

## Terms and conditions of Use

Version number 1.6, last updated 03/12/2024

Please read these terms and conditions carefully before accepting this agreement and before using this site. Make sure to print these terms and conditions and keep them for your records.

### 1. Introduction

1. We consider these terms to be fair. Should you need any advice regarding these terms, or any other part of our service, in your own and our interests, please contact us via our Customer Services Department via the support link on the site and your trusted legal advisor. In these terms and conditions the licensed entity (which is noted above the words 'Terms and conditions of use' which is located above) is referred to as 'We', 'Us', or any other name of similar purport and you are referred to as 'customer', you, user, player or any other term of similar purport.
2. Please note that all telephone calls are digitally recorded and may be used as evidence at Our sole discretion.
3. For transaction security we use SSL encryption. All customer data will be treated as confidential and will not be sold to third parties.
4. By checking the **'I agree to the terms and conditions' box** when you register an account, you acknowledge that you have read, understood, agree with and will comply with all the terms and conditions and you thereby enter into a legally binding agreement between you and Us. If you do not agree with any of the terms and conditions you should not accept them. Once you have agreed to these terms and conditions, Your failure to comply with any one or more of them may result in disqualification, account closure, and/or legal action against you as deemed appropriate by Us.
5. Where we have reasonable grounds to suspect that any two or more registered accounts are linked including whether they are linked to the same internet protocol ("IP") address, pattern of use, proximity of transactions, common bank details or address in common or otherwise and that the services provided via the Site are being abused of by you in any way, including by way of example due to a previously undetected fault, bug or other fault in the software, we may suspend the services provided to you via the site and your ability to access your account(s) with immediate effect as well as to reverse transactions on any one or more of the accounts that are linked
6. By using this Site and/or software you agree to these terms and conditions and any other terms or conditions that We see fit to impose from time to time.
7. These terms and conditions are written in English. If these terms and conditions are translated into another language, the English version will prevail.
8. Your participation in the Games is at your sole discretion and risk. By accepting these terms and conditions you agree that you do not find the services we provide through our Site and/or software offensive, unfair or questionable. You also acknowledge that We are unable to provide you with any legal advice or assist you with any Legal queries related to the legality of participation in remote gambling.
9. All fees and charges displayed in this document are in euro ("EUR").
10. Unless otherwise stated in the relevant casino pages of the Site, minimum deposit amounts are 10 AUD/CAD/CHF/EUR/GBP/USD/NZD, 100 DKK/NOK/SEK/ZAR, 700 RUB and withdrawal amounts are 20 AUD/CAD/CHF/EUR/GBP/USD/NZD, 200 DKK/NOK/SEK/ZAR, 1400 RUB
11. We reserve the right to restrict access to all or certain parts of the Site in respect of certain jurisdictions.
12. Unless stated otherwise, whenever a time is mentioned it refers to GMT.
13. We reserve the right to limit/refuse bets.
14. All advertised first deposit bonuses/welcome offers are subject to an account registration check. After your registration is completed there is an automatic review of the account details entered and the system may decide that your account is not eligible for bonuses. In the event that your

account is not eligible for bonuses an email with this decision will be sent to You as soon as the account is created.

15. We reserve the right to adjust the minimum/maximum bets within the casino.
16. The only approved way to send verification documents is via the Upload Docs page in My Account/Personal Area. Documents received by any other avenue will not be accepted.
17. During your time as a customer You will be required to upload documentation proving your ID, registered address and ownership of certain deposit methods. For example, when certain thresholds are reached or prior to allowing a withdrawal to be processed. We encourage you to upload these documents as early as possible to avoid an uninterrupted experience.
18. At our sole discretion, in order to adhere to Anti Money Laundering and Responsible Gambling obligations, we may suspend any player's ability to deposit/withdraw/play as a result of any required customer account checks. We may investigate a player's identity, personal history, occupation, financial standing/Source of Funds and/or gaming activity. In any case, following an account/player activity assessment, serious concerns are raised in relation to Responsible Gambling and/or Player Safety warranting an immediate restriction of the account from further play, any deposited funds still available on the account will be available for withdrawal and or returned to the player (whenever this is deemed necessary) including funds deposited for currently active bonuses on the account.
19. Historical transactions (deposit/withdrawal/game) are available via the Casino Software. If you require history for a longer period, including up to the time you joined as a customer, please contact customer support.

## **2. Legal Requirements for Playing the Game**

1. You must be at least 18 years of age, or the minimum legal age in the jurisdiction in which you are viewing this Site or using the services offered via our Site, providing the minimum age in your jurisdiction is not less than 18. Please be aware that underage gambling is illegal.
  1. We reserve the right at any time to request from you evidence of age in order to ensure that minors are not using our services. The documents we accept as proof of age are:
    - Copy of passport;
    - Copy of driving license; and/or
    - Copy of an official ID Card
  2. Any deposits made by minors (<18 year of age) will be considered illegal and will be returned to the original source of the funds (payment method). In cases where, for whatever reason, the funds cannot be processed back to the payment method under the minors' name, such funds will be returned to the minor's verified legal guardian. We will require documentation demonstrating/proving legal guardianship before releasing any funds.
  3. All winnings accrued by such illegal deposits (underage) will be considered void and forfeited. Accounts used by minors will be immediately terminated
2. Only players who are resident in countries in which gaming is allowed are permitted to deposit money into a Real Money account or play in Real Money mode. Players from United Kingdom, Greece, Australia, Austria, Netherlands, Portugal, Lithuania, Slovakia, Serbia, Singapore, Iran, Czech Republic, Slovenia, Estonia, Romania, the Republic of Cyprus, Italy, Israel, Turkey, the German State of Schleswig-Holstein, France, Switzerland, Mexico, Spain, Poland, Russia, China, Pakistan, Ukraine, Denmark, Belgium, Philippines, Bulgaria, Japan, India, Thailand, Uzbekistan and the USA are not permitted to deposit any money into a Real Money account, nor play in Real Money mode.
3. Remote gambling is illegal in some jurisdictions. By accepting these terms and conditions you acknowledge that you have checked legality in your jurisdiction and it is legal to gamble online.
4. Players from Slovakia are not permitted to play any of the games within the Live Casino section of the lobby.
5. By playing the Games, you acknowledge that you are doing so according to the laws that apply in the jurisdiction in which you are viewing this Web Site and/or using the software.

## **3. Information We Collect About You and How We Use It**

1. We process information about you in accordance with our privacy policy. Our [Privacy Policy](#) forms part of these terms and conditions and contains details on the types of information we collect and what we do with that information, which includes who it may be shared with and why.
2. We are entitled to share the information we hold on you, which includes personal data and gaming history with regulators, and other bodies, including the police, and law enforcement bodies in order to investigate fraud, money laundering gaming integrity issues and to comply with our regulatory duties.

#### 4. Grant of License

1. The Site, the downloadable client available through the Site, our apps and the Site as optimized for use on mobiles and tablets, all run on a series of programs which are either proprietary to us or are licensed through third parties to be able to offer you our services through the Site ("Software").
2. We grant you a license to use a single copy of the Software and where applicable the related documentation solely in accordance with and subject to these terms.
3. You may neither sell, rent, lease, transfer or grant any other right of the Software, nor reverse engineer, decompile, or disassemble the Software.
4. You may not disclose the Software to any third party, make derivative works based upon it, or use it for any purpose except for the specific uses expressly permitted in the user documentation, which accompanies the Software.
5. The Software is available to you on an "As Is" basis only and without any warranty or indemnity of any kind. The download and/or use of the Software and Services is at your own risk.
6. You hereby acknowledge that how you use the Software is outside of our control. We shall not be liable to you or to any third party in respect of your receipt of and/or use of the Software.

#### 5. Real Money Mode and Practice Mode

1. By using the services offered through our Site, you will be able to play in either the '**Real Money**' mode or '**Practice**'
2. In '**Real Money**' mode, real money may be wagered and gained. In order to play in '**Real Money**' mode you will be required to have funds in your bonus balance, or pay funds into your account (which has the meaning described in clause 7) by any of the methods specified from time to time by Us. Such funds will be deposited into your Account upon actual receipt of funds or upon receipt of approval from a payment processor. Minimum and maximum limits may be applied to the payments into your account, depending upon your history, the method of deposit, and other factors as determined solely by Us. We are not a bank and funds are not insured by any government agency. All payments to and from your Account must be paid in the currencies listed in the cashier from time to time and shall not bear interest. All payments into your account must be from a payment source on which you are the named account holder.
3. In '**Practice**' mode, no real money is played. Funds played in '**Practice**' mode have no value in and of themselves and are kept separate from '**Real Money**'. Neither funds nor any game features (for example, but not limited to Multipliers, Bonus games and Bonus Points) are transferable to a Real Money account nor are they redeemable for any currency. If any game features are incorrectly transferred from Practice Mode to Real Mode any winnings derived will be removed. If you notice the transfer of any game feature from Practice Mode to Real Mode it is your responsibility to inform Us immediately.
4. It is not advisable to play '**Real Money**' mode before trying '**Practice**'. We recommend players practice in '**Practice**' mode prior to playing in '**Real Money**' mode.
5. It is your responsibility to make sure that you read and understand all the rules and procedures of the games on the Site(s) prior to playing real money games.
6. You hereby acknowledge that by betting you risk losing money.
7. The games RTP is displayed in the game rules within each game and is subject to change. If the RTP is an important factor in your decision whether to play a particular game we recommend

## 6. User Accounts

1. The information you provide during account registration must be true, complete and up to date. You must provide your correct details, a valid address and contact e-mail on the registration process.
2. A user is not allowed to register more than one account. This means only one account is allowed to be registered per person, household, family, household address, email address, credit card number or shared computer environment (i.e. library, workplace, fraternity, university or school etc'). Any withdrawal made from a duplicate account will be considered unauthorised and will be claimed back.
3. Any attempt to try and deceive Us by registering multiple accounts in another user name to gain bonus money will be deemed as abuse, and will result in the account(s) being suspended, bonus money being removed, winnings voided and the option to withdraw monies cancelled.
4. All information supplied when you register with the site MUST be accurate, complete and not misleading in any respect. We reserve the right to confirm a customer's address by any means available, including but not limited to posting an address verification letter by mail to you, contacting you by email, phone or live chat. If the attempt to verify the details supplied during registration is not successful no winnings will be paid.
5. If the details you supplied at registration change, you must update us and send us proof of the new details.
6. If you wish to terminate your account, you can view your options by visiting and choosing an option from the Player Limitation section of the casino software. In case the reason behind the freezing/closure/limitation of the Account is related to concerns about possible gambling addiction, You shall inform us via email after placing your option/limitation. Please note the process to close/limit your account can only be done online. Requests to support will be answered with the procedure to follow.
7. There are three types of "Accounts":
  - **Practice Account:** A Practice account does not use real money, and funds used to play hold no monetary value whatsoever. Your name, email and password are the only requirements to register for a Practice account.
  - **Bonus Account:** A Bonus account does not require the deposit of real funds. Your name, email (validated), address, contact details and other information are required to register for a Bonus account.
  - **Real Money Account:** In order to change status to a Real Money account, a minimum deposit amount is required as well as the initial registration requirements. The minimum deposit requirement is subject to change at any time.
8. Your Account is for your personal use only. You may not divulge Your Account details to anyone else or use anyone else account details. You may not sell, transfer and/or acquire accounts to/from other players.
9. Any use of Your Account is strictly for your own private purposes. You shall be solely responsible for all transactions conducted in relation to your account using your Username and Password. Every person who identifies himself/herself by entering Your correct Username and Password, or logs into Your account using biometric login functions is assumed by Us to be You and all transactions where the Username and Password have been entered correctly will be regarded as valid and authorized by You.
10. We take absolutely no responsibility for any third party accessing Your Account using the correct username and password and we shall not be liable for any losses incurred by you as a result of such an event. Any access to Your Account with the correct username and password will be considered by us as valid.
11. Should you become aware of any unauthorized use of Your Account, you are obliged to immediately notify us and we will suspend your Account pending further investigation of such unauthorised use. If you are using a shared computer we advise that the checkbox to remember password is kept unchecked at all times.
12. In the event you have a Bonus Account and you have failed to make a deposit in 30 days from the time the Account was initially created, any Real Money/Bonus funds you had within the

- Account will be null and void, removed from the Account without any option to retrieve it.
13. Your account is not a banking facility. Deposits should only be made with a view to using funds to place bets. Should You make repeated deposits and withdrawals without placing a commensurate amount of bets, or placing all low or very low risk bets, we reserve the right to pass on to your accounts, without prior notice, any bank charges (15% of the amount) we have incurred before closing the account.
  14. Account facilities are provided to You solely to enable you to place bets or participate in games. If you, for whatever reason, appear to be depositing or withdrawing money without genuine play, you will be liable to have your account suspended and the circumstances investigated. This may result in your account being permanently closed.
  15. You hereby acknowledge and agree that betting might result in losing monies and that all losses incurred by You as a result of betting via Our services will be Your sole responsibility.
  16. You hereby confirm that you are not using or intending to use or intending to allow any other person to use your account in relation to Our services for any prohibited or unlawful activity, including but not limited to, fraud or money laundering, under the laws of your jurisdiction or any other applicable laws in any other jurisdiction.
  17. You hereby confirm that You have not held a Player Account with Us that was terminated or suspended, and You have not notified Us, now or in the past, that You have a gambling addiction.
  18. You hereby confirm that you will not intentionally disconnect from any Game while using the Our services. If We determine, in Our sole discretion, that You are in breach of this clause, We may terminate Your access to our Services immediately and/or have Your account blocked. If Your account is terminated or blocked in such circumstances, We are under no obligation to refund You any funds that may be in Your Account.
  19. You hereby confirm that You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to Your or third parties' participation in any of the Games.
  20. You agree that if, in Our opinion, if any suspicious, improper, fraudulent, or unlawful activities are attempted and/or performed through the use of Our Services, We will be entitled to terminate and/or block your account and seize all funds available through that account.
  21. In the event that you become aware that another user of Our services is cheating, manipulating or attempting to manipulate game outcomes and results, colluding with any other person in order to defraud Us, using Artificial Intelligence Software, or doing anything which can be construed as detrimental to us, financial or otherwise, You are responsible for sharing such information with us. We will treat any such information You pass to Us in the strictest of confidence. In the event that we discover, or suspect, that you had such knowledge and did not pass it on to Us, we reserve the right to terminate Our services to You and confiscate any funds which are in Your account.
  22. VIP Points redemption to cash is only available for customers who have registered prior 19/03/2017.

## **7. Transactions: Deposits**

1. All financial transactions will show up in your payment method statement.
2. After depositing, you will receive email confirmation of the transaction. We recommend that you print out and keep details of all transaction data in order to avoid misconceptions and discussions at a later time.
  1. Please note that credit card processors, at their discretion, may process transactions without using the CVV information for security verification.
3. All deposits will be effective immediately as soon as we get a successful confirmation from the selected payment processor (except for Wire Transfer Deposits). After depositing, you will be able to play immediately in Real Money Mode. It is unlawful to deposit money derived from ill-gotten means.
4. Please note that documentation in the form of ID, utility bill/statement or copies of the front of your payment method may be required after any deposit.
5. We reserve the right to contact you to verbally verify any deposit made.
6. We reserve the right to void all winnings if your name does not match the name on the payment method you use. In such circumstances we reserve the right to request the necessary

documentation from the player to enable us to carry out the required identity verification checks from our end, prior to taking any action. The burden of proof that the player had the necessary authorisation to proceed with the transaction shall vest in the player at all times.

7. Players who make a deposit using someone else's payment method will be requested to provide copies of the payment method, ID documents from the payment method holder and Account holder and will be sent via email a Letter of Authority form. This form must be signed and completed by the payment method Holder and the Account holder.
8. We will carry out KYC procedures when you make a deposit.
9. Any or all of the following Documents may be required as proof of Identity:
  - Copy of identification card(s)
  - Copy of Driver's License
  - Copy of the front of the credit/payment method card being used to make the deposit (middle 8 digits may be blanked out)
  - Copy of up-to-date Utility Bill clearly showing name and address
  - Bank statement
  - Signed Deposit Confirmation Form
  - Credit card/payment method statement (Showing the recent transactions which were made to Us)
10. If you were required to provide documentation as explicitly described in Section 7 or 8 of this agreement and you have failed to comply, your Account may be suspended until verification is completed.
11. No chargebacks can be made or initiated by you. In addition, payments including deposits made to your Account using any payment method/source cannot be renounced, cancelled, disputed for no valid reason or otherwise reversed. If this happens we reserve the right to take any of the following actions or request you to take immediate action, whichever the case may be, as a necessary measure to safeguard us against possible fraudulent activity or any other form of abuse:
  - 1. You shall immediately and without undue delay refund the total amount due to us and compensate Us for any and all unpaid amounts due to us including any expenses or charges We might incur in the process of recovering the amount due;
    2. Should you initiate a chargeback, We reserve the right to close your Account, initiate legal proceedings to recover the funds you are trying to chargeback as well as any charges or expenses which we might incur as a result and report the matter to the Police if we suspect foul play;
    3. We reserve the right to recuperate the total amount due to us from your Real Money Account balance.  
Provided that in any case and for any of the above reasons, We reserve the right to cancel your Account at any time without any prior notification.
12. We may, at any time, set off any positive balance on your Account, or connected Account, against any amounts owed by you to Us.
13. In the case that there is a processing charge for your deposit you will be clearly informed about it during the deposit process.
14. The following methods are available for depositing to your account. Note that some methods are not supported in some countries but in the casino software you can see the methods available for your country. Credit/Debit Card (Visa, Mastercard, Maestro/Switch/Solo), Trustly, Neteller Skrill, Payz, Fast Bank Transfer, PaySafeCard, Sofort, Instant Payments by Citadel, INTERAC, Webmoney,. We reserve the right to add/remove deposit methods with immediate effect and without prior warning.

## **8. Transactions: Withdrawals**

1. Withdrawals will only be processed if a player has a Real Money Account (i.e. made at least one successful deposit), has provided us (and we have approved) copies of proof of address, proof of ID and, method depending, proof of ownership of the payment method used, plus evidence of the source of funds used for gambling. In order to have an uninterrupted gaming experience, we suggest you upload these prior to placing a withdrawal. Also, the player must have sufficient real money balance for the withdrawal and fulfilled any applicable bonus requirements as detailed in

Our Bonus Policy. Withdrawals will be remitted only to the same method used for deposits, unless the depositing method does not allow withdrawals

2. Withdrawals can only be made based upon the initial registration information provided by the player. Incorrect or misleading data in personal details and/or contact details such as phone number or email address will result in all winnings being voided. This is aside from any penalties or actions taken by Us due to any breach of these terms and conditions.
3. The maximum winning amount that a player can cash out is €10,000 every 30 days. All other winnings will be paid in monthly installments of €10,000 every 30 days. The maximum withdrawal amount per transaction is €5,000.
4. Please also note that if there is a large win (€5000 or more), or jackpot win it may take longer to process the request in order to verify the win (with a third party where relevant) and to complete all required checks.
5. You are not permitted withdraw any funds including winnings if you have active bonuses or have not made your first deposit. Any unused bonus balance will be removed in the event of a withdrawal.
6. A fee of 5 EUR will be charged for withdrawals made without prior real money activity. This fee will be deducted from your account balance at the time of the withdrawal request.
7. When you make a withdrawal request, We shall insofar as practical pay you via your preferred payment method. However We reserve the right to pay you using any one or more of the payment methods listed in the cashier, whether it is one of your preferred payment options or otherwise.
8. When a deposit is made via Credit Card, all subsequent withdrawals at least of the amount deposited will be paid back to the Credit Card where possible. Any money We can't deposit to your card will be paid to an alternative method of your choice.
9. When a deposit is made via an Online Wallet account, the amount deposited will be paid back to that same Online Wallet account.
10. Any payments of funds made to you from Us may be subject to a surcharge to cover costs, such as in the case of Wire Transfers, which We will deduct from your balance before processing the withdrawal. The surcharges, and withdrawal times, which are subject to change, are as follows:
  1. Wire Transfer - €10.00\* (over €500 no charge)
  2. Credit/Debit cards (Visa, Maestro/Switch/Solo) - No charge
  3. Online Wallets (Payz, Skrill, Neteller, PaySafeCard) – No chargeIn certain countries we have the ability to process withdrawals via Trustly/Entercash within a few minutes, providing we do not require any verification documents to process the withdrawal. Should any further documents or information be needed, the withdrawal will be pending while we gather the information from you.
11. Transfer of funds between players is strictly forbidden.
12. Once you have made a request to withdraw, your request will first be pending until midnight GMT the following day. Thereafter your request will be passed to Our Accounts Department who will process your withdrawal during the next business day provided they have all the information required to make the withdrawal. You may modify or reverse your request to withdraw funds at any time until your withdrawal has been completed and fully processed. Once fully processed, your funds are immediately sent to your account without any delays.
13. Before any withdrawals are processed, your play will be reviewed for any breach of terms and conditions/bonus policy and Responsible Gaming checks. Should We deem that a breach of the terms and conditions has occurred, or you have another account which is restricted due to our Responsible gaming tools/procedures, We reserve the right to withhold any withdrawals and/or confiscate all winnings and bonuses. Any contact by Us congratulating any win does not mean the win is legitimate and that the Accounts Department have checked for bonus policy/terms breaches.
14. In the event that you choose to cancel your request within the three day processing period, your funds will be re-allocated to your Real Money Account.
15. In the event that you fail to comply with any of our requests to provide KYC documents, we reserve the right to reverse the withdrawal back into your Account.
16. We reserve the right to delay and/or stop the processing of a Withdrawal until final approval has been received for any outstanding Deposit transaction or in the event that your original deposited funds are not received within 24 hours. If the original funds are not received within 24 hours all winnings will be cancelled

17. Withdrawal requests are only deemed valid if they are submitted via the withdrawal page in the casino software. We do not accept withdrawal requests via email or telephone, or any other method.
18. In the event a withdrawal is rejected or incomplete due to missing information, your funds will be returned back to your Real Money Balance. You are advised to provide the necessary information and proceed to submit a new withdrawal request.

## **9. Bonuses**

1. You acknowledge and understand that our terms and conditions with respect to promotions, bonuses and special offers form an integral part of these terms and conditions. These terms and conditions are set forth in Our Bonus policy. In the event of a conflict between the provisions of Our terms and conditions on promotions, bonuses and special offers, and these terms and conditions, the provisions of such promotions, bonuses and special offers will prevail.

## **10. Malfunctions**

1. If a technical problem causes a game/feature/promotion to pay out (or a display issue causes wrong result to be displayed) a higher amount than should be paid (a game win, bonus game win, jackpot win etc) to a player's Account, We reserve the right to remove all funds (or not pay the incorrectly displayed amount) from the Account that were incorrectly credited as well as any winnings subsequently won by using the incorrectly credited funds
2. If We detect a Player has or is abusing a technical glitch related to the games/software, either on his own or in association with partners, We reserve the right to void any winnings and close the relevant player/s Accounts.
3. In the event of a system malfunction all wagers shall be void.
4. In the event a game is started but miscarries because of a failure of the system, We shall refund the amount wagered in the game to You by crediting it to the Your Account or, if the account no longer exists, by paying it to You in an approved manner.
5. We shall take all reasonable steps to ensure that Our system enables Your participation in a game is, after You have made a wager, interrupted by a failure of the telecommunications system or a failure of Your computer system that prevents You from continuing the game, to resume, on the restoration of the system, your participation in the game that was interrupted as at the time immediately before the interruption. If Our system does not enable You to continue, after the restoration of the system, with a game interrupted by a failure of the telecommunications system or Your computer system, We shall:
  - a. ensure that the game is terminated; and
  - b. refund the amount of the wager to You by placing it in the Your Account.

## **11. Services Suspension**

1. We may temporarily suspend the whole or any part of the Services for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

## **12. Change**

1. We reserve the right to suspend, modify, remove or add content to the Site or the services offered via the Site at Our sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered as a result of any such changes made and you shall have no claims against Us in such regard.



### **13. Currencies**

1. The following currencies are available for deposit, withdrawal or play. By default, on account registration we assign the most logical currency according to where we believe you are registering from. There are no facilities to change this currency however if you make a first deposit in any of the other currencies your account currency will be updated to that one. GBP, EUR, CHF, USD, AUD, CAD, DKK, SEK, NOK, ZAR and RUB.

### **14. Artificial Intelligence Software**

1. You agree not to use any artificial intelligence software ('AI software') while using the software and/or Site. We will act to detect and prevent the use of any AI software programs that enables you to have an unfair advantage over other players, including, but not limited to, detecting the running of such programs on your computer. In the event that we detect the use of AI software, and at Our sole discretion deem the detection to be valid, your Account will be terminated and all winnings cancelled.

### **15. Random Number Generator**

1. You accept and agree that a random number generator will determine the randomly generated events required in connection with the Services and where the result shown on the Software (as installed and operated by your hardware) conflicts with the result shown on our, or our game partners servers, 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 your use of the Services and you shall have no right to dispute the Company's decisions in regard to such matters.

### **16. Abusive or Offensive Language**

1. We will not tolerate any abusive or offensive language or other behaviour considered inappropriate by Us at our sole discretion.
2. Bad behaviour or language identified by Us or brought to Our attention may result in a suspension or loss of playing privileges or such other action as may be decided by Us, including, but not limited to, Account closure.
3. It is forbidden for players to use offensive Usernames or Screennames when they register or login.
4. Players may, at any time, submit information regarding abuse or other offences to Our Customer Support Department for Us to investigate.

### **17. Monitoring of the Site**

1. We may electronically monitor the Site and the users of the Site at any time in order to ensure compliance with this Agreement and may disclose any information, record or electronic communication of a user of the Site: (a) in compliance with any law, regulation or lawful governmental request; (b) if such disclosure is necessary for the continued operation of the Site; or (c) to protect Our rights and/or property of Our partners.

### **18. Inactive Accounts**

1. Your account will be deemed to be inactive if you have not accessed your account for 6 consecutive months. In the event that your account becomes inactive, we reserve the right to charge a fee per month according to the table below until the account becomes active again.

Currency	Amount
USD, EUR, JOD, BHD, KWD, OMR, TRY, COP, GEL, IQD, RON, NZD, MYR, SGD, SKK, PLN, LTL, LVL, HUF, EEK, CZK, BGN, ILS, GBP, CHF, CAD, AUD	5.00
QAR, SAR, AED, PEN	20.00
HKD, UAH, NOK, SEK, DKK, MAD, ZAR	50.00
MXN	100.00
THB	250.00
RUB	350.00
INR	400.00
ARS	500.00
JPY	750.00
NGN, CLP	5000.00

In the event of a fee being charged, the fee amount shall be deducted from your remaining balance. Should your account balance be insufficient to cover the fee, the remaining balance shall be fully depleted and your account balance will be reset to zero. If your account balance is already zero, no fee shall be charged.

We will take reasonable steps to contact you via email 30 days prior to the fee being charged. We reserve the right to waive or reduce the fee at our sole discretion. If you wish to reactivate your account, you may do so by logging in.

2. VIP points must be converted within 180 days of them being granted, otherwise they will be removed.
3. Players may recover funds from their inactive accounts by logging in and making a withdrawal request. In case of blocked and excluded accounts, players will need to contact Customer Support to recover funds.

## **19. Incomplete Games**

1. If you lose internet connection or abandon a game before it is complete (for example during a special mode in Slots, or during a hand in single player Blackjack), you will be able to complete the game by logging back in and opening the relevant game. If you do not do this within 14 days, the game will be closed and any bet will not be returned and any potential winnings will be forfeited.
2. If a game cannot be completed due to a fault with our gambling system we will extend the period for logging in to complete the game, mentioned in 19.1, to 30 days. If we do not manage to solve the issue within 30 days, any bet you made will be returned.

## **20. Customer Support**

1. We will provide Support Service for Our players
2. Players can send an e-mail to Our customer support department detailing any questions or queries they may have. To facilitate Account identification the email should be sent from the email address which is registered on your Account and should include the username of the Account in question. We reserve the right to perform further identity checks to ensure the person contacting us is the Account holder.

## 21. Responsible Gaming

1. We believe in providing a 'protected entertainment environment'. It is an important part of our overall customer care program. Gambling in a protected environment should be an exciting and pleasurable experience exclusively for adults. We want you to enjoy your experience, so please play wisely and within your budget. Whilst the majority of people do gamble within their means, for some gambling can become a problem.
2. **Deposit Limits:** We provide you with the ability to set your own preferred deposit limits within the Cashier Section of our Software. Deposit limits can be set for the following periods:
  - Daily
  - Weekly
  - MonthlyAny decrease in the amount you want to allow yourself to deposit will be applied immediately to your Account. However if you wish to increase your Deposit Limits, there will be a 24 hour delay before the change takes effect, during which time you can consider if an increase in your deposit limit is appropriate for you.
3. **Play Limitation Facility:** Please note that this procedure can only be performed online. Any requests to support will be followed by you receiving the procedure to do so. If you need to restrict your account due to you facing issues related to gambling, please let us know when you contact us. We offer a facility to help you if you feel that your gambling is out of control and you would like to restrict the access to your Account. The Player Limitation Facility gives you the option to exclude for a range of options from 24 hours to Indefinite. You can choose whether you want the exclusion to effect only the account you are excluding from or whether it should effect all the accounts (current and future) on our license. If you choose to Self-Exclude and would like it to be an indefinite exclusion or increase the length please contact support following placing your exclusion to request an indefinite exclusion. If you have an active exclusion period and would like to revoke it, please follow the instructions following logging into the casino.
  1. Our Player Limitation options involve a joint commitment from Us and you. According to our policy of protecting those with gambling/spending issues, if you choose to exclude from all accounts (current and future) we will take reasonable steps to prevent you re-opening your Account or opening new Accounts. However, during the period of your exclusion, you must not attempt to re-open your account or to try and open new Accounts.
  2. Having implemented reasonable checks and safeguards to ensure Responsible Gaming, whilst player limitations are active you cannot open an Account, We cannot be held liable to you or any third party if you are able to continue to gamble on any account under our license. In that event, any winnings that will be originated during your suspension period will be null and void.
4. There are many organisations that can provide support and assistance to individuals who develop a problem with gambling. There is a Responsible Gaming section on Our Website with all the details plus you can contact our staff with any concerns/questions you have.
5. Any deposit limits applied to an account are specific for that account. Should you have other accounts on Our license, it is Your responsibility to apply Deposit Limits on all accounts that you require them on.
6. When a Player Limitation request is received You are forfeiting your right to any bonuses, Cashbacks or personal offers that were extended to you prior to the Limitation and We reserve the right to remove any accrued VIP points and reduce the VIP level You are on to the lowest level.
7. **Game Status Reminder:** You can set the number of minutes you will receive a pop-up notification while playing a game, displaying the duration of your gameplay, the amount of your bets, and the value of your payouts. With each notification, you will have the option to either continue playing or log out of the casino.

You can set yourself a Game Status Reminder within your Personal Area of our software. Game Status Reminders can be set for the following periods:

  - 15 minutes
  - 30 minutes

- 45 minutes
  - 60 minutes
8. **Time Limit** is a feature by which you will be logged out after an interval of time of your choice. If you would like to enable this timer, please contact the customer support department.

## 22. Customer Complaints

1. If you wish to make a claim or complaint, as a first step you should as soon as reasonably practicable contact our 'Customer Support Department'.
  1. We kindly ask you that your complaint/claim will be in writing and contain the following information:
    - Account Username
    - Your First Name and Surname
    - Detailed explanation of your complaint/claim
    - Specific dates and times related to your complaint/claim
2. If, having spoken to a member of the 'Customer Support Department', your query or complaint is not resolved, you can ask for the query/complaint to be escalated to a manager or supervisor. Our manager/supervisor will look into your query/complaint in more detail and contact you back with our decision within 96 hours.
3. If you are still unhappy with the decision made by us, and your issue is related to a Gambling Transaction you are welcome to contact eCOGRA who are an MGA authorized Alternative Dispute Resolution (ADR) Company, whose ruling shall be binding.
4. By using the eCOGRA ADR service you agree to submit your request to them in the format requested on their Site and include all the details they request you to include.
5. The eCOGRA policies and procedures, which are detailed on their Site, include the following:
  1. Players must ensure that at least two weeks have passed since the problem began and that all reasonable attempts have been made to negotiate a solution with the approved license holder.
  2. Players may not request assistance if the dispute is being or has been considered by another certified ADR provider or a court.
  3. Players may not request assistance if the dispute arose more than one year ago.
  4. eCOGRA reserves the right to decline any assistance if in eCOGRA's opinion the dispute is frivolous or vexatious. eCOGRA will within 3 weeks of receiving the dispute inform the player and the appropriate approved license holder, together with the reason, should eCOGRA decline the dispute on these grounds.
6. You may also lodge a complaint before the Malta Gaming Authority; Address: Building SCM 02-03, Level 4, SmartCity Malta, Ricasoli SCM1001, Malta, Telephone Number: +356 2546 9000. A Complaint is considered to be a report which includes any aspect of your gaming experience that may be conducted in a manner which is not safe, fair or transparent.

## 23. Affiliations or Interest of Directors, Management and Employees

1. Our employees, managers, directors, agents or consultants and their relatives (including spouse, parent, partner, child or sibling) are not permitted to register or to participate directly or indirectly in any of the Games.

## 24. Copyright

1. All content within this Site, including, but not limited to, text, trade or service marks, graphics, animations, videos, music, audio, logos, icons and images ('Copyright Material') are the property of Us.

2. Except as specified herein, no portion of the materials on these pages may be reprinted, republished or used in any form without Our express written permission. The user obtains no rights to such copyright material and must not use it without Our written permission.

## **25. Links to Third Party Sites**

1. This Site may contain hyperlinks to web sites operated by persons other than Us. Such hyperlinks are provided for your reference and convenience only. You agree not to hold Us responsible for the content or operation of such web sites.

## **26. Account Termination and Suspension**

1. If we suspect fraudulent activity, We may suspend your Account, with or without prior notice to you, in Our sole and absolute discretion.
2. We may, at our sole discretion and for any reason, terminate your Account. If we wish to do so, you will be duly notified and our actions will be explained to you before terminating the Account. Contractual obligations already made shall be honoured.
3. We shall not be liable to you or any third party for any claims or damages arising out of any aforementioned termination or suspension of the Account.

## **27. Notices**

1. Any notice We give to you will be sent to the email address that you provided when you registered your Account. It is your sole responsibility to keep your email address updated and active.
2. Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if sent by email, and (b) five business days after being sent, if sent by registered or certified mail.
3. Each of the Parties hereto shall be entitled to specify a different address by giving notice as aforesaid to the other Party.
4. Any notice You give to Us should be sent to the Customer Support department email address. An email you send which is a reply to a transactional email (e.g. deposit confirmation email, bonus confirmation email) is not an accepted form of contact and is not deemed to have been received by Us.
5. If you suspect/notice an abnormality on your account of any kind you must notify our Customer Support Dept and stop playing until the issue is handled and confirmed to be remedied. If you continue to play before the issue is resolved, we shall have no liability for further losses and no funds will be refunded retrospectively.

## **28. Governing Law**

1. Any dispute arising in respect of, or in connection with, this Agreement, its interpretation, execution, performance, or the Parties and their relationship, shall be governed and determined exclusively in accordance with the laws of Malta, and the courts of Malta shall have sole jurisdiction.

## **29. Limitation of Liability**

1. We shall not be held liable for any damages or losses which may arise out of or in connection to any downtime, server or other technical disruptions which might arise in operation or

- transmission, the Site or its content or any misuse of the same or of the services offered via the Site, any errors or omissions in content, loss or corruption of data, communication or lines failure, unless such loss or damage arises whilst you are benefiting from Our services and such loss or damage arose due to a failure in our systems. In this event Our total aggregate liability shall not exceed the amount of the wagers you placed via your Account in respect of the wager that gave rise to the relevant liability or the actual amount misplaced in your Account where such amount has been misplaced by Us due to a system failure, whichever the case may be.
2. We shall not be liable to you or any third party for any contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from save as expressly provided in this clause 29, or in any way connected with, Your Account, or any third parties, whether direct or indirect, incidental, special or exemplary damages (including, but not limited to, any damages, loss of business profits [including loss of, or failure to receive, anticipated winnings], business interruption, loss of business information, loss of data, loss of goodwill or reputation or any other loss) arising out of, or in connection with, use of the Site or of the services offered via the Site.
  3. Subject to clauses 29.1 and 29.4, such limitation of liability shall apply whether the damages arise from, but not limited to, use or misuse of, and reliance on, the services, inability to use the services, any non-compatibility between the Software and User software or hardware, or any damages caused by or as result of the software, or from the interruption, suspension, or termination of the service (including such damages incurred by third parties), or termination of user Account, to the fullest extent permitted by law.
  4. Our liability shall not be limited or excluded for:
    1. Death or personal injury caused by our negligence;
    2. Fraud or fraudulent misrepresentation caused by Us; or
    3. Any liability which cannot be excluded or limited under the applicable law.

### **30. Indemnifications**

1. Subject to clause 29, you agree to hold harmless and indemnify Us from and against any third party claim arising from, or in any way related to, your use of the services, including any liability or expense arising from all claims, losses, actual damages, suits, judgments, litigation costs and reasonable legal fees, of any kind and nature. In such a case, We will provide you with a notice of such claim, suit or action.

### **31. Entire Agreement, Modifications and Amendments**

1. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between Us and You.
2. Any modifications to the Agreement shall be notified to You and You shall accept the modifications before continuing using Our services. If any future modification is unacceptable to you, you have the right to terminate this Agreement. Any use of the Site by you after such publication on the site shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions.

### **32. Severability**

1. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect.

### **33. Segregated Funds**

1. All players' funds will be kept in a separate bank account from Our ongoing business funds and the players' funds will be protected from third parties' claims even in the event of insolvency. The credit institution is aware of the requirement to separate the players' funds from that of our ongoing business funds and will not to attempt to enforce or execute any charge, write-off, set-off or other claim against the players' funds account, or combine the players' funds with any other bank account in respect of any debt of Ours.

### **34. Jackpots**

1. All jackpot amounts displayed on the casino Site or within the casino Lobby are for information purposes only. The amount of any jackpot is displayed within the relevant game window once the game has been launched.
2. When a jackpot is won it is immediately reset on the server. This happens in real time however the display can sometimes only reset after a short display. Regardless of the Jackpot amount displayed in the game, the server-side Jackpot amount at the time of the win is the award which will be honored.

### **35. Taxes on Winnings**

1. If your jurisdiction requires, You are responsible for reporting your winnings and losses to the tax and/or other authorities in your jurisdiction.

### **36. Prohibited Practices**

1. Prohibited Practices are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect Prohibited Practices and to identify the relevant players concerned if they occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and we alone will decide any action we take in respect of any Prohibited Practices.
2. You agree that You shall not participate in or be connected with any form of Prohibited Practice.
3. If we have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (either detected by us or by our gaming partners and our other suppliers) of any fraud, cheating and collusion practices which are used in the gambling and gaming industry (*including but not limited to "Wonging", "Opposite Betting", "Perfect Pair" Card Counting, Dragon Tiger "Suited Tie" Card Counting or any other Card Counting techniques*) or
4. If You have placed bets and/or played online games with any other online provider of gambling services and are suspected (as a result of such play) of any equivalent to any Prohibited Practice on those other gambling services, or other improper activity.
5. We reserve the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) The rights set out in this paragraph do not affect any other rights (including any common law rights) we may have against You, under the Terms of Use or otherwise.