# **TERMS AND CONDITIONS**

Please read the below document (hereinafter the "Terms and conditions") carefully before you use the Services provided by the Company and ensure you understand its content. Apart from these Terms and conditions, you should also read our <u>PRIVACY NOTICE</u> and <u>COOKIE NOTICE</u> which sets out how we collect and process your personal information.

Your use of the gambling services is subject to the following additional rules which shall apply periodically to the type of gambling services which you are using, including, but not limited to <u>WITHDRAWAL POLICY</u>, <u>RESPONSIBLE GAMING POLICY</u>, <u>KYC POLICY</u>, and <u>AML POLICY</u>, (together the "Additional Rules") in each case as updated periodically. Each game available on the Website may contain its special rules which are approved by the Company and provided for each game in the tab "How to play?" (hereinafter – the "Special Rules"). The present Terms and conditions along with the Additional Rules and Special rules, which are deemed to be an essential part hereof, constitute a binding legal instrument between you and the Company (hereinafter together the "Agreement"). In case of conflict between the provisions of the Additional Rules and/or the Special Rules and these Terms and conditions, the provisions hereof shall prevail.

In the Agreement, "you" or "your" or "user" means any individual who uses the Services under the Agreement. Unless otherwise stated, "we", "us" or "our" refers collectively to the Company and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

# Subject

1.1. By registering with the Company and/or by using the gambling services and/or by marking the "I accept these Terms and Conditions" box you agree to be bound by the Agreement in its entirety and without reservation. As such, the Agreement constitutes a binding legal document between you and Company and the Agreement shall govern your use of gambling services at all times.

1.2. This Agreement shall cover the provision of the following "Services":

1.2.1. services on participation in online gambling activities which are provided by the Company through the Website in accordance with this Agreement, applicable laws and regulations, and terms of the gaming license (Gambling services);

1.2.2. additional services such as (i) registration and maintenance of your account; (ii) technical, administrative and operational support; (iii) storage of your personal data and information that is derived while you are using the Services; (iv) marketing and promotion services; and (v) any other service required for participation of online Gambling services via the Website (Additional services). Additional services are provided by the Company, its subsidiaries or third party contractors respecting their contractual relationship and in accordance with this Agreement, applicable laws and regulations;

1.3. Software, for the purpose of this Agreement, shall mean an integral part of the Services, including all programs and databases and any other derived information, accessible or otherwise used through the Website.

1.4. Additional terms and conditions may apply to Services. For instance, some games available at the Website may contain special license terms and conditions, which are deemed to be incorporated hereto. You are legally bound by such additional terms and conditions as if they are included in Agreement. In case of any discrepancies between this Agreement and additional terms and conditions, the Agreement shall prevail.

1.5. The Company reserves the right to suspend, modify, remove or add Services in part or in full in its sole discretion with immediate effect and without notice. The Company shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against the Company in such regard.

1.6. You shall use the Website and the Services in complete accordance with the terms and conditions of the Agreement, as amended from time to time, and you shall abide by all of the rules and instructions for playing the games that comprise the Services

#### 2. Acceptance of this document

2.1. If you do not agree to any of the provisions hereof you should immediately stop using the Service and leave the Website.

2.2. We reserve the right to amend, modify, update and change any of the terms and conditions of the Agreement from time to time and we will notify you of any such amendment, modification or change by publishing the new version of the Agreement on the relevant page. Any modified version of the Agreement will take effect 14 days after its publication or earlier if required by any applicable law, regulation or directive and your continued use of the Services after the aforementioned period will be deemed to constitute your acceptance of the changes to the Agreement. It remains your responsibility to ensure that you are aware of the correct, current terms and conditions of the Agreement. We advise you to check for updates regularly.

#### 3. Compliance with laws

3.1. Online gambling may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws of your jurisdiction before registering with the Website and using the Services.

3.2. The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from gambling on the internet. The Company does not intend to enable you to contravene applicable law. You represent, warrant and agree to ensure that your use of the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Services by you.

By accepting these terms, you agree to assist the Company, to the extent that you are able, to comply with applicable laws and regulations.

3.3. Persons located in certain states which the Company does not service will neither be eligible to open an account with the Company and make any deposits nor use the Services. The Company reserves the right to change the list of states restricted to use the Service from time to time at its sole discretion and any such change may have immediate effect. It is the user's responsibility to ensure that this is not the case. We reserve the right to suspend and/or terminate the user's account immediately if we discover that the user's account has been opened in a country restricted from accessing the Services.

# 4. Allowed participation

4.1. No one under the age of 18, or other age as per legal requirements applicable to you ("Legal Age") may use the Services under any circumstances. Therefore, any person under Legal Age who uses the Services will be in breach of the terms of the Agreement. The Company reserves the right to request proof of age at any stage, to verify that persons under the Legal Age are not using the Services.

4.2. We reserve the right to verify your registration details, such as name, address, age, and payment methods used, at any time, by requesting certain documents. These documents shall typically include a passport or identity card, proof of address such as a utility bill or bank statement, and payment method used. If you are unable to provide such information for any reason, the Company has the right to suspend your account until the required data is provided, and/or permanently ban your account in case it is not provided within 30 days.

4.3. While you use the Website, you may be required to provide us with certain information regarding your source of funds, financial standing, occupation and other similar details. We reserve the right to limit your account including a temporary block amount of money you deposit on the account based on the information provided, or if such information has not been provided by you.

4.4. We reserve the right to perform background checks on any user and request any relevant documentation, for any reason, including (but not limited to) any investigation into the identity of the user, any credit checks performed on the user, or any enquiries into the user's personal history. The basis for such investigations depends on the specific case but could include (but is not limited to) verification of the user's registration details, such as name, address and age, occupation, and verification of the user's financial transactions, financial standing, and/or gaming activity. The Company is under no obligation to advise the users of such an investigation taking place. Such activities may include the use of specific third-party companies performing investigations as required. The Company may at its sole discretion decide to terminate user's account, temporarily block it or limit access to some Services or its parts as a result of such investigation.

# 5. Intellectual Property

5.1 All rights, trademarks, patents and other intellectual property rights to any material or content (including but not limited to, software, data, applications, information, text, photographs, music, sounds, videos, graphics, logos, symbols, artwork and other material or moving images) contained on the Website ("Content") belong to the Company or have been granted for our benefit by the owners of the rights. The use of such Content and intellectual property rights relating thereto without the prior written consent and express consent of the owner is prohibited. All rights are reserved.

5.2. We hereby grant you a personal non-exclusive, non-transferable, and revocable license to use the Services under these Terms and Conditions. We reserve the right to withhold the said license at our sole discretion in case of breach of any terms of this Agreement.

5.3. In particular, as regards the Content (in whole or in part) the user is restricted to engage in prohibited activities listed below:

5.3.1. content sale, transfer, lease or subcontract;

5.3.2. change, edit, modify, adapt or restructure the Content in any way;

5.3.3. copy, distribute, perform or attempt to access the source code of the Content for any purpose;

5.3.4. use the Website for any unlawful or illegal purposes or that in any way in breach of these Terms and Conditions.

5.4. You will be solely liable for any damage, costs or expenses arising out of or in connection with the Prohibited Activities committed by you as specified in Section 7. You shall notify the Company immediately upon becoming aware of any of the Prohibited Activities committed by any person and shall provide the Company with reasonable assistance in any investigations it may conduct considering the information provided by you in this respect.

5.5. The brand names relating to the Website (as defined below) and any other trademarks, service marks and/or trade names used by the Company from time to time (the "Trade Marks") are the trademarks, service marks and/or trade names of the Company or any company within its group of companies or its licensors and these entities reserve all rights to such Trade Marks. In addition to the rights to the Trade Marks, the Company or any company within the group of companies and/or its licensors own the rights in all other content, including but not limited to the software, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Website (the "Website Content"), and the Website Content is protected by copyright and/or other intellectual property rights. You hereby acknowledge that by using the Services you obtain no rights to the Trade Marks or the Website Content and you may only use the same in complete accordance with the Agreement.

#### 6. Your Representations and Undertakings

6.1.In consideration of the rights to use the Services granted to you, you represent, warrant, covenant and affirm that:

6.1.1. You are of Legal Age as defined in the Agreement, of sound mind and capable of taking responsibility for your actions. The Company may terminate your account and/or exclude you from using the Services if proof of age is not provided by you or if the Company suspects that you are under the Legal Age. The Company reserves the right to withhold any funds from your account until your age is verified.

6.1.2. You have only one active account on the Website. The other accounts you have created will be considered as a "Double account" and will be banned, as well as:

6.1.2.1. all transactions made from the Double Account are being invalidated;

6.1.2.2. any refunds, bets, winnings, prizes or bonuses received or made will be nulled or withdrawn from your Double Account without further right to refund.

6.1.3. You are the rightful owner of the money on your account balance. All details provided by you either during the registration process or at any time thereafter, including as part of any payment deposit transaction and/or with regards to your occupation details, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds on your account. If any changes are made, you agree to make the relevant adjustments to this information. If this requirement is not met, the Company may apply restrictions on transactions and/or terminate your account.

6.1.4. You are responsible for the security of your username and password applicable to your account, device or internet access location. You should immediately report to the Company of any possible hacking attempts or security breaches from your device.

6.1.5.You have verified and determined that your use of the Services does not violate any laws or regulations of any jurisdiction that applies to you, namely:

6.1.5.1. you are not physically present in the territory of any of the countries, specified in Section 22 of this Agreement;

6.1.5.2. you are observing legislation of the country of citizenship and/or of the country in the territory of which you are present at the moment of receiving services from the Company, in relation to the right or ban to consume the services provided on Website.

6.1.6. You fully understand the methods, rules and procedures of the Services and internet gambling in general. It is your responsibility to note the payout rate or odds that apply to each game before you place a bet and you acknowledge that payout rates and odds change from time to time.

6.1.7. You shall not commit any acts or display any conduct that damages the reputation of the Company.

6.1.8. You are fully aware that there is a risk of losing money when gambling through the Services, and you are fully responsible for any such loss. You agree that your use of the

Services is at your sole option, discretion and risk. You shall have no claims whatsoever against the Company or any company within its group or their respective directors, officers or employees concerning your gambling losses.

6.1.9. You are solely responsible for recording, paying and accounting to any relevant government, taxation or other authority for any tax or other payment that may be accrued on any winnings paid to you.

6.1.10. You accept that you are solely responsible for the supply and maintenance of all the computer equipment and telecommunication network and internet access services that you need to use to access the Services. We shall not be liable for any loss caused to you by any failure of your computer equipment, telecommunications network and/or internet access.

6.1.11. You shall use the Services only in good faith towards both the Company and other users using the Services. If the Company has reasonable suspicion that you have been using the Services in bad faith, the Company shall have the right to terminate your account with the Services and any other accounts you may hold with the Company. You hereby expressly waive any future claims against the Company in such regard.

# 7. Prohibited Actions

7.1. Illegal Funds and Unlawful Activities:

You declare that the source of funds used by you for gambling on the Website is not illegal and that you will not use the Services in any way as a money transfer system. You will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction applicable to you. If the Company has a reasonable suspicion that you may be or have been engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of the Agreement, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company may at its sole discretion determine whether such infringement of Terms leads to a refund of any funds that may be on your account. In addition to terminating your access to the Services and/or blocking your account, the Company shall be entitled to notify relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (hereinafter together referred to as "Third Parties Concerned") of your identity and any suspected unlawful, fraudulent or improper activity and you will cooperate with the Company to investigate any such activity.

#### 7.2. Circumvention:

We have developed and employed sophisticated proprietary technology and methodologies intended to seek out and identify users making fraudulent or unlawful use of the Services. You shall not break into, access or attempt to break into or access or otherwise circumvent the Company's security measures. If the Company believes, in its sole discretion, that you are in breach of this clause, the Company may terminate your access to the Services immediately and/or have your account blocked, and the Company may inform Third Parties Concerned of your breach of this clause.

#### 7.3. Intentional Disconnection:

You are not allowed to intentionally disconnect from a game while playing on the Website. We have developed and employed elaborate methods which enable us to seek out and accurately identify users who intentionally disconnect during a game. If at the Company's sole discretion you are in breach of this clause, the Company may terminate your access to the Services immediately and/or have your account blocked.

#### 8. Your Account

8.1. You have to register an account in order to use the Services provided on the Website. For doing so you have to:

provide a valid email address and choose a password that will be used to log in.

confirm your email address. A confirmation letter arrives to your email as a result of successful registration on the Website.

confirm your phone number in Dashboard. The phone number should be personal and able to receive calls and SMS. Each phone number used must be indicated in your account. The account may be suspended if the phone number is invalid or not associated with your account.

provide your personal information such as your name, age, and place of residence. The list of required information may be amended from time to time at the sole Company's discretion.

8.2. Your account is intended for your sole personal use only and shall not be used for any professional, business or commercial purpose. You shall not allow any third party (including a relative) to use your account, password or identity to access or use the Services and you shall be fully responsible for any activities undertaken on your account by a third party. You shall not reveal your account username or password to any person, hence you shall take all steps to ensure that such details are not revealed to any person.

8.3. You shall inform us immediately if you suspect that your account is being misused by a third party and/or any third party has access to your account username or password so that we may investigate such matter, and you will cooperate with us, upon request, in the course of such investigation.

8.4. You acknowledge that it is strictly forbidden for a user to sell, transfer and/or acquire accounts to/from another user or transfer funds from their Account to another Player's Account.

8.5. We take no responsibility for any third-party access to your account. The Company shall not be liable for any losses incurred by you as a result of misuse of your password by any person or for any unauthorized access to your account and all transactions where your user name and password have been entered correctly will be regarded as valid, whether or not authorized by you.

8.6. Monies held on your account shall not attract any interest. The Company may, at any time, set off any positive balances on your account against any amount owed by you to us.

8.7. You acknowledge and agree that (1) if your account is "active" (i.e. you have logged into your account at any time during the prior 6 month consecutive period), funds deposited by you to your account are held in a trust account on your behalf and are considered to be the user's deposit; (2) if your account is "temporarily inactive" (i.e. you have not logged into your account at any time during a 6 months consecutive period), the Company reserves the right with a 10 days prior written notice sent to your contact email to convert your real balance to bonus balance with an applicable wager 10. Thereafter, the Company shall charge you a monthly Administrative fee of 1% of your bonus balance (the Administrative fee); (3) we reserve the right to suspend and terminate your account if it is "permanently inactive" (i.e. you have not logged into your account at any time during a 24 months consecutive period) having zero balance.

8.8. If you have a child under the Legal Age you must take special care to ensure that they do not access the Services via your devices. Please:

do not share your credentials, credit card or bank details with minors

do not enable the "Save Password" feature on the login pages

install parental control or internet filtering software on your computers. This software is available at <u>www.netnanny.com</u> and <u>www.cyberpatrol.com</u>. These links are provided solely as a convenience and, hence, we make no warranty nor accept any liability in relation to them.

#### 9. Deposits and allowed payments

9.1. The Website offers a variety of payment methods which are available in the relevant Website section. Unfortunately, we cannot accept cash from you. Please contact our support team to inquire about the payment methods which are most favourable for your country of residence.

9.2.We do not accept third party payments. You must make deposits only from a bank account, bank cards, e-wallets or other payment methods that are registered in your name.

9.3. Your deposit may not reach your account immediately. Processing of the deposit by a payment processor may take some before it reaches your account.

9.4. We reserve the right to run credit checks on all users with third party credit agencies, based on the information provided to us at registration.

9.5. We reserve the right to charge fees for handling your deposits and withdrawals to and from your account as may be detailed in the "Cashier" from time to time.

9.6. We reserve the right to set a maximum amount of funds that can be deposited on the Website. Such a maximum amount can be varied at the Company's sole discretion. Please find the applicable limits in the Cashier section of the Website.

9.7. We reserve the right to use third-party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the

Services. To the extent that they do not contradict with the terms of the Agreement, you agree to be bound by the terms and conditions of such third-party electronic payment processors and/or financial institutions. You agree that the payment processor reserves the right to withhold any payments if the payment processor has reason to believe or any suspicion that you may be or have been engaged in fraudulent, collusion, unlawful or improper activity. All bank expenses/commissions in case of a bank transfer request for a refund to the rightful owner will be covered by the recipient.

9.8. In the case we have reasonable suspicion that a fraudulent payment is being made or received, including use of stolen credit cards, or any other fraudulent activity (including any charge-back or other reversal of a payment), we reserve the right to block or terminate a user's account, reverse any pay-out made and recover any winnings. We are entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or any other unlawful activity, and may employ collection services to recover payments. The Company is not liable for any unauthorized use of credit cards, irrespective of whether the credit cards were reported stolen.

9.9. You agree not to renounce previous transactions and/or deny/cancel any payments you make that may cause a third party to repay the payment to avoid any legal liability. All bank expenses/commissions in case of a bank transfer request for a refund to the rightful owner will be covered by the recipient.

9.10. The Company will solely determine a payment method used for refunds.

#### 10. Bonuses

10.1. All promotions, bonuses or special offers are subject to promotion-specific rules and any complimentary bonus credited to your account must be used in adherence to such terms and conditions. Notwithstanding the modification provisions in Section 2, we reserve the right to withdraw or amend any promotion, bonus or special offer at any time including any terms and conditions thereof.

10.2. If the Company has reasonable suspicion that a user of the Service is abusing or attempting to abuse a bonus, offer or other promotion, or is likely to benefit through abuse or lack of good faith from a gambling policy adopted by the Company, then the Company may, at its sole discretion, deny, withhold or withdraw from any user any bonus, offer or promotion, or rescind any policy to that user, either temporarily or permanently, or terminate user's access to the Services and/or block user's account.

10.3. If the Company has reasonable suspicion that you have been taking unfair advantage of the Company's welcome bonuses or have executed any other act in bad faith in relation to a bonus promotion offered on any of the Website owned and/or operated by the Company, the Company has the right to block or terminate your accounts with the Company.

10.4. If we have reasonable suspicion that an account or group of accounts are operating systematically – for example, by way of specific wagering techniques or wagering as a group, the Company has the right to block or terminate all accounts.

10.5. The Company is not responsible for any refunds to you of any amounts that may be on your account if they have been deposited or won as a result of suspicious actions or if you fail to provide proper evidence or explanations of your actions within 7 business days upon the occurrence of the situation described in paragraphs 10.3 and 10.4.

# 11. Obligations of the Company

11.1. The Company has no obligation to check whether users are using the Services following the Agreement, as updated from time to time.

11.2. Under no circumstances shall the Company be obligated to investigate or pursue any complaints made by a user against any other user using the Services or take any other action in connection therewith or take any action against a user for any reason, including without limitation for violating the terms of the Agreement. The Company may, at its sole discretion, take appropriate action against any person it suspects of any unlawful behaviour or otherwise violating the terms of the Agreement, but is under no obligation to do so.

11.3. The Company has no obligation to maintain account names or passwords. The Company shall not be liable for your misplacing, forgetting or losing your account name or password for any reason other than the Company's negligence.

11.4. The Company reserves the right, at its sole discretion, to suspend, modify, end, revoke, limit or restrict accounts or the use of and/or add elements to its Services, either temporarily or permanently, at any time without notice, subject to compliance with its regulatory obligations and to exercise all other commitments made under these Terms and Conditions.

# 12. Disclaimer. No warranty

12.1. THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OF THE SERVICES OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH YOU.

12.2. THE COMPANY MAKES NO WARRANTY THAT SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.

12.3. A MALFUNCTION VOIDS ALL PAYS. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO

ACCOUNT SETTLEMENT OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR BONUSES OR ANYTHING ANALOGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT OR SOFTWARE, THE COMPANY SHALL IN NO WAY BE LIABLE TO YOU AND THE COMPANY SHALL VOID ALL GAMES IN QUESTION AND PAYMENTS (WHENEVER SUCH SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES ARE DISCOVERED) IN RELATION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS EXCEPT THAT THE COMPANY IS NOT REQUIRED TO PROVIDE ANY BACKUP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.

12.4. IF YOU RECEIVE ANY WINNINGS OR BONUSES (OR ANY OTHER SIMILAR BENEFIT) ("BENEFITS") AS A RESULT OF ANY ERROR MADE BY US OR ON OUR BEHALF (WHETHER TECHNICAL OR MANUAL) IN CALCULATING, ALLOCATING OR DISTRIBUTING BENEFITS, WE MAY VOID THE BENEFITS AND, TO THE EXTENT THAT YOU HAVE ALREADY RECEIVED OR BEEN CREDITED WITH A PAYMENT IN RESPECT OF THE SAME, YOU WILL REPAY THAT AMOUNT TO US OR WE MAY DEDUCT IT FROM YOUR ACCOUNT.

12.5. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE WEBSITE.

#### 13. Limitations of liability

13.1. You agree that you are free to choose whether to use the Services and do so at your sole discretion, option, and risk.

13.2. The Company shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third parties, use of the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).

13.3. The Company shall not be liable in contract, tort or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use, of any link contained on the Website. The Company is not responsible for the content contained on any Internet Website linked to from the Website or via the Services.

13.4. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services.

13.5. Nothing in the Agreement will operate to exclude any liability of the Company for death or personal injury that is caused by the Company's negligence.

13.6. You agree that if the Services fail to be provided correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Website or its contents or any error or omission in the content or any other factors beyond our control:

13.6.1. the Company will not be responsible for any loss, including loss of winnings, that may result; and

13.6.2. if any such errors increase winnings owed or paid to you, you shall not be entitled to the winnings falling within such increase. You shall immediately inform the Company of the error and shall repay any winnings credited to your account in error to the Company (as directed by the Company) or the Company may, at its discretion, deduct an amount equal to those winnings from your account or set off such amount against any money owed to you by the Company.

# 14. Breach of the Terms and Conditions

14.1. You agree to fully indemnify, defend and hold the Company, its partners and their respective companies and officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

14.1.1. of any breach of the Agreement by you;

14.1.2. violation by you of any law or third party rights;

14.1.3. use of the Services by you or any other person accessing the Services or through your user identification, whether or not with your authorization; or

14.1.4. acceptance of any winnings.

14.2. In addition to any other remedy available, if you breach any of these Terms and Conditions of the Agreement or the Company has reasonable grounds for suspecting that you have breached the Terms and Conditions of the Agreement, in addition to any other remedies available to the Company, your winnings may be forfeited at the discretion of the Company and the Company may retain any positive balance then existing in your account on account of any damages or other amounts owed by you to the Company pending investigation and/or the conclusion of any legal proceedings. Failure to comply with the Agreement may also result in disqualification, account closure and/or legal action being taken against you.

# 15. Disputes

15.1. You accept and agree that the random number generator will determine the randomly generated events required in connection with the Services and where the result shown on the software conflicts with the result shown on our server, the result shown on our server shall in all circumstances take precedence. You understand and agree that (without

prejudice to your other rights and remedies) the Company records shall be the final authority in determining the terms of use of the Services and you shall have no right to dispute the Company's decisions concerning such matters.

15.2. No claims or disputes will be considered more than 180 days after the date of the original transaction. You hereby undertake to file such claims or disputes to the email indicated in the Contact details and to provide the Company with all the relevant information or evidence that the Company reasonably requires to review your claim or dispute.

15.3. In accordance with the applicable data legislation, and in order to sufficiently identify the customer submitting the complaint as the legitimate account holder, you shall include:

15.3.1. account username;

15.3.2. full name as indicated in the account;

15.3.3. the complaint shall be sent from the registered address;

15.3.4. email subject to contain COMPLAINT reason;

15.3.5. a detailed summary/explanation of the complaint;

15.3.6. specific dates and times associated with the complaint;

15.4. Complaints are handled by customer service and could be transferred to other departments of the Company in case when the customer service cannot solve the case immediately. The customer shall be reasonably informed about the status of his/her complaint.

15.5. The Company's support team will review your claim and provide you with its decision within a maximum of 21 business days upon receipt of your claim or dispute duly submitted. The provided decision is final and binding.

#### 16. Duration and termination

16.1. The Agreement shall come into force immediately upon your completion of the registration with the Company and shall remain in force until and unless terminated following its terms.

16.2. We may terminate the Agreement and your account (including your username and password) immediately without notice:

16.2.1. if we believe that you have breached any of the terms of the Agreement;

16.2.2. if you provided incorrect personal details while registering an account, personal details of any other person, or inappropriate verification documents;

16.2.3. if you have more than one active account on the Website;

16.2.4. if your account is associated in any way with any existing account that has been terminated for the breach of the Agreement. If your account is associated with, or related to, any existing blocked accounts, we may terminate your account, irrespective of the nature of this relationship, and the registration details provided on said accounts.

16.2.5. if the name on your account does not match the name on the debit cards or other payment accounts used to bet and deposit with the Website;

16.2.6. if you have allowed, intentionally or unintentionally, another person to use your account, or you have misused your account by any other means;

16.2.7. if proof of age is not provided by you or if the Company suspects that you are under the Legal Age;

16.2.8. if you are found colluding, cheating, money laundering or undertaking any kind of fraudulent activity;

16.2.9. if it is determined that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots etc) designed specifically to defeat the gaming system on the Services or have employed betting techniques to circumvent the standard house edge in the games on the Services;

16.2.10. if you are acting in a manner that is detrimental to the conduct of our business;

16.2.11. if you have acknowledged that you are, or we reasonably believe you to be suffering from any gambling addiction;

16.2.12. if it is illegal for you to interact with the Services in any way;

16.2.13. if we are unable to verify your registered address or contact telephone number, or other information provided by you;

16.2.14. if there has been an abuse of a promotion, bonuses or any other offers promoted by us;

16.2.15. if you are found to be a PEP or appear on a sanction list;

16.2.16. if we do require so by law;

16.2.17. for any other reasonable grounds we see fit.

16.3. Save for as otherwise provided herein, upon the termination of the Agreement, any balance on your account will be returned to you within a reasonable time at your request, and we reserve the right to deduct any amounts owed by you to us.

16.4. You may terminate the Agreement and your account (including your username and password) at any time by sending an email to the Support team. Such termination will take effect upon the Company terminating your account (including username and password) within three business days after the receipt of the request, provided that you remain

responsible for any activity on your account from the moment of sending us an email to the termination of your account by the Company.

16.5. Please be informed that you are obliged to confirm your choice to terminate the account after the initial request was made to ensure that this is your decision and it was done consciously.

16.6. The right to terminate the Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

16.7. Upon the termination of the Agreement for any reason, except as otherwise provided in the Agreement and subject to any rights or obligations which have accrued before termination, neither party shall have any further obligation to the other under the Agreement.

16.8. In the event of termination of the Agreement as a result of breach on your part, the Company solely determines whether such a breach entails any further compensation and establishes its amount depending on a type of breach and its consequences.

# 17. General

17.1. If any part of the Agreement shall be deemed unlawful, void or for any reason unenforceable, that provision shall be deemed to be severable from the rest of the Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

17.2. No waiver by us of any terms of the Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the Agreement.

17.3. Unless otherwise expressly stated, nothing in the Agreement shall create or confer any third party rights or benefits.

17.4. Nothing in the Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

17.5. The Agreement contains the entire agreement between the Company and you relating to your use of the Services and supersedes any prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept the Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company to the Agreement.

17.6. The Company reserves the right to transfer, assign, sublicense or pledge the Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction the Company may be involved in. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the Agreement.

17.7. Subject to applicable laws and regulations, the Company may outsource to third parties any or all of the Services it provides under the Agreement.

17.8. Nothing in the Agreement shall be construed as granting you any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of your account.

# 18. Gaming regulations

18.1. The Company is regulated by the laws and gaming regulations of Curacao. You acknowledge that the Company may be bound to disclose certain information about you and your account to the relevant authorities under such laws and regulations.

#### 19. Customer service and special promotions

19.1. Service quality assurance calls made by you to the customer service department may be recorded.

19.2. You hereby expressly consent to the Company using the contact details provided by you at registration to occasionally contact you directly in relation to your use of the Services or any other products or services offered by the Company, its partners or affiliates from time to time (our legitimate interest).

19.3. The Company will not tolerate any abusive behaviour exhibited by users of the Service to the Company's employees. If the Company, at its sole discretion, deems that your behaviour, via telephone, chat, email or otherwise, has been abusive or derogatory towards any of the Company's representatives, the Company shall have the right to block or terminate your account with the Company.

19.4. The Company may, from time to time, offer you special promotions. These promotions may be notified to you by various means, including but not limited to (i) email, (ii) telephone, (iii) SMS and (iv) additional windows opening within the Website.

19.5. We will provide you with an opt-out option in relation to various types of communications from the Company. The Company respects your wish to opt-out from communications.

# 20. Governing law

The Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Curacao, and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Curacao to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Agreement or otherwise arising in connection with the Agreement.

#### 21. Language discrepancies

This Agreement is made in English and Hindi. In case of discrepancies between the two versions, the English version shall prevail.

# 22. List of prohibited countries

USA, Netherlands, France, Dutch West Indies and Curacao

The list of prohibited countries may be amended at Company's sole discretion.

Notwithstanding the above provisions in this Section, the Company is not obliged and shall not: (i) inform the user about the existence or content of provisions of the legislation forbidding the consumption of online services which are provided on the Website, and (ii) advice on such issues.

Last update: 01/02/23