

Terms and Conditions

Last updated: 2024-10-02

Before you start using the Website and gambling services ("Services") offered by the Company, please, read the document below ("Terms and Conditions") and ensure you understand its content. Your use of the gambling services is subject to the following additional rules including, but not limited to DISPUTE RESOLUTION, RESPONSIBLE GAMING POLICY, SELF-EXCLUSION, KYC POLICY, FAIRNESS & RNG TESTING METHODS, PRIVACY & MANAGEMENT OF PERSONAL DATA, ACCOUNTS, PAYOUTS AND BONUSES and AML POLICY (together the "Additional Rules") in each case as updated periodically. Additional Rules, along with the Terms and Conditions, hereinafter referred to collectively as the "Agreement".

These documents constitute a binding Agreement between you and the Company and will govern how the Services are provided, what rights and obligations you have as well as other important matters.

1. General

- 1.1. Neon WIN is owned and operated by Bugago B.V., a company incorporated under the laws of Curacao with the registration number 144825 and registered address Schout Bij Nacht Doormanweg 40, Curacao ("Company", "we", "us", or "our"). Website is licensed and regulated by Curacao authorities.
- 1.2. Any reference to "you," "your," or "user" shall denote any individual who accesses the Website or utilizes the Services under the Agreement
- 1.3. The titles of paragraphs and subparagraphs contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation hereof.
- 1.4. Or – means and/or, i.e. does not exclude any of the options it is used with.
- 1.5. IF YOU DO NOT AGREE TO ANY TERMS OF THE AGREEMENT, YOU SHOULD IMMEDIATELY STOP USING THE WEBSITE.

2. Acceptance of the Agreement

- 2.1. You agree to be bound by the Agreement in its entirety and without reservation by registering with the Company or by using the Services or by marking the *"I accept these Terms and Conditions"* box. By doing any of the foregoing you declare that you are aware of provisions of the Agreement and accept the Agreement.
- 2.2. The Agreement comes into force immediately upon its acceptance. The Agreement remains in force until it is terminated following its terms.

- 2.3. Before proceeding to use our Services make sure that you can give warranties and representations specified in Section 3 of these Terms and Conditions.
- 2.4. Additional terms and conditions may apply to the Services. For instance, some games available on the Website may contain special rules, or the “Cashier” section of the website may detail certain rules regarding your funds (“Special Rules”). You are legally bound by such additional terms and conditions as if they were included in the Agreement. In the event of any inconsistency between these Terms and Conditions, the Additional Rules, and the Special Rules, these documents shall prevail in the following order:
 - 2.4.1. Special Rules;
 - 2.4.2. Additional Rules;
 - 2.4.3. Terms and Conditions.
- 2.5. We reserve the right to amend, modify, update, and change (“Change”) any of the terms and conditions of the Agreement from time to time. We will do our best to notify you of any changes by email. However, we do recommend all users revisit this page regularly and check for possible changes.
- 2.6. Your continued use of the Services after the Change will be deemed to constitute your acceptance of the changes to the Agreement.
- 2.7. The Company (or the respective providers) may Change Special Rules with an immediate effect by making changes to the respective parts of the Website on condition, however, that such amendment will not constitute abuse or manipulation under applicable laws.
- 2.8. The Company reserves the right to suspend, modify, remove, or add Services in part or in full at its sole discretion with immediate effect and without notice.
- 2.9. It remains your responsibility to ensure that you are aware of the correct, current terms and conditions of the Agreement. We advise you to check for updates regularly.
- 2.10. If you have already registered an account and the warranties or representation you gave ceased to be true, or you do not agree to the changes we made to the Agreement you must terminate the Agreement and your account.

