MADE ON SUCH INFORMATION IS AT THE SOLE DISCRETION AND RISK OF THE USER. NROTB, ITS SUBSIDIARIES, ITS AGENTS (INCLUDING THE WEB SITE'S HOSTS AND DEVELOPERS), ITS AFFILIATES, OR ANY OF ITS EMPLOYEES OR OFFICERS ARE NOT LIABLE FOR ANY LOSSES AS A RESULT OF THE USE OR MISUSE OF THE INFORMATION AND RECOMMENDATIONS PROVIDED IN THIS WEB SITE. ANY USE OF THIS INFORMATION IN VIOLATION OF ANY AND ALL FEDERAL, STATE, LOCAL AND/OR INTERNATIONAL LAWS IS PROHIBITED.
 6. NROTB MAY AT ANY TIME AND AT ITS SOLE DISCRETION, MODIFY OR DISCONTINUE THIS WEB SITE. IT MAY ALSO LIMIT, TERMINATE, OR SUSPEND A USER'S USE OF OR ACCESS TO THIS WEB SITE.

D. Applicable law/Venue/Choice of Law

1. These terms and conditions are governed by the laws of the State of New York.

2. Users agree that the County of Nassau, New York or the appropriate subdivision thereunder shall be jurisdiction and venue for any claim arising under these terms and conditions and/or the New York federal courts of the Eastern District and/or Southern District.
3. Users agree to waive any and all objections to such jurisdiction and venue.
4. Users agree to waive personal service of process and agree that any summons and complaint commencing an action in any aforementioned court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail.
5. Users agree to waive any right to a trial by jury in any such action and/or suit.
6. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of the provision shall not affect the validity of the remaining provisions of these terms and conditions.

E. Links

1. This site may provide hyperlinks and/or references to external web sites of third parties merely as a convenience to the users of this site.
2. NROTB neither endorses nor is responsible for the content of and/or services provided by these other third party web sites. Any concerns regarding the content of these web sites should be directly addressed to the respective third party.
3. Users who decide to access these third party web sites do so at their own risk.
4. NROTB will under no circumstances be liable for any damages or injury arising from the user's reliability to and/or access to and/or use of content on these third party web sites.

F. Privacy

1. Introduction
 - a. The user's protection of privacy is an important concern to NROTB. Therefore, NROTB undertakes the responsibility of satisfying strict privacy requirements expected by the Web Site's users and compelled by industry standards.
 - b. Any personally identifiable information submitted by users is governed by the following privacy policy.
 - c. Users should read this entire privacy policy prior to using and/or submitting information to this Web Site.
 - d. Use of this Web Site constitutes the user's consent to the application of relevant U.S. federal and state laws and the privacy policy set forth herein.
 - e. NROTB reserves the right to modify the privacy policy set forth herein at any time. NROTB will post notice of any such changes to this Web Site and/or privacy policy.
2. Type of information collected
 - a. NROTB collects personally identifiable information, including but not limited to the user's name, addresses, phone numbers and email address, which are specifically provided by users on a voluntary basis.
 - b. NROTB also collects demographic and profile data, including but not limited to

- age, sex and occupation.
- c. Users will be informed at each information collection point that the information provided is optional and is not a condition to accessing the informational portions of the Web Site.
 - d. Certain information may be passively collected using various technologies and means, such as "cookies". NROTB will only use this information in the administration and operation of this Web Site
 - e. Pursuant to the Children's Online Privacy Protection Rule (effective April 12, 2000), NROTB will not knowingly collect information from children under the age of 13.
- 3. Intended use
 - a. The information submitted by the user will be used for the purpose stated when collected.
 - b. In addition, NROTB, through their Web Site hosts and developers who maintains the Web Site's database, may use the user's information, including but not limited to improving the Web Site's content, customizing the Web Site to the user's preferences, communicating information to the user, and for NROTB's marketing and research purposes.
 - c. NROTB is free to copy, disclose, distribute, display, incorporate and otherwise use user's information, including but not limited to data, images, sounds, text, ideas, and/or concepts for any commercial and non-commercial purposes.
 - 4. Third Party to whom information will be disclosed
 - a. User's personally identifiable information will not be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.
 - b. NROTB may disclose user's personally identifiable information to third parties where required by applicable laws, court orders, governmental regulations or administrative bodies, or to NROTB's contractors who are used to support NROTB and this Web Site.
 - 5. User's ability to obtain access/directly access information/remove information and means by which user can access and/or remove
 - a. If at any point a user has submitted personally identifiable information and wishes to correct, remove, or access such information from this Web Site, please contact NROTB at the email, phone number, or address listed below.
 - b. NROTB will make commercially reasonable efforts to accommodate the user's request within 72 hours.
 - 6. Contact Information
 - Nassau OTB Customer Service
 - 20 Fulton Avenue, Hempstead, NY 11550
 - (516) 572-2800 Ext. 178 or 179

III. TERMS AND CONDITIONS FOR WAGERING USE

Please read the following terms and conditions regarding the use of the Nassau OTB Internet Wagering system carefully. Use of the Nassau OTB Internet Wagering system will be taken as your acceptance of all of the following terms, conditions, and disclosures contained herein. The use of this Web Site is subject to all applicable State and Federal regulations and the attached Nassau OTB Permanent Wagering Account Rules.

Eligibility (to use the Nassau OTB Internet Wagering System)

- Must have a valid Nassau Off Track Betting Wagering Account and meet all eligibility requirements to hold such account as prescribed in the Nassau OTB Permanent Wagering Account Rules.
- Must be a resident of New York State.
- Must be located in New York State when making wagers through the internet.
- Acknowledge that Nassau OTB reserves the right to report unusual or suspicious activity to appropriate authorities.
- Acknowledge that Nassau OTB reserves the right to close an account, or refuse to accept any wager made through the Internet.
- Agree to have Nassau OTB process all reportable IRS winnings from wager made through the Internet in accordance with Federal IRS regulations.
- Notify Nassau OTB of any changes in personal information such as address and phone number.

Wagering

- All wagering will be conducted in accordance with New York State Law and/or the Rules and Regulations promulgated by the New York State Racing and Wagering Board.
- Wagers will not be deemed valid until the player confirms the wager and the wager is recorded in the Nassau OTB totalisator system operated by Sportech, Inc. and commingled into the wagering pool of the host track.
- Wagers made or attempted after the official "stop betting" command issued by the host racetrack will not be valid.
- Wagers will only be accepted that do not exceed the current balance in the player's account.
- Nassau OTB reserves the right to refuse any wager or transaction for any reason.
- If a wager cannot be commingle into the host track's pari-mutuel pool for any reason including computer malfunction, the wager will be refunded.
- Nassau OTB is not responsible for any malfunction of the player's computer or internet connection.
- Wagers are subject to the minimum wager amounts set forth by the host racetrack.
- Winning wagers and refunds will be credited to the player's account after a race has been declared official by the host track.
- Wagers may only be cancelled by calling the telephone betting center at 1-800-TELBETS (1-800-835-2387).
- By confirming the wager, the player accepts the wager as correct.

- Wagers may only be cancelled subject to the rules and regulations set forth by the New York State Racing and Wagering Board (NYSRWB) and/or the host racetrack.
- Nassau OTB bears no responsibility for erroneous information regarding wagering pools, horse names, handicapping information, scratches or other racing information provided from the host track or any other source.

Deposits and Withdrawals

- May be made in a manner prescribed by the Nassau OTB Permanent Wagering Account Rules.
- Customer agrees to abide by the Nassau OTB Permanent Wagering Account rules which include the Requirements for Deposits to Nassau OTB Permanent Wagering Account by Personal Check, Money Order, Bank or Travelers Check and the Terms and Conditions for Deposits to Nassau OTB Permanent Wagering Account via ACH Transfer as well as any rules set forth regarding ACH, Online or Wire deposits or withdrawals that may become available at a future time.

Account Safety and Security

- Account, Internet and Mobile wagering are for the personal use of the account holder.
- Account holder is responsible for maintaining the secrecy of the account number and PIN.
- Account holder is responsible to inform Nassau OTB immediately in the event of unauthorized use of account.
- Nassau OTB bears no responsibility for unauthorized wagers resulting from negligence of Account holder.
- Nassau OTB will use computer security systems employed by Sportech, Inc. to insure the security of Internet and mobile wagering. Nassau OTB will maintain computer records of all transactions made through Internet and mobile wagering in accordance with NYSRWB requirements.

Disputes/Inquiries regarding Internet Wagers

- Player must notify Nassau OTB within five (5) business days of disputes regarding Internet wagers by either calling the Customer Service Office or in writing to Nassau OTB.
- Nassau OTB will attempt to resolve all disputes and answer all inquiries promptly in accordance with NYSRWB Rules and Regulations and/or New York State Law.
- Nassau OTB will review all disputes using all pertinent computer records, wagering data, or other pertinent information.
- All decisions made by Nassau OTB regarding disputes or discrepancies will be final.

Computer Equipment

- Player is responsible for all personal computer and mobile device hardware and software necessary for use of the Nassau OTB Internet wagering platform.
- Nassau OTB bears no responsibility for computer or mobile device malfunctions or damage to the player's computer or mobile device hardware or software

Use of Products and Information

- Any data and information contained in Nassau OTB's wagering platforms are subject to all applicable Copyright Laws regarding proprietary information.
- Copying of any data contained on Nassau OTB's wagering platforms or use of such data to create programs or products is prohibited.
- Nassau OTB is not responsible for incorrect, incomplete or outdated information.

Nassau OTB Permanent Wagering Account Rules

1. Nassau OTB Permanent Wagering Account holders must be at least twenty-one (21) years old.
2. There is no membership fee but a \$10.00 minimum initial deposit must be made in order to open an account.
3. All applicants must complete a Nassau OTB Permanent Wagering Account application form including their name, age, address, mailing address (if different), telephone number, social security number and date of birth. If the account is opened in person or via the mail, two forms of acceptable identification consistent with Federal standards contained in OMB No.1115-136 (pertaining to I-9 forms) must be provided; if the account is opened online at nassauotb.com aka BetNowNY.com, the applicant must correctly answer several questions which will be used to verify his or her identity. The account holder must sign the application to attest to its accuracy; electronic signature is provided for applicants opening accounts online.
4. Only natural persons are eligible to be Nassau OTB Permanent Wagering Account holders. Corporations, partnerships, trusts or other legal entities are not eligible to be account holders.
5. OTB Nassau OTB Permanent Wagering Accounts are non-transferable and non-assignable.
6. All account wagering postal mailings, including notices, checks, withdrawal slips, account statements and other correspondence will be sent to the address listed on the account application. The account holder may request that no correspondence regarding the account be sent to the address listed.
7. Changes to the account holder's account identification number, PIN, name, age, address, social security number and date of birth can be made by contacting Customer Service in person or by mail and require the current account

identification number, PIN and account holder's signature as well as two forms of acceptable identification that are subject to verification.

8. The account holder will be required to provide his account identification number and PIN before an account wager, deposit or withdrawal is accepted. The account holder will receive a Nassau OTB Account Card or BetNowNY Players Club Card that must be used to access the account at Nassau OTB branch offices. If the account is opened through the mail, the Account Card or BetNowNY Players Club Card will be mailed to the account holder within five (5) business days after the application has been processed and, if the account is opened online, the minimum deposit has been made.
9. Nassau OTB reserves the right to exclude anyone from opening an account based on its business judgment. Nassau OTB shall refuse to open an account to known or reputed book makers; any person who engages in any activity which is deemed to be a gambling offense as defined in Article 225 of the Penal Law of the State of New York; a known fugitive from justice; and persons on its self-exclusion list, as well as minors and residents of states which prohibit New York State wagering accounts.
10. Account wagers will be accepted at 1-877-TELBETT, 1-800-TELBETS, at self-service wagering terminals at Nassau OTB branches and Fast Track locations, and personal account terminals at the Race Palace, and for account holders who are residents of New York State, on-line at www.BetNowNY.com (i.e. www.nassauotb.com). A current list of Nassau OTB branches and Fast Track locations is available at www.BetNowNY.com (i.e. www.nassauotb.com) and at all Nassau OTB branches.
11. Only wagers validated and accepted by the wagering system, for which there are sufficient available funds in the wagering account, are deemed to be valid wagers. All account wagers are deemed to be pari-mutuel tickets and are subject to the rules and laws governing pari-mutuel tickets.
12. All account wagers will be read back or displayed for the account holder to confirm that the wager is correct, before it is sold. OTB assumes no responsibility for errors in wagers the account holder has confirmed.
13. Any wagers made or attempted after the official close of betting on a race are invalid.
14. Wagers may be canceled or changed only prior to the close of betting for that race. Cancellations made thirty (30) minutes or less before the scheduled post time for the race must be made through an operator at 1-800-TELBETS. Cancellations of large wagers are subject to management approval as per New York State Racing and Wagering Board.
15. Funds from winning wagers will be credited to the account immediately after the race is official. Funds subject to Internal Revenue Service reporting requirements shall be held and not available for use until compliance with applicable Internal Revenue Service reporting requirements. Any applicable city, state and/or federal income tax is the responsibility of the account holder.
16. Winning wagers placed at the Race Palace, on-line at Nassau OTB's internet wagering site and from Nassau OTB Account Wagering accounts with a Three hundred dollar (\$300) or more account balance at the beginning of the wagering

session are not subject to surcharge; all other winning wagers are subject to surcharge.

17. Deposits to the account may be made by cash, check, or money order, Automated Clearing House (ACH) transfer or credit card. Cash deposits may be made at Nassau OTB branches and Fast Track locations. Deposits by check or money order may be made in person at Nassau OTB branch locations and at Customer Service or by mail to Customer Service as per the attached check and money order cashing policies. Account holders who are residents of New York State may make deposits on-line at www.BetNowNY.com (i.e. www.nassauotb.com) via ACH transfers as per the attached ACH Transfer Policies. Deposits can be made to accounts open for 90 days or more by calling Cash Call and using the account holders' credit card; Service charges will be assessed and there are limits on the amount which can be deposited within a 24 hour period using Cash Call.
18. Withdrawals may be made by using the Nassau OTB Account Card or BetNowNY Players Club Card and PIN at self-service terminals at Nassau OTB branches and Fast Track locations or by signed written request, which includes the account identification number, PIN and withdrawal amount, in person or by mail to Customer Service; checks will only be mailed to the official address on record for the account.
19. Nassau OTB Permanent Wagering Accounts may be closed at the request of the account holder in person or by mail at Customer Service and require the account identification number, PIN and account holder's signature as well as two forms of acceptable identification that are subject to verification.
20. Nassau OTB Permanent Wagering Account annual statements will be mailed to all account holders, unless they have requested no mail on their account application, in which case their annual statement can be obtained by contacting Nassau OTB Customer Service. Nassau OTB Account Wagering monthly and detailed statements are available online at www.BetNowNY.com (i.e. www.nassauotb.com) or by contacting Nassau OTB Customer Service.
21. Any account with no account wagering activity during a period of 36 consecutive months will be deactivated and distributed in accordance with Section 1012 of the New York State Racing law.
22. Only one account may be open per person at any one time. Nassau OTB Permanent Wagering Accounts may not be shared with or loaned to another player. Wrongful use of the account through deception, sharing, or partnership will result in closure of the account and refund of any non-disputed balance.
23. Nassau OTB Permanent Wagering Accounts are restricted for wagering purposes only.
24. Nassau OTB assumes no responsibility or liability for errors or omissions in programs or profiles.
25. Only the Nassau OTB Permanent Wagering Account holder is entitled to obtain access to their account information. Nassau OTB will not share account information with third parties, other than the New York State Racing and Wagering Board, unless required to do so by statute, court order, subpoena or other legal process or without express written permission from the account holder.

26. Nassau OTB reserves the right to make adjustments to any account due to computer error, machine malfunction, operator error, fraud or other misuse.
27. Nassau OTB reserves the right to terminate, revise, modify or withdraw the Nassau OTB Permanent Wagering Account at any time with or without prior notice, with the approval of the New York State Racing and Wagering Board.
28. All decisions of Nassau OTB management will be final.
29. The account holder shall receive a copy of these rules. Nassau OTB Permanent Wagering Account rules may be updated periodically with the approval of the New York State Racing and Wagering Board, and will be available for inspection at all branches and at www.BetNowNY.com (i.e. www.nassauotb.com). Account holders will be notified whenever rules have changed and will be provide a copy of such changes.
30. The receipt by Nassau OTB of a signed application signifies the applicant's acceptance of all rules and conditions.
31. Nassau OTB also provides temporary, bearer accounts, known as Daily Accounts, for use by its patrons. Daily Account usage use is governed by Nassau OTB Daily Account Rules.

Nassau OTB Customer Service
P.O. Box 69
Hempstead, NY 11550
516-572-2800 Ext. 178 or 179

Requirements for Deposits to Nassau OTB Permanent Wagering Account by Personal Check or Money Order

1. All checks must have the wagering account holder's name and address preprinted on the face of the check; all money orders must have the wagering account holder's name and address written on the face of the check.
2. All checks and money orders must be made payable to "Nassau Regional Off-Track Betting";
3. All checks and money orders must be fully completed and endorsed;
4. The check or money orders must be deposited in full into the account;
5. No post-dated, third-party, double-endorsed checks or money orders will be accepted;
6. No payroll or tax refund checks will be accepted;
7. No international checks or money orders will be accepted; All funds must be in US dollars and drawn on a US bank;
8. Any bank fees or charge backs are the responsibility of the account holder.

Availability of Funds from Personal Checks or Money Order Deposited to Nassau OTB Wagering Account

NASSAU OTB ACCOUNT CHECK OR MONEY ORDER	Open less than 90 days	Has not previously deposited check(s) and/or has bank charge backs for insufficient funds in the prior 2 yrs	Open more than 90 days but less than 2 years, has previously deposited check(s) with no bank charge backs for insufficient funds	Open more than 2 years and has previously deposited check(s) with no bank charge backs for insufficient funds in the prior 2 yrs
In-state bank and amount less than \$100	3 bank days	3 bank days	Immediate	Immediate
In-state amount \$100 to \$10,000	3 bank days	3 bank days	3 bank days	Immediate
In-state amount over \$10,000	3 bank days	3 bank days	3 bank days	3 bank days
Out-of-state bank and amount less than \$100	6 bank days	6 bank days	Immediate	Immediate
Out-of-state bank, amount \$100 to \$10,000	6 bank days	6 bank days	6 bank days	Immediate
Out-of-state banks, amount over \$10,000	6 bank days	6 bank days	6 bank days	6 bank days

Previously cashed checks must be from same bank account as the check to be deposited.
Prior two (2) years calculated from date of presentment of the check or money order to be deposited.

Bank days calculated from date of presentment at Customer Service or Race Palace.

Checks and Money orders presented at Nassau OTB branches require one additional bank day.

Requirements for Deposits to Nassau OTB Permanent Wagering Accounts by Bank or Travelers Check

1. All bank or travelers checks must have the account holder's name and address written on the face of the check;
2. All checks must be made payable to "Nassau Regional Off-Track Betting";
3. The check must be deposited in full into the account; no cash back;

4. The check must be properly endorsed;
5. All funds must be in US dollars and drawn on a US bank; No international bank or travelers checks will be accepted;
6. No post-dated, third party or double endorsed checks will be accepted.

Availability of Funds from Bank or Travelers Checks Deposited to Nassau OTB Wagering Account

NASSAU OTB ACCOUNT BANK OR TRAVELERS CHECK	Open less than 90 days	Has not previously deposited check(s) and/or has bank charge backs due to insufficient funds in the prior 2 years	Open more than 90 days but less than 2 years and has previously deposited check(s) with no bank charge backs due to insufficient funds	Open more than 2 years and has previously deposited check(s) with no bank charge backs due to insufficient funds in the prior 2 years
In-state bank, amount less than \$100	3 bank days	3 bank days	Immediate	Immediate
Out-of-state bank, amount less than \$100	3 bank days	3 bank days	3 bank days	Immediate
All banks, amount \$100 to \$10,000	3 bank days	3 bank days	3 bank days	Immediate
All banks, amount over \$10,000	3 bank days	3 bank days	3 bank days	3 bank days

Prior two (2) years is calculated date of presentment of the check to be deposited.
 Bank days calculated from date of presentment at Customer Service or Race Palace.
 Checks presented at Nassau OTB branches require one additional bank day.

Terms and Conditions for Deposits to Nassau OTB Permanent Wagering Account via ACH Transfer

Deposits via Automated Clearing House (ACH) transfers are available at www.BetNowNY.com (i.e. www.nassauotb.com) for Nassau OTB Permanent account holders who are residents of, and located in, New York State at the time of login.

Your use of the NROTB ACH transfer funding system constitutes your acceptance of the following terms and conditions of use. If you do not agree to all these terms, do not utilize the ACH transfer system.

1. You can have up to one (1) bank account on file for ACH transfers at any time. You can change the bank account on file if you have no ACH transfers in progress.
2. Nassau OTB charges a \$1.00 transaction fee for each ACH transfer; Nassau OTB reserves the right to adjust the fee schedule without prior notice. You will be notified of Nassau OTB's transaction fee and the total amount of the transfer from your bank account prior to confirming your request. Any fees charged by your bank will not be displayed and are in addition to the transaction fee charged by NROTB.
3. The first time funds are transferred from a particular bank account, deposit requests up to \$50 will be credited immediately to the wagering account; if more than \$50 is requested, no funds will be credited until the transfer successfully clears the banking network in 6 bank business days. Transfers made after 10 pm EST require one additional bank business day. Once the first transfer has successfully completed, deposit requests up to \$500 will be credited immediately to the wagering account; if the request is for more than \$500, no funds will be credited until the transfer clears in 6 bank business days. If there are other requests in progress, the limits above are the total amount which will be credited immediately.
4. You may request your immediate funds limits be increased by contacting Customer Service at customerservice@nassauotb.com or 516-572-2800 ext. 178 or 179 if your wagering account has been established for 6 months or more, you have successfully completed a transfer with the particular bank account and you have no bank charge backs in the prior six (6) months. Eligibility for increased immediate funds limits may be determined by NROTB in its sole judgment.
5. You will provide the name of your financial institution, its routing code and your account number, and authorize Nassau OTB to store your information in secured, encrypted electronic format.
6. You intend to add to the balance of your Nassau OTB Permanent Wagering account and use the funds for wagering.
7. You represent that the financial institution account you are utilizing for ACH transfers is held in your name and that the funds being deposited are your own.
8. You take full responsibility for all ACH transfers made to your Nassau OTB Wagering account in accordance with your instructions.
9. Any fees charged by your financial institution for deposits that are returned unpaid are your responsibility and you agree to repay NROTB for such fee or charge upon demand.
10. Nassau OTB reserves the right to recover unpaid deposits and fees from your Nassau OTB Wagering account, NROTB may pursue all relief that may be available to it at law or in equity, and you agree to pay reasonable attorney fees incurred.
11. Nassau OTB reserves the right to lock your Nassau OTB Wagering account until your unpaid fees and charges are paid to Nassau OTB.
12. If one ACH transfer or check deposit is returned from your bank unpaid, you will be ineligible for ACH transfers for six (6) months from date of presentation. If a second ACH transfer or check deposit is returned from your bank within a 2 year

period, you will be ineligible for ACH transfers for 2 years from date of presentation. Ineligibility may be waived by NROTB in its sole judgment.

Availability of ACH Funds Deposited to Nassau OTB Permanent Wagering Accounts					
Wagering Account Open for 2 Years or More	1st Transfer from This Bank Account Successfully Completed	Bank Charge Back within Prior 6 Months	Immediate Funds Limit Increase	Funds Deposited Immediately	Funds Deposited When Transfer Complete
No	No	No	NA	Up to \$50	\$51 to \$10,000
No	Yes	No	NA	Up to \$500	\$501 to \$10,000
Yes	No	No	No	Up to \$50	\$51 to \$10,000
Yes	Yes	No	Yes	Up to \$10,000	NA
Yes or No	Yes or No	Yes	Yes or No	\$0	\$0

