

# Terms and Conditions

Updated on March 29, 2021

## 1. General Provisions

- 1.1. These terms and conditions (hereinafter – the "Agreement") govern the relations between Company, on the one part, and the Client, on the other part.
- 1.2. The Company's activity is regulated by Curaçao eGaming.
- 1.3. This Agreement as published on the Company's website and its appendices (Privacy Policy, Cookies Policy, rules and additional regulations related to the services used by Client via Company Website or mobile applications) constitute one instrument regulating the relations between the Company and the Client, including in fulfilling the Client's orders on placing bets, charging and withdrawing funds from the Client's account, and regulating disputable situations.
- 1.4. You are allowed to have only one Client Account on this Website. If You attempt to open more than one Client Account, all accounts You try to open may be blocked or closed. Only one Client Account for each household, device, IP address, financial instrument is allowed. Company may perform additional security checks in order to detect multiple accounts.

## 2. Terminology

### **Bet**

A security for a Transaction with the Company expressed in monetary terms.

### **Bet Cancellation**

A situation where the Transaction between the Company and the Client is deemed not closed and the funds are returned to the Client.

### **Transaction**

A risk-based agreement between the Company and the Client the subject matter of which is an Event the probability of which is not known for certain.

**Event**

Any fact of Match the expected probability of which is used by the Company to calculate the coefficient.

**Coefficient**

A value formed by the Company for each Event in the Line based on its expected probability and used for resolving the Transaction.

**Line**

A Group of Events determined by the Company with their Coefficients.

**Match**

A sports competition between two or more sportsmen or teams the Events of which are used to form Lines.

**Client**

An individual over 18 years of age who accept and agree with the Terms and Conditions set out by Company

**3. Betting Rules**

- 3.1. Every Match in the sports world is characterized by numerous things taking place during the course of the Event. Based on its experience and analysis of the Clients' preferences, the Company selects the most significant of the Events that attract the greatest interest.
- 3.2. All Events so selected are further classified with forming Lines and assigning a certain Coefficient to each Event in the Line.
- 3.3. The Company's Clients can use their knowledge and experience in sport to determine the probability of Match Events being of the most interest to them by making Transactions for these Events.
- 3.4. The Company may cancel Transactions with persons who:
  - 3.4.1. are under age;
  - 3.4.2. are participants of the Events (including, but not limited to, sportsmen, trainers, judges, beneficiaries and managers of clubs or other persons who can influence the Events) or act on their behalf;

- 3.4.3. if it is determined that one of the betting participants has several gaming accounts (multiple registration), with the exception of the cases approved by the Company;
  - 3.4.4. do not meet the established regulations or the provisions of this Agreement;
  - 3.4.5. are located in the United States, United Kingdom, Turkey, France, Sweden or any other country with similar legal concept.
- 3.5. The Company shall on an individual basis determined whether it will accept Bets from a certain private individual or not.
- 3.6. Bets for the Events listed on the Company Website may be accepted before the beginning and during the Match, depending on the type of Bet. The date and time of the Match, as well as other information about the Match published on the Company Website are provided for reference only. Resolving the Bets is based on the actual beginning time of Matches and Events determined based on the information from official sources and/or other sources of sports information.
- 3.7. The Company reserves the right to limit the minimum or maximum Bet amount at its sole and absolute discretion.
- 3.8. The Company reserves the right to restrict access to a particular sport at its sole and absolute discretion.
- 3.9. The Company reserves the right to restrict access to any of the sections of the Company Website at its sole and absolute discretion.
- 3.10. The Company reserves the right, at its sole discretion, to cancel Bets when the Client places Bets on the same outcome of an Event.
- 3.11. The Company has the right to regard this as a violation of our Terms and Conditions, which may lead to the closure of the particular sport, betting section or the Client's account.
- 3.12. In a pre-match (where Bets are accepted before the Match starts), the Company may change the terms, cancel or suspend accepting Bets until the announced beginning of the Match.
- 3.13. The Company may suspend accepting Bets during the Match due to any technical errors or if it suspects any fraudulent actions. In case the

technical errors occurred during the broadcast of the Match, the Company reserves the right to void Bets made during the technical errors with Coefficient of 1.0.

- 3.14. The terms of Bets are not fixed, therefore before making a Transaction you should review the up-to-date terms of Bets. Changes in Bet terms shall not apply to previously registered Bets.
- 3.15. A Bet is deemed registered after the Company receives and agrees to fulfill the Client's request. After this procedure, the Client shall forfeit the right to change or to cancel the registered Bet.
- 3.16. A Bet with a positive result is a Bet where the Client's assumptions as to the probability of all its Events are right.
- 3.17. The maximum daily gain for sportsbetting per player payable by the Company is 15,000 Euro or its equivalent in another currency.
- 3.18. The maximum amount that can be withdrawn from casino wins is 125,000 EUR per player per month. The Company may limit the withdrawal limit to 50,000 EUR per month in case the player wins per a single win more than 50,000 EUR or an equivalent sum in a different currency, unless stipulated differently in the Agreement. The daily, weekly and monthly limits of withdrawal can be revised and changed by the Company on a case-by-case basis. Exceptions to these withdrawal rules can be made upon the discretion of the Company.
- 3.19. The financial resolving of Bets shall be based on TV broadcasting and Press Association statistics, except where there is evidence of incorrect statistical data.
- 3.20. If the data (date, time, result, or team name) from various information sources differ, the Company may suspend calculating Bets until the validity of data is ascertained. If the information about the Matches available on the Website differs from TV Broadcasting, the Company shall reserve the right to make calculations based on TV broadcasting.
- 3.21. Resolving Bets shall be based on incorrect data and recalculated and their financial results shall be further adjusted.
- 3.22. Registered Bets may be returned in the following cases:

- 3.22.1. Bet registration took place after the Match began (save for the Bets that can be accepted during the Match);
- 3.22.2. A Bet was registered in the period between the end of the Event and the update of the information about this Event on the Company Website, which means that the Client could already know about its occurrence or non-occurrence;
- 3.22.3. Bet registration based on incorrect information or as a result of technical errors;
- 3.22.4. An abandoned Match was not resumed within 48 hours after its beginning (except for the Bets made for the Events that took place during the Match);
- 3.22.5. The Match is canceled or its official beginning time is postponed by over 48 hours;
- 3.22.6. The Match is not finished within 48 hours after its official beginning and/or is declared void;
- 3.22.7. The Match is not finished, is declared void or is not played in a regular mode (for example, for reasons of its interruption, disqualification, dismissal, or kick-off changes).
- 3.22.8. A Match participant withdraws in the process of the Match (except for the Bets made for the Events that took place before withdrawal and for the Match outcome);
- 3.22.9. The declared participant does not take part in the Match;
- 3.22.10. The Match is transferred to a pitch other than the declared one;
- 3.22.11. The Client provides false information or documents, or other instances of providing knowingly misleading information to the Company;
- 3.22.12. The Client commits any fraudulent actions;
- 3.22.13. The Client fails to meet legal regulations or any provisions or terms hereof.

- 3.23. The revision of Match results following which one of the participants receives a forfeit defeat shall not affect the Bet results calculated immediately after its end based on official information sources.
- 3.24. The Company may deny accepting Bets without notifying the Client in advance, explaining the reasons or paying any compensation.
- 3.25. Special rules are also applied for football betting.

#### **4. Execution, Amendment and Termination of these Terms & Conditions**

- 4.1. Entering into this Agreement with the Company is initiated by the Client through registration on the Company Website. Registration is performed by clicking the 'Join now' button on the Company Website and following the step-by-step instructions. Registration on the Company Website implies the full and unconditional understanding and acceptance by the Client of all the provisions of these Terms and Conditions.
- 4.2. The Company has the right to deny the registration on the Company Website to a Client who is located in a country wherein local legislation restricts, prohibits and/or cannot provide services in the field of gambling, for example the United States, United Kingdom, Turkey, France, Sweden or any other country with similar legal concept.
- 4.3. Entering into this Agreement is coupled with an opening of a Client's account which allows the Client to enter into Transactions with the Company. The Agreement is considered concluded from the moment of the opening of an account for the Client by the Company.
- 4.4. By accepting the terms hereof, the Client confirms their consent to the processing of all their personal data disclosed to the Company for the latter to meet the requirements of law and this Agreement. The consent to personal data processing includes consent to the collection, systematization, accumulation, storage, specification (update or change), use, depersonalization, blocking, destruction, and distribution (transfer) of such personal data to third parties (financial organizations that take measures to ensure compliance with the laws on counteracting the legalization of money from crime and the financing of terrorism, licensing authorities, or state bodies at their request).

- 4.5. Storing of the personal data provided is carried out for the duration of the period of use of the Company Website by the Client but not less than the period established by laws applicable to the Client in relation to the gambling regulations. Consent to the processing of personal data may be revoked by submitting an appropriate written application, except in the events where existing legislation prevents such revocation.
- 4.6. The Company may make amendments to this Agreement on a unilateral basis. The terms and date when a new version hereof will take effect will be specified in a press release on the Company Website or via e-mail. The provisions of the new version hereof shall only apply to the Transactions made after its effective date.

The original text of this Agreement is in English. Any language translations will be based on the original English text. The original English version will prevail, including in case of any conflicts between the original English text and an another language text.

- 4.7. Either party may terminate this Agreement with a preliminary written notice sent to the other party ten (10) business days in advance. Termination of this Agreement shall not affect the Bets opened before its termination for which no results were calculated, or the initiated replenishment or withdrawal operations on the account, or any other rights or obligations that arose before the termination date hereof. Within the terms defined above, Client shall send such written notice to our support service in the Chat to notify Company of termination of this Agreement. To send a message in the support Chat, Client should enter to its account, select HELP DESK from the menu and send a message. Refunds in connection with termination of the Agreement are subject to the rules set out in section 5 of these Terms and Conditions.
- 4.8. The Company may unilaterally terminate this Agreement without a preliminary notice to the Client by canceling all registered Bets and closing the client account, if the Company has grounds to believe that the Client violates any provisions of this Agreement or commits, or attempts to commit, any illegal actions.
- 4.9. The Client is prohibited from using any devices such as robots or other artificial assistants, external programs or mathematical techniques or any manipulative strategies that distort normal gameplay and give the Client an unfair advantage and do not leave place for chance (especially in

roulette games). Any such assistance will be considered by the Company as fraud and unfair gameplay which means that the Company has the right to to close the Client's Account and forfeit available funds.

- 4.10. After this Agreement is terminated, provided the Client is not engaged in any unlawful activities or attempts thereof, the funds free from any liabilities to the Company or other third parties shall be returned from the client account to the Client by any means convenient for the Company.
- 4.11. The Company has a right to terminate this Agreement without a preliminary notice and without giving additional explanations, then available funds on the balance free from any liabilities to the Company or other third parties will be paid out to the payment system used for depositing or any other at the sole discretion of the Company.
- 4.12. Responsible Gambling. If the Client wish to restrict his/her gambling, he/she may use a self-exclusion facility. The self-exclusion facility is voluntary and enables the Client to close his/her Client Account or to restrict an access to his/her Client Account for chosen period.

Closing of a Client Account (total self-exclusion). If the Client want to stop using the Company Website, the Client can use a total self-exclusion facility by closing his/her Client Account. In this regard Client must send a request on closing of his/her Client Account to support service as indicated below. Before the Client self-excludes he/she must close any open gaming sessions. In this case Company also recommends the Client to delete all Company's applications from all Client's devices. Total self-exclusion takes place after all Events to which Transactions were made happened and after Client Account's balance reaches zero. After total self-exclusion the Client has the right to make a request to Company on re-opening the Client Account. With that Company has the right to refuse re-opening the Client Account with no reason giving.

Restriction of the access to Client Account. If the Client want to restrict his/her gambling for the certain period, the Client must send a request on restriction of the access to Client Account with indicating the desired restriction period to support service as indicated below. The minimum restriction period is 1 (one) day. Once the Client Account has been self-excluded, the Client shall not be able to reactivate his/her Client Account under any circumstances until the expiry of the period chosen due to this clause. At the expiry of such period, the Client may re-start to



use the Company Website by contacting Support Service and requesting reactivation of the Client Account. In this case Reactivation of the Client Account will be carried out within 24 hours from the request to Support Service.

Self-exclusion request may be send to our support service in the Chat. To send a message in the support Chat, Client should enter to his/her account, select HELP DESK from the menu and send a message.

Closing or restriction of the Client Account will be performed within 24 hours from the related request being made. Refunds unused balance of funds of the Client are subject to the rules set out in section 5 of these Terms and Conditions. During the self-exclusion period the Client cannot made new Transactions and made payments. Transactions made before the self-exclusion will be considered valid before the Event to which Transactions have been placed.

All attempts to open a Client Account after self-exclusion will be rejected, and deposit and current bets will be tied up.

## **5. Client Account. Payments**

- 5.1. If you want to place a bet on the Company Website, you must deposit monies into your client account opened upon registration.
- 5.2. All available payment methods (including via mobile applications) are described on the Company Website.
- 5.3. The Company Website, and including the service available on it, is not a payee and does not provide payment services. All payments are made through payment agents and/or payment systems (list of payment methods). Payments by other means will not be deemed to have been properly made, the Client is liable for all losses and damages arising out of such failure.
- 5.4. Bets shall be accepted in the amount not exceeding the current balance on the client account.
- 5.5. All of the funds deposited to your Client Account need turned over at least one (1) time before they can be withdrawn. Clients are able to withdraw unused deposited funds from the Company after having turned them over at least one (1) time.

- 5.6. The Bet amount shall be written off the client account after the Bet is registered. If Bets are calculated with a positive result, it shall be entered on the client account.
- 5.7. The funds shall be charged to the client account:
  - 5.7.1. after successful e-mail/SMS verification;
  - 5.7.2. using the methods listed on the Company Website subject to the restrictions the Company may impose on any method from the list;
  - 5.7.3. in the payment currency used by the Client to replenish the client account. In this case, the balance on the client account will be reflected in the currency selected by the Client in the account settings and will be an indicative value the amount of which will depend on the quotations set on the financial market;
  - 5.7.4. to the extent the Client acts as the payer and the payee.
  - 5.7.5. the rules of conducting Transactions and guarantees of the Client have been observed.
- 5.8. The Client account can be deposited in currency selected at the first deposit. Subsequent changes of the selected currency is not available.
- 5.9. A payment system or a payment agent will be entitled to recover additional currency exchange rates or other charges defined by a payment system or a payment agent. Information about recovered charges is shown for the Client on a case by case when making withdrawal.
- 5.10. If the Client is not account holder in payment method used by You for making payment at the Company Website, we reserve the right to treat any deposit into your Client account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant checks.
- 5.11. If You do not have sufficient funds in your client account, You will be unable to place a Bet. Part-pays and/or payment for preceding period and/or payment delay are not intended.
- 5.12. You must monitoring your client account, amounts necessary for making payments, fees and charges withdrawn during deposit.

- 5.13. The Client is responsible for all fees in respect of the Internet connection, his or her computer and related communication equipment.
- 5.14. The Client does not have the right to make a payment in the event that he is located in the territory wherein gambling is prohibited, for example in the United States, United Kingdom, Turkey, France, Sweden or any other country with similar legal concept.
- 5.15. Depositing money into the client account will be made from one (1) to five (5) business days from the moment of actual receipt of funds to the accounts of the Company.
- 5.16. The Company is entitled to return or void any deposit on its own decision.
- 5.17. The funds will be withdrawn from the client account up to five (5) business days after the Company receives the Client's request, provided the following terms are met:
  - 5.17.1. the client account has enough funds for withdrawal including the fees charged by financial institutions;
  - 5.17.2. the withdrawal request includes the method, currency, and account number used by the Client upon depositing monies into a client account;
  - 5.17.3. the withdrawal request contains all information required to make a money transfer;
  - 5.17.4. the Client is a payer and a payee of monies;
  - 5.17.5. the funds on the client account were used in pursuance of this Agreement;
  - 5.17.6. no force majeure occurs.
- 5.18. The Company shall reserve the right to deny withdrawal by the method indicated in the Client's request and to determine the withdrawal method itself.
- 5.19. If the client account is closed, the funds will be withdrawn by the Company to the accounts from which the client account was replenished. If the Client commits any illegal actions with third party funds, the funds on the account will be blocked and will only be returned to their real owner.

- 5.20. Additional terms and rules on withdrawals can be described in the "Limits and fees" section on the Company Website.
- 5.21. For fraud prevention purposes when making payments, including by bank cards or by other payment means, disputing on payments by third parties and investigating such cases, the Company can verify all payments. In such case the Client must provide upon request the following documents:
  - 5.21.1. for establishing your identity and/or verification of your age, your identification documents;
  - 5.21.2. for verification of your address, a bank statement, utility bill, or other documents;
  - 5.21.3. for the validation of a payment transaction or a withdrawal of funds, the documents requested by our partners - payment systems or agents, in accordance with the professional requirements for combating money laundering and illegal financial transactions.
- 5.22. Upon the Company's request, the Client shall provide other documents necessary for the verification of payment (including in the case of a request for a refund). The performance of the refund request can be postponed and/or not satisfied if all the documents necessary for the such performance are not provided, or there are claims of third parties for the amounts on the client account (for example, a return payment on the payment system). If the requested documents are not provided, the Company has the right to suspend the provision of services, including by blocking access to the client account.
- 5.23. Verification process usually may take up to 5 business days, in rare cases longer than this.
- 5.24. We sometimes receive chargeback requests from issuing card providers in relation to accounts. This occurs when a Client claims that the relevant transaction was not undertaken by the Client. If this is claimed by you to your card provider, we have the right to suspend Your Client Account whilst we investigate the chargeback.
- 5.25. If a chargeback request is received, we will contact You to confirm the transaction / investigate the chargeback request. Reminders may be sent

should the requested confirmation not be received. If we are unable to contact You, Your Client Account may remain suspended or be closed.

- 5.26. Sadly, not all chargeback requests are valid and can, when made without basis, constitute a fraud / attempted fraud against the Company. In the case of invalid or false chargeback requests, we will close Your Client Account and freeze the funds.
- 5.27. In case any refund is required to be made by the Company, it will only be made to the same account or using the same means of payment the funds were deposited with only in case the refund is required due to breach of the Agreement by the Company. In case that is not possible due to the limitations of the payment means provider - no refund of the deposits is possible.

## **6. Standard Promotional Terms**

- 6.1.1. Promotional offers may take the form of competition, incentive (for example, bonus offer), prize draws, contest or other form of promotion, or combination of any of these (hereinafter "Promotions"). The form of particular Promotion shall be described in notices communicated by the Company to inform about each Promotion and/or on individual web page of the related Promotion at Company Website. Each Promotion shall be followed by the particular notice.
- 6.1.2. These Standard Promotional Terms (hereinafter - Promotional Terms) apply to all Promotions. Promotional Terms apply together with any specific conditions of any Promotion set out on individual web page of the related Promotion at Company Website or in notices of Promotion (hereinafter "Specific Terms"). Except as otherwise provided, Specific Terms of particular Promotion shall prevail followed by these Promotional Terms set out in clause 6 herein and the provisions of the Agreement but only to the extent necessary to resolve such conflict or inconsistency between Promotional Terms and Specific Terms of particular Promotion. By participating in any Promotion, the Client accepts these rules and obliges to follow them.
- 6.1.3. Except as otherwise provided in the notice of Promotion, participation in each Promotion is open to all the Client of Company

Website with limitation to one per person, family, group of recipients or address to whom the Company send the Promotion notice. Unless otherwise indicated in the Promotion notice, it cannot be transferred to third parties. If the Promotion notice is received by those who was not indicated as its recipients, Promotion offer is null and void. Bonuses do not apply to any deposits in Cryptocurrencies

- 6.1.4. Term of each Promotion will be defined in the applicable Specific Terms. Each Promotion will end automatically at the end of its term. If there is no term of Promotion, such Promotion will end when it is discontinued at Company Website. The Company has the right to change on its own discretion the term of Promotion at any time during its term due to povisions set out in clause 6.4.13 herein.

## 6.2. **Eligibility**

- 6.2.1. The participate in Promotions the Client must:

- 6.2.1.1. be 18 (eighteen) years or more. Accounts opened by anyone under the age of 18 will be deleted by the Company.
- 6.2.1.2. not be a following party: board member, director, officer, employee, consultant or agent of the Company or any of its subsidiaries, parent or associated companies, any of its service providers or vendors, board member, director, officer, employee, consultant or agent of any entities connected with any Promotion, or relatives of any foregoing persons. "Relative" will include a spouse, partner, children, siblings and any person residing in the same place with any foregoing persons.
- 6.2.1.3. not be a resident of any jurisdictions where it is illegal to participate in promotions and/or win cash prize.
- 6.2.1.4. participate in any Promotion only once unless otherwise specified in related Specific Terms of Promotion. The fulfillment of this condition shall be checking by the Company through following: IP-address, email, cookies (if applicable), phone number, coincidence of paying account, shared computer (computer with public access).
- 6.2.1.5. be resident and/or located on the territories of a particular country as set out in the applicable Specific Terms.

- 6.2.1.6. legally use Company Website and its services due to this Agreement.
- 6.2.2. Participation in Promotion is voluntary.
- 6.2.3. Promotions are under the Company's discretion. The Company reserves its right to limit participation in a particular Promotion only to Clients who met particular requirements. The Company is entitled to restrict at its sole discretion the number of applications for participation in Promotions in which multiple participation is permitted.
- 6.2.4. The Company is entitled to notify a Client about his/her ban to participate in Promotions. Such ban shall not apply to Promotions in which a Client is participating at the time of receiving of respective ban notification except in cases when the Client has violated the mandatory requirements for participation in the Promotion. If the Client does not comply with such requirements, the Company is entitled to look for the return of any bonus, payment, award or other prize including from such Client's account.

### **6.3. Fraud. Multiple accounts**

- 6.3.1. The Company is entitled, at its sole discretion, to disqualify any Client who committed a fraud or falsified or attempted to falsify the participation process or the progress of any Promotion, or violated this Agreement, Promotional Terms and/or Specific Terms, or who can, in a reasonable opinion of the Company, damage the Company's reputation and brand or reputation of any company of our group.
- 6.3.2. Fraud, multiple accounts, multiple entries, circumvention of measures to prevent fraud and/or unauthorized access/entry, participation which violates Promotional Terms are prohibited.
- 6.3.3. The Company reserves the right to exclude from Promotions any participant and to ban use of Company Website if the Company considers that a Client has tried to enter by using more than one accounts or engaged in any fraudulent or illegal activity (including activity that violates domestic laws) whether or not the Client would or might won a prize. The Company reserves the right to delete

accounts and refuse to pay bonus/prize or other incentives of Promotions if the Client used multiple entries/accounts.

#### **6.4. Release and withdrawal of bonuses**

- 6.4.1. Bonuses may be released as real-money sum or another kind of incentive. The Company is entitled to control the use of bonuses before the Client is able to withdraw a sum of a bonus.
- 6.4.2. Any bonus or reward issued is valid for a period set out in Specific Terms or in description to bonus/reward issued. In the event of any conflict between bonus/reward period specified for one and the same bonus/reward in Specific Terms and in description of the issued bonus/reward, the bonus/reward period set out in description will prevail. The Company is entitled to withdraw from the Client's account any remaining/unused bonus/reward unless otherwise stated in Specific Terms of each Promotion.
- 6.4.3. All bonuses credited shall be accepted unless otherwise indicated in Specific Terms. Once accepted, a bonus will be credited to the relevant Client's account.
- 6.4.4. The Company reserves the right to set out, at its sole discretion, any additional limitations and requirements on release and/or withdrawal of a bonus in Specific Terms of each Promotion.
- 6.4.5. The Client may only withdraw any funds from his/her account obtained via bonus/incentive when the Client has met the betting restrictions applicable to that bonus/incentive offer.
- 6.4.6. In the event that the Client withdraws funds in respect of which the Client has received or has the right to receive a bonus, without having met any applicable additional limitations and requirement on release and/or withdrawal of a bonus or general eligibility criteria, the Client shall be deprived of the entire bonus and any winnings resulting from this bonus. In this case the Company shall be entitled to deduct this sum from the relevant Client account.
- 6.4.7. Subject to clause 6.4.5 herein, unless otherwise indicated in the applicable Specific Terms, all real money bonuses shall be paid into account of qualifying Clients within the period determined by the



Company on its own discretion or specified in Specific Terms of each Promotion.

- 6.4.8. All Company's offers and bonuses are intended for recreational players only. Any activity which unfairly exploits or manipulates one or more bonuses or promotions offered by the Company, is strictly forbidden. In case where a player or a group of players engage(s) in Prohibited Play in respect of a promotion, the Company may, in its sole discretion: limit the eligibility of those player(s) to participate in the relevant promotion; amend the terms of any bonus or offer; cancel and forfeit that player's or that group of players' offer, bonus eligibility, bonus amount and any associated bonus winnings at any time in respect of that promotion; charge an administration cost on the player up to the value of the deposit bonus or additional payment to cover administrative costs incurred by the Company with respect to any breach of these Bonus Terms to a reasonable level. In any of the above cases where the Company has made a decision that a player is to lose an entitlement to any bonus or bonus winnings following any Prohibited Play, the Company shall provide the player with an explanation of the relevant Prohibited Play in which the player has been engaged.
- 6.4.9. In the event that more than one real money bonus or any excess payment is accidentally paid to a qualifying Client, the Company reserves the right, without prejudice to any other rights under the Promotional Terms, to seek return of the amount of any additional real money bonus or payment from that Client's account.
- 6.4.10. To protect against unfair use of bonuses, the Company reserves the right, at its sole discretion, to apply a maximum bet per round per any valid game to bonus funds and the triggering deposits relating to bonus funds. Any Client found to be abusing such maximum bet limits will lose the entire bonus including any remaining bonus funds and any winnings earned from it.
- 6.4.11. The Company accept no liability in relation to the Client's participation (or inability to participate) in any Promotion, including without limitation any use (or inability to use) any prize to the maximum extent authorized by law, except that the Company does not exclude its liability for personal injury or death caused by the

Company's negligence or for fraudulent misrepresentation or any other liability that may not be limited or excluded by law.

- 6.4.12. If any Promotion cannot be executed as planned including due to technical problems or circumstances beyond our control, the Company shall incur no liability and no bonus, payment or prize will be awarded.
- 6.4.13. The Company is entitled to alter, discontinue or terminate any Promotion or any aspect of it at any time, with or without notice, for any reason, including without limitation if there are any printing, production, distribution or any other error in any Promotion communication or on Company Website, or any error in the preparation for or conduct of any Promotion affecting the result of Promotion or the number of participants or the value of claims.
- 6.4.14. The Company's decision on all matter shall be final and no correspondence shall be entered into.
- 6.4.15. The laws of Curaçao apply to all Promotional Terms. Any disputes or conflicts between the Client and the Company related to or arising of Promotional Terms or any Promotion shall be dealt by the courts of Curaçao.
- 6.4.16. If these Promotional Terms or any applicable Specific Terms are translated into a language other than English, the English version shall prevail where there is any inconsistency.
- 6.4.17. For any questions related to Promotional Terms, please contact our support service in the Chat.

## **7. Limitation of Liability**

- 7.1. The Company provides any information pertaining to sport events, including, but not limited to, news, interviews with experts, and research results, for information purposes only. The Company shall not be responsible for the validity of this information or the Client's decisions relying on it.
- 7.2. The Company shall not be responsible for any damages or losses incurred by the Client in the following instances without limitation:
  - 7.2.1. hardware, software, or communication failures on the Client's side;
  - 7.2.2. failure by the Company to meet its obligations as a result of force majeure;
  - 7.2.3. failure by bank or other financial institutions to meet their obligations to the Company and/or the Client;
  - 7.2.4. access by third parties to telephones, e-mails, personal data, information about the client account or the Client's password resulting from the Client's negligence in their handling or faults in the communication means used to transfer the same;
  - 7.2.5. changes in exchange rates.
- 7.3. By agreeing with the terms of this Agreement, you confirm that you understand that neither the third party processors, which the Merchant uses to process the payments made by the Clients, nor any of its affiliates nor any of its brands, have made or will make any warranty nor representations as to the goods and/or services provided by the Company and the processors and that the processors and its affiliates shall not be liable whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of, or in connection with the products and/or services the Company provides. Moreover, regarding the business relations between the Merchant and the processors, it is hereby declared that their activities are exclusively those related to payment processing.
- 7.4. The Company does not control nor assume any responsibility for any third party websites that contain illegal or defamatory content and that might

include a link to our websites or URLs. The Company does not accept any responsibility from third party websites that contain content such as, but not limited to:

- 7.3.1. Adult Entertainment;
- 7.3.2. Child Pornography;
- 7.3.3. Drug Paraphernalia;
- 7.3.4. Internet Gun Sales;
- 7.3.5. Unlicensed Forex brokers;
- 7.3.6. Sexual Encounter Firms;
- 7.3.7. Unlicensed Money Transmitters;
- 7.3.8. Ammunition Sales;
- 7.3.9. Escort Services;
- 7.3.10. Firearms/Fireworks Sales;
- 7.3.11. Government Grants;
- 7.3.12. Home Based Charities;
- 7.3.13. Loans or other financial services;
- 7.3.14. Pharmaceutical Sales;
- 7.3.15. Pornography;
- 7.3.16. Telemarketing;
- 7.3.17. Tobacco Sales.

- 7.5. The Company shall not be held liable for:
- 7.5.1. any actions/omissions or orders of the Client within the framework of this Agreement;
  - 7.5.2. any indirect or non-material damages, lost profit or opportunities, losses, or expenses that could be incurred by the Client as a result of this Agreement;
  - 7.5.3. any errors contained in the information about the bets.

## **8. Guarantees**

- 8.1. The Client acknowledges and guarantees to the Company that:
- 8.1.1. the Client has carefully read and understood all the provisions of this Agreement and other documents published on the Company Website;
  - 8.1.2. the Client has provided all necessary information and materials at the Company's request;
  - 8.1.3. the information provided by the Client to the Company is true, accurate and complete, and the documents are authentic and valid as of the date of their provision. The Client shall inform the Company of any changes in the submitted information or documents within five (5) business days after they are made;
  - 8.1.4. The Client shall use reasonable efforts to protect its personal data, including access to the Client's Personal Account. The Company shall not be held liable for the loss of the above personal data;
  - 8.1.5. The Client may enter into this Agreement, give orders to the Company and perform their obligations to the Company and third parties in accordance with the laws of the country the Client is a citizen of and the agreements made between the Client and third parties;
  - 8.1.6. The Client shall act in their own name and in their own interests;
  - 8.1.7. The funds on the client account are legally received and are free from any third party claims;

- 8.1.8. The Client shall individually bear the obligations to pay the fees imposed by financial institutes, tax or other mandatory payments, unless this Agreement provides otherwise;
- 8.1.9. The Client is not a participant of the Matches for the Events of which the Client makes Bets;
- 8.1.10. The Client is a person of full age.

## **9. Communication**

- 9.1. The means of communication between the Company and the Client hereunder shall be:
  - 9.1.1. Company website;
  - 9.1.2. E-mail;
  - 9.1.3. Personal Account.
- 9.2. Any message sent to the Client shall be deemed received:
  - 9.2.1. Within 1 hour after it is published on the Company Website;
  - 9.2.2. Within 1 hour after it is sent by e-mail;
  - 9.2.3. Immediately after sending in case of using the internal mail in the Personal Account.
- 9.3. The Client acknowledges and agrees that the Company may communicate with the Client using the details provided by the Client upon registration on the Website or updated later based on the information provided by the Client.

## **10. Force Majeure**

- 10.1. The parties shall be relieved from liability for failure or improper fulfillment of their obligations arising out of this Agreement due to force majeure, including, without limitation, natural disasters, fires, anthropogenic accidents or disasters, accidents on engineering structures or utilities, ddos attacks, mass disorders, military actions, acts of terrorism, riots, civil commotion, strikes, economic and political crises, regulations of state and local authorities preventing the Parties from fulfilling their obligations hereunder, waiver by third parties of their obligations, i.e. extraordinary and insuperable circumstances under given conditions occurring after the effective date hereof.
- 10.2. If the Company assumes there are any force majeure circumstances, it may without any preliminary approval:
  - 10.2.1. suspend accepting Bets;
  - 10.2.2. suspend accepting clients' orders;
  - 10.2.3. suspend or change the application of some or all provisions of this Agreement that cannot be implemented due to force majeure;
  - 10.2.4. block the client account.
- 10.3. Save as directly provided hereunder, the Company shall not be held liable for any damage or losses incurred because of its failure to perform or improper performance of any contractual obligations as a result of force majeure.

## **11. Dispute Resolution Procedure**

- 11.1. Any disputable situations arising between the Company and the Client shall be settled out of court.
- 11.2. The Party claiming an infringement upon its rights may send a complaint to the other Party's e-mail provided there is information about Match results from official sources.
- 11.3. The complaint with respect to a Bet shall be submitted within five (5) business days after the person learned or must have learned about the alleged infringement of rights.

- 11.4. The Company shall confirm receipt of the Client's complaint by e-mail to be sent within five (5) business days from after the complaint is received. The Company shall consider the complaint and make a decision within twenty (20) business days of its receipt.
- 11.5. Clients' complaints shall be considered based on the information available to the Company and the official sources of sport events. The information provided by other companies shall not be taken into account or considered.
- 11.6. If internal inspections conducted by the Company's specialists reveal any signs of illegal actions by the Client, the Company may cancel all registered Bets, block the Client's account, and conduct an additional investigation of such actions, in particular request documents from the Client as may be required for such investigation. If the investigation proves that the Client has not committed any illegal actions, the client account will be unblocked. In other cases, including, but not limited to, non-provision, or provision of an incomplete package of documents, or other attempts by the Client to prevent the additional investigation, the Company may close the Client's account and apply to law-enforcement authorities. This investigation may take up to 30 business days, in some exceptional cases more than 30 business days.
- 11.7. In disputable situations having no precedents, the Company shall reserve the right to make decisions based on its accumulated knowledge and experience.

# **AML Policy**

## **Anti Money Laundering Policy**

### **Introduction**

1. Company organises sportsbetting via the product website (hereinafter the **Website**). The Company is required to have in place adequate measures to prevent its systems from being used for the purposes of money laundering, terrorist financing or any other criminal activity.



## **Objective of the Policy**

1. The Company is fully committed to be constantly vigilant to prevent money laundering and combat the financing of terrorism in order to minimise and manage risks such as the risks to its reputational risk, legal risk and regulatory risk. It is also committed to its social duty to prevent serious crime and not to allow its systems to be abused in furtherance of these crimes.

2. The Company will endeavour to keep itself updated with developments both at national and international level on any initiatives to prevent money laundering and the financing of terrorism. It commits itself to protect, at all times, the organisation and its operations and safeguards its reputation and all from the threat of money laundering, the funding of terrorist and other criminal activities.

## **Obligations**

In order to adhere to the requirements of the prevention of money laundering, the regulations and any guidance notes the Company shall as a minimum:

- appoint one of its senior officers as the designated Money Laundering Reporting Officer (MLRO) whose responsibilities will include the duties required by the laws regulations and guidance notes.
- take reasonable steps to establish the identity of any person for whom it is proposed to provide its service. For this purpose the process for the registration of Clients provided for under the General Terms and Conditions provides for the due diligence process that must be carried out before the opening of a Client Account.
- keep at all times a secure online list of all registered Clients.
- retain identification and transactional documentation as defined in the laws regulations and guidance notes.
- provide initial and ongoing training to all relevant staff so that they are aware of their personal responsibilities and the procedures in respect of identifying Clients, monitoring Player activity, record-keeping and reporting any unusual/suspicious transactions.
- ensure that this policy is developed and maintained in line with evolving statutory and regulatory obligation and advice from the relevant authorities.
- examine with special attention, and to the extent possible, the background and purpose of any complex or large transactions and any transactions which are particularly likely, by their nature, to be related to money laundering or the funding of terrorism.

- report any suspicion or knowledge of money laundering or terrorism financing to the MLRO and, if need, be to the respective Financial Intelligence Analysis Unit (FIAU) responsible for the collection, collation, processing, analysis and dissemination of information with a view to prevent money laundering and combat the funding of terrorism.
- cooperate with all relevant administrative, enforcement and judicial authorities in their endeavour to prevent and detect criminal activity.

**Moreover, the Company shall:**

- not accept to open anonymous Accounts or Accounts in fictitious names such that the true beneficial owner is not known.
- not accept cash from Clients. Funds may be received from Clients only by any of the following methods: credit cards, debit cards, electronic transfer, wire transfer cheques and any other method.
- not register a Client who is under eighteen (18) years of age.
- only register a single account in the name of a particular person: multiaccount practices are strictly prohibited.
- transfer payments of winnings or refunds back to the same route from where the funds originated, where possible.
- not accept a wager unless a User Account has been established in the name of the Client and there are adequate funds in the Account to cover the amount of the wager.
- not accept a wager unless the funds necessary to cover the amount of the wager are provided in an approved way.
- not accept Clients residing or playing from non-reputable jurisdictions.
- not make a payment in excess of two thousand Euro (€ 2,000) out of a User Account to a Client until the Client's identity, age and place of residence have been verified.
- where it deems necessary, verify creditworthiness of the Client with third parties who previously provided any information on the Client.
- if it becomes aware that a person has provided false information when providing due diligence documents, not register such person. Where that person has already been registered, the Company shall immediately cancel that person's registration as a Client with the Company.

## **MINOR PROTECTION**

By registering on the Website and placing a bet you confirm that you have reached the age of 18 or the age required for this type of activity as the minimum or higher age limit at the jurisdiction of your location. By clicking “Join now”, you acknowledge that you are confirming that you are 18 or the required age and indicate your acceptance of our terms and conditions.

The Company does not permit anyone under the age of 18 to open a Client Account or utilise any of the services the Company provides. We take our responsibility in this matter extremely seriously.

The Company reserves the right to verify any Client’s age and to exclude Clients from its services if there are doubts regarding the attainment of the required age. As part of the registration process, individuals are from time to time required to provide a copy of the Client Account holder’s driver’s license to prove the Client is 18 or older.

The Company instructs Clients who have any minors living in their household to review the following parental control software links, which could prove a useful tool, regarding control and restrictions of the content accessible on the devices they have access to, such as:

<https://www.netnanny.com/>

<https://www.cyberpatrol.com/>

<https://www.cybersitter.com/>

<https://www.saferinternet.org>

Also those who have minors living in your household, please do not save your login details so that anyone using the computer can access these or use these. We also advise you not to have your child access your identity documents or bank cards without your knowledge.

For purposes of fraud prevention and restricting underage gambling when making payments, including by bank cards or by other payment means, disputing on payments by third parties and investigating such cases, the Company can verify all payments. In such case the Client must provide upon request the following documents:

- for establishing your identity and/or verification of your age, your identification documents: ID card, driving license, passport, etc
- for verification of your address: a bank statement, utility bill, or other documents;
- for the validation of a payment transaction or a withdrawal of funds: the documents requested by our partners - payment systems or agents, in accordance with the professional requirements for combating money laundering and illegal financial transactions;
- verification process usually may take up to 14 business days, in rare cases more.

PLEASE NOTE THAT ANYONE UNDER THE AGE OF 18 FOUND TO BE USING THIS SITE WILL HAVE ANY WINNINGS FORFEITED AND MAY ALSO BE REPORTED TO THE POLICE.

IN CASE YOU ARE UNDERAGE AND PLAY ON THIS SITE WITH SOMEONE ELSE'S IDENTITY DOCUMENTS YOU HAVE COMMITTED A CRIME AND WILL BE REPORTED TO THE POLICE. IN CASE THIS HAPPENS MORE THAN ONCE ALL OF YOUR WINNINGS AND DEPOSITS WILL BE FORFEITED.