3. **Your warranties and representations**

- 3.1. In consideration of the rights to use the Services granted to you, you represent, warrant, covenant, and affirm that both at the time of registration and throughout the duration of your use:
 - 3.1.1. you are of Legal Age as defined in the Agreement, of sound mind, and capable of taking responsibility for your actions;
 - 3.1.2. you are not a Politically Exposed Person or are included in any sanction lists;
 - 3.1.3. you do not have any other active accounts on the Website;

- 3.1.4. you are the rightful owner of the money you deposit to or keep on the Website, and such funds have not been obtained illegally;
- 3.1.5. all details provided by you either during the registration or at any later time, including while making a deposit or withdrawal, are correct and up to date;
- 3.1.6. you are not physically present within the boundaries of Restricted Countries or other countries or territories that prohibit the use of our Services;
- 3.1.7. your use of the Services does not contravene this Agreement or any Applicable laws, and you are always ensuring compliance with all Applicable laws while accessing or using the Services;
- 3.1.8. you fully understand the methods, rules, and procedures of the Services and Internet gambling in general;
- 3.1.9. you agree that it is your responsibility to note the payout rate or odds that apply to each game before you place a bet, and you acknowledge that payout rates and odds change from time to time;
- 3.1.10. you're not suffering from any gambling addiction and you are capable of using the Services responsibly;
- 3.1.11. you are fully aware that there is a risk of losing money when gambling through the Website, you are fully responsible for any such loss, and your use of the Services is at your sole option, discretion, and risk.

4. **Restriction of use**

- 4.1. No one under the age of 18, or any other age as per legal requirements applicable to them ("Legal Age") is allowed to use the Services under any circumstances.
- 4.2. Online gambling may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws of your jurisdiction before registering with the Website and using the Services.
- 4.3. Persons located in certain states which the Company does not service will neither be eligible to open an account with the Company and make any deposits nor use the Services.
- 4.4. Notwithstanding other provisions of the Agreement, the Company is not obliged and will not: (i) inform the user about the existence or content of provisions of Applicable laws forbidding the consumption of Services which are provided on the Website, and (ii) advise on such issues.
- 4.5. The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from gambling on the Internet. The Company does not intend to enable you to contravene Applicable laws.
- 4.6. If you have a child under the Legal Age, you must take special care to ensure that they do not access the Services via your devices. Please:

- 4.6.1. do not share your credentials, credit card, or bank details with minors;
- 4.6.2. do not enable the "Save Password" feature on the login pages;
- 4.6.3. install parental control or internet filtering software on your computers. This software is available at www.netnanny.com and www.cyberpatrol.com. These links are provided solely as a convenience and, hence, we make no warranty nor accept any liability in connection with them.
- 4.7. The Services are intended for your sole personal use only and shall not be used for any professional, business, or commercial purpose. You may not use Services or access the Website on behalf of, or in the interest of third parties.

5. **Your Account**

- 5.1. You must register an account to use the Services. To register an account, you need to complete the steps required by the interface of the Website and, among other things:
 - 5.1.1. provide a valid email address and choose a password that will be used to log in;
 - 5.1.2. confirm your email address. A confirmation letter arrives at your email address following a successful registration on the Website;
 - 5.1.3. provide your personal information such as your name, age, and place of residence as well as other information the Company may require through the interface of the Website or in some other way.
- 5.2. All information you provide to us during the term of this Agreement must be true, complete, and accurate. You are required to promptly notify us of any changes to such information.
- 5.3. You are not allowed to have more than one active account on the Website. Having other accounts ("Double accounts") will result in considerable consequences for you, as specified further in the Agreement.

6. **Account funds**

- 6.1. The Website offers a variety of payment methods which are available in the relevant Website section. Unfortunately, we cannot accept cash from you. Please contact our support team to inquire about the payment methods that are most favorable for your country of residence.
- 6.2. We do not accept third-party payments. You must make deposits only from a bank account, bank cards, e-wallets, or other payment methods that are registered in your name.
- 6.3. Your deposit may not reach your account immediately. Processing of the deposit by a payment processor may take some before it reaches your account.

- 6.4. We reserve the right to charge fees for handling your deposits and withdrawals to and from your account as may be detailed in the Agreement or "Cashier" section of the Website from time to time.
- 6.5. We reserve the right to use third-party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the Services. You agree to be bound by the terms and conditions of such third-party electronic payment processors and/or financial institutions. You agree that the payment processor reserves the right to withhold any payments if the payment processor has reason to believe or any suspicion that you may be or have been engaged in fraudulent, collusion, unlawful or improper activity. All bank expenses/commissions in case of a bank transfer request for a refund to the rightful owner will be covered by the recipient.
- 6.6. You agree not to renounce previous transactions and/or deny/cancel any payments you make that may cause a third party to repay the payment to avoid any legal liability. All bank expenses/commissions in case of a bank transfer request for a refund to the rightful owner will be covered by the recipient.
- 6.7. Funds held in your account shall not attract any interest. The Company may, at any time, set off any positive balances on your account against any amount owed by you to us.
- 6.8. All promotions, bonuses, or special offers are subject to promotion-specific rules ("Promotion rules"). Any complimentary bonus credited to your account must be used in adherence to such terms and conditions.
- 6.9. The withdrawal of funds is handled in accordance with our WITHDRAWAL POLICY. The Company will solely determine a payment method used for withdrawals.
- 6.10. You are solely responsible for recording, paying, and accounting to any relevant government, taxation, or other authority for any tax or other payment that may be accrued on any winnings paid to you.

7. **Use of the Services**

- 7.1. This section outlines a non-exhaustive list of your general obligations and rules you must adhere to. Please read it carefully as violations may cause severe consequences for you.

Good faith

- 7.2. You must use the Services only in good faith towards both the Company and other users of the Services.
- 7.3. You must not in any way abuse or attempt to abuse game rules or Promotion rules, or our Website, including by making use of a software error, loophole, or bug, employing an automated system of any kind (software, bots, etc.) to gain an unfair advantage, using unfair betting patterns or strategies, circumventing the standard house edge in the games on the Website, employing wagering techniques, making chargebacks, renouncing prior payments, etc.

- 7.4. You are expected to be polite and reasonable towards our employees or other representatives.

Access to the Account

- 7.5. You must not allow any third party (including a relative) to use your account, password, or identity to access or use the Services. You must not reveal your account username or password to any person, as well as take all steps to ensure that such details are not revealed to any person. You will be fully responsible for any activities undertaken on your account by a third party if it gains access.
- 7.6. You shall inform us immediately if you suspect that your account is being misused by a third party and/or if any third party has access to your account username or password. You should immediately report to the Company any possible hacking attempts or security breaches from your device. We need this information to be able to investigate such matters. You undertake to cooperate with us in the course of such investigations.

No transfer

- 7.7. It is strictly forbidden for a user to sell, transfer, or acquire accounts to or from another user or unless otherwise provided in the Agreement transfer funds from their account to another user's account.
- 7.8. You are not allowed to use the Services as a money transfer system.
- 7.9. Transfer any claims or right of action of users or elements related, such claims as, however not limited to: accounts, credits, funds, winnings and other entitlements is strictly prohibited on the penalty that these potential claims shall lapse.

No intentional disconnection

- 7.10. You are not allowed to intentionally disconnect from a game while playing on the Website. We have developed and employed elaborate methods that enable us to seek out and accurately identify users who intentionally disconnect during a game.

Illegal activities

- 7.11. You shall not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under Applicable laws.

Prohibited system interactions

- 7.12. You are prohibited from doing or attempting to do the following ("Prohibited system interactions"):
- 7.12.1. changing, editing, modifying, adapting, restructuring, copying, distributing, or selling the Website in whole or in part for any purpose, or accessing the source code of the Website;

- 7.12.2. abusing, harming, interfering with, or disrupting the Services — for example, by accessing or using them in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing our systems or protective measures;
- 7.12.3. engaging in any form of automated data collection, extraction, or scraping from the Website, including but not limited to the use of bots, spiders, or other automated means. This prohibition extends to any method that could be used to access, acquire, copy, or monitor any portion of the Service or any content therein without the prior written consent of the Company;
- 7.12.4. sending automated queries of any sort to the Website without express permission in advance from the Company.

No circumvention

- 7.13. We have developed and employed sophisticated proprietary technology and methodologies intended to seek out and identify users making fraudulent or unlawful use of the Services. You shall not break into, access, or attempt to break into or access or otherwise circumvent the Company's security measures.

No collusion

- 7.14. You are not allowed to collude with other users or third parties in any way, including by engaging in wagering as a group or other techniques of such nature.

Updating your details

- 7.15. You must ensure that all information you have provided to us is true, correct, and up to date. If such information becomes obsolete, you must update this information without undue delay, but in any case, no later than your first use of the Services after the corresponding changes occurred.

Reporting

- 7.16. You must immediately notify the Company and provide the Company with reasonable assistance in corresponding investigations if you become aware that any other users engage in activities prohibited under this Agreement.

Non-disparagement

- 7.17. You shall not commit any acts or display any conduct that damages the reputation of the Company throughout your use of the Services.

8. Closing of the Account

- 8.1. You may terminate the Agreement and your account at any time by sending an email to the Support team with the word “TERMINATION” in the email subject line. Such termination will take effect upon the Company terminating your account. We will normally do that within 7 business days after the receipt of the request. We may extend this deadline to perform certain checks, verifications, or investigations as provided for in the Agreement,
- 8.2. To ensure anti-fraud measures, prevent money laundering, and detect the financing of terrorism and abuse on the part of the User, we reserve the right to perform certain checks, verifications, or investigations. We are entitled to request updated documents from you, confirmation of the source of funds, and self-verification with your updated documents, even if you have passed verification in the past. Please note, that all the provisions of the Section 9 of these Terms and Conditions apply as well.
- 8.3. Please be informed that you are obliged to confirm your choice to terminate the account after the initial request was made to ensure that this is your decision and it was done consciously.
- 8.4. You remain responsible for any activity on your account until we terminate it.
- 8.5. Upon the termination of the Agreement following this Section, except as otherwise provided in the Agreement and subject to any rights or obligations which have accrued before termination, neither party shall have any further obligation to the other under the Agreement. Certain provisions are designed to survive the termination, such as those related to the compliance checks, liability or limitation thereof, withdrawal of funds etc.

9. KYC

- 9.1. The Company may at any time request you to provide certain information to verify that your use of the Services does not contravene this Agreement and any Applicable laws. We may request:
 - 9.1.1. documents confirming your name, address, and age, such as a passport or identity card, and proof of address (e.g. a utility bill or bank statement), details of payment methods you use;
 - 9.1.2. information regarding your source of funds, financial standing, occupation, and other similar details, as well as documents confirming the aforementioned details;
 - 9.1.3. other information and documents we may be obliged to collect to stay compliant with applicable laws or confirm your compliance with the Agreement and the applicable laws.
- 9.2. We reserve the right to perform background checks on any user and request any relevant documentation, for any reason, including (but not limited to) any investigation into the identity of the user, any credit checks performed on the user, or any inquiries into the user's personal history. The basis for such investigations depends on the specific case but could include (but is not limited to) verification of

the user's registration details, such as name, address and age, occupation, and verification of the user's financial transactions, financial standing, and/or gaming activity. The Company is under no obligation to advise the users of such an investigation taking place. Such activities may include the use of specific third-party companies performing investigations as required.

- 9.3. We reserve the right to run credit checks on all users with third-party credit agencies, based on the information provided to us at registration or at any later time.
- 9.4. If you refuse to provide the requested information or documents, or if we suspect that the information or documentation you provided is false, incomplete, or forged, or in other cases based on checks or investigations detailed herein, we reserve the right to take appropriate actions, as specified in the Agreement.
- 9.5. You hereby authorize us to verify any of the information or documents you have provided pursuant to this Agreement or otherwise in connection with the use of the Services. Any of the aforementioned materials will be stored and retained for a period specified in the PRIVACY & MANAGEMENT OF PERSONAL DATA and that this communication serves as evidence in the event of any disagreement

10. Your liability, suspensions, temporary measures

Violation of the Agreement

- 10.1. The Company may, in its sole discretion, restrict access to your account or its features, suspend your account, or terminate this Agreement and your account immediately with or without notice ("Measures") if you breach this Agreement, or if your representations and warranties are false or cease being true, or if the Company suspects any of the foregoing. This includes, but is not limited to the following:
 - 10.1.1. you have one Double account or more;
 - 10.1.2. you provided incorrect or incomplete information or documentation or failed to provide information or documents following 30 calendar days from the respective request under this Agreement or applicable laws, or you refused to provide the foregoing, or you failed to update the provided information or documentation in due time, or we are unable to verify information or documents provided by you;
 - 10.1.3. the name on your account does not match the name on the debit cards or other payment accounts used to bet and deposit with the Website;
 - 10.1.4. you have allowed, intentionally or unintentionally, another person to use your account, or you have used your account on behalf or in the interest of the third party, or misused your account by any other means;
 - 10.1.5. the Company, at its sole discretion, deems that your behavior, via telephone, chat, email, or otherwise, has been abusive or derogatory towards any of the Company's representatives.

- 10.1.6. you're suffering from gambling addiction, exhibiting compulsory behavior, chasing losses, using Services for an abnormally long time or otherwise exhibit erratic patterns.

Illegal Activities, fraud and abuse

- 10.2. The Company may, in its sole discretion, apply the Measures or inform the relevant authorities, financial institutions, or other third parties concerned if you have engaged in fraudulent or illegal activity, or if the Company suspects any of the foregoing. This includes but is not limited to the following:
 - 10.2.1. money laundering;
 - 10.2.2. use of funds obtained illegally;
 - 10.2.3. use of stolen bank cards or other such payment means;
 - 10.2.4. cheating, collusion with other users, exploiting the game rules, Promotion rules, or the Website, circumventing our systems, engaging in Prohibited system interactions, or employing unfair betting techniques, or engaging in other activity of similar nature;
 - 10.2.5. you're below Legal Age;
 - 10.2.6. you are a Politically Exposed Person or included in any sanction lists;
 - 10.2.7. you use our Services from a Restricted Country, or from another country or territory that prohibits you from using our Services, or if it's otherwise illegal for you to use our Services in any way under Applicable laws.

Associated accounts

- 10.3. We may terminate this Agreement and your account immediately and without notice If your account is in any way associated with, or related to, any existing account that was terminated per provisions of this Section (safe for provisions concerning Restrictions through no fault of the user or Winding Up) or any account suspended or terminated following our SELF-EXCLUSION POLICY.

Financial measures

- 10.4. Without prejudice to any other remedies available, we may limit or suspend any transactions with account funds, including pending withdrawals or refunds, cancel transactions, void winnings, bonuses, or similar benefits ("Benefits"), apply contractual penalties, or take other actions of a similar nature ("Financial Measures"), as follows:
 - 10.4.1. we will cancel all transactions made from or to the Double Account, as well as void any Benefits you have obtained through the use of the Double account;

- 10.4.2. in cases provided for in c. 10.2 of these Terms and Conditions, we may use, at our sole discretion, any of the Financial measures, including charging contractual penalties in the amount of the positive balance on your account or part thereof;
 - 10.4.3. we will void the respective Benefits and return the respective deposit to the owner of the payment account, if you deposited funds using payment means of any nature that are not registered in your name or otherwise do not belong to you, or if we suspect the foregoing.
 - 10.4.4. we may apply appropriate Financial measures in other cases required by the applicable laws or provided for elsewhere in the Agreement.
- 10.5. We may deduct any of the amounts you owe to us as a result of the application of the Financial measures or other legal remedies from your account balance, or your future deposits, or set off them against other funds we might owe to you.

Temporary measures

- 10.6. We may restrict, at our sole discretion, access to your account or its features, suspend your account, limit, suspend, or freeze any transactions within the account, including any withdrawals or refunds:
- 10.6.1. for the period of our pending request for information or documents;
 - 10.6.2. for the period of our checks or investigations performed per Section 9 of these Terms and Conditions or for the period of those checks or investigations or similar procedures that we are required to do under applicable laws;
 - 10.6.3. limit or suspend any transactions with account funds, including pending withdrawals or refunds in cases provided for in cc. 10.1.2. – 10.1.4. of these Terms and Conditions – until the resolution of such cases.

Compliance with laws

- 10.7. We may apply any of the Measures or Financial Measures or take other appropriate action if we are required to do so under applicable laws.

Restrictions through no fault of the user

- 10.8. In the absence of the violation of the Agreement we may ("Restrictions through no fault of the user"):
- 10.8.1. limit or suspend your ability to make deposits on the Website at our sole discretion, including based on the information or documents you provided or based on the checks or investigations specified in Section 9 of these Terms and Conditions;

- 10.8.2. void any Benefits, if you receive them because of any error made by us or on our behalf (whether technical or manual) in calculating, allocating, or distributing the Benefits;
- 10.8.3. terminate this Agreement and your account immediately and without notice for other grounds we see, at our sole discretion, reasonable.

Winding up

- 10.9. In the event of the Company suspending or terminating its Services, or undergoing similar procedure, including due to the right to provide the Services being withdrawn from the Company ("Winding Up"), we may apply any of the Measures.
- 10.10. We will notify you reasonably in advance about the Winding Up and measures we will take by publishing the relevant information on the Website.
- 10.11. Following the notification above you will be able to withdraw your funds pursuant to the subsection "Consequences of termination" and other relevant provisions of the Agreement.
- 10.12. We reserve a right to derogate from the procedure above if we are required to do so under applicable laws.

Consequences of termination

- 10.13. Subject to the exceptions provided in this Agreement and after offsetting any debts owed to us, we will refund any remaining balance in your account upon your request and within a reasonable period after applying any of the Measures.
- 10.14. Upon the termination of the Agreement following this Section, except as otherwise provided in the Agreement and subject to any rights or obligations which have accrued before termination, neither party shall have any further obligation to the other under the Agreement. Certain provisions are designed to survive the termination, such as those related to the compliance checks, liability or limitation thereof, withdrawal of funds etc.

Other measures

- 10.15. You agree to fully indemnify, defend, and hold the Company, its partners, and their respective companies and officers, directors, and employees harmless from and against all claims, demands liabilities, damages, losses, costs, and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:
 - 10.15.1. violation of Agreement, Applicable laws, or rights of third parties;
 - 10.15.2. use of the Services by you or any other person accessing the Services or through your user identification, whether with your authorization or without it; or
 - 10.15.3. acceptance of any winnings from the Services.

- 10.16. You must provide compensation immediately following the respective request from the Company.
- 10.17. We reserve a right to employ other remedies, available under applicable laws, including initiating proper legal proceedings.

11. No warranty. Limitation of Liability

- 11.1. THE SERVICES AND THE WEBSITE ARE PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OF THE SERVICES OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH YOU.
- 11.2. THE COMPANY MAKES NO WARRANTY THAT SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.
- 11.3. A MALFUNCTION VOIDS ALL BENEFITS. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO ACCOUNT SETTLEMENT OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR BONUSES OR ANYTHING ANALOGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT OR SOFTWARE, THE COMPANY SHALL IN NO WAY BE LIABLE TO YOU AND THE COMPANY SHALL VOID ALL GAMES IN QUESTION AND BENEFITS (WHENEVER SUCH SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES ARE DISCOVERED) IN RELATION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS EXCEPT THAT THE COMPANY IS NOT REQUIRED TO PROVIDE ANY BACKUP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.
- 11.4. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE WEBSITE.
- 11.5. The Company shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third parties, use of the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss, even where we have been notified by you of the possibility of such loss or damage).
- 11.6. In particular, the Company shall not be liable to you or any third party for any modification to, suspension of, or discontinuance of the Services, or for any loss

suffered by you resulting from any changes made to the Agreement, Special Terms pursuant to the Agreement or applicable laws.

- 11.7. The Company shