**Acceptance of Terms:** By participating in this beta test of the Waigr Inc. wagering assist software (the "Software"), you ("Beta Tester") agree to be bound by these terms and conditions (the "Beta Terms"), which are an addendum to and incorporated by reference into the NYRAbets, LLC (“NYRA Bets”) Terms and Conditions located at <https://racing.nyrabets.com/terms-and-conditions> (the "NYRA Bets Terms"). In the event of any conflict between these Beta Terms and the NYRA Bets Terms, these Beta Terms shall govern solely with respect to Beta Tester’s use of the Software during this beta test.

**Beta Software:** Beta Tester acknowledges and agrees that the Software is a pre-release version and may contain bugs, errors, and other issues that could adversely affect its functionality and Beta Tester’s wagering activities. The Software is provided "AS IS" without any warranties of any kind, express or implied, including but not limited to, the implied warranties for merchantability and fitness for a particular purpose.

**Purpose of Beta Test:** The purpose of this beta test is to obtain feedback on the functionality, usability, and performance of the Software. Beta Tester agrees to provide timely and constructive feedback to Waigr Inc. regarding their experience with the Software.

**Confidentiality:** Beta Tester agrees to keep confidential any information related to the Software that is not publicly available, including its features, functionality, and performance. Beta Tester shall not disclose such information to any third party without the prior written consent of Waigr Inc.

**Data Collection:** Beta Tester acknowledges and agrees that Waigr Inc. may collect data on their usage of the Software and their feedback for the purpose of improving the Software. All data collected will be handled in accordance with State and Federal regulations. Waigr Inc., shall have the right, but not the obligation, to monitor the content, and Beta Tester’s usage of the Software, to determine the compliance with these Beta Terms and NYRA Bets Terms and to satisfy any law, regulation, or authorized government request.

**No Guarantee of Winnings:** Waigr Inc. makes no guarantees or warranties regarding the accuracy or effectiveness of the Software in predicting the outcome of horse races or increasing Beta Tester’s winnings. Beta Tester is solely responsible for their wagering decisions and any associated risks.

**Termination:** Waigr Inc. reserves the right to terminate this beta test or Beta Tester’s participation in it at any time, with or without notice, for any reason. Upon termination, Beta Tester agrees to cease all use of the Software.

**Limitation of Liability:** To the maximum extent permitted by applicable law, NYRA Bets and Waigr Inc. shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages (including, without limitation, damages for loss of profits, data, use, goodwill, or other intangible losses) arising out of or relating to Beta Tester’s participation in this beta test or their use of the Software.

**Use**: As a condition of Beta Tester’s use of the Software, Beta Tester warrants that they will not use the Software or the beta test for any purpose that is unlawful or prohibited by these Beta Terms, NYRA Bets Terms, and notices. Beta Tester may not use the Software in any manner, which could damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software and beta test.

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**Disputes & Governing Law**: By using the Software and participating in this beta test, Beta Tester consents to the application of New York law (or where applicable the law of residence for such Beta Tester), and to the jurisdiction of federal and state courts located in the State of New York. Any disputes or claims arising out of the Software and this beta test will be resolved through mandatory arbitration by the American Arbitration Association through an arbitration proceeding to be administered by a sole arbitrator in New York County, New York, in accordance with its commercial arbitration rules. The arbitrator’s decision shall be final and binding.

**Wager Responsibly**: Waigr Inc. encourages responsibility in gambling behavior. If Beta Tester or anyone they know have a gambling problem, or suspect may have a gambling problem please contact the National Council of Problem Gambling (http://www.ncpgambling.org) toll free at 1-800-522-4700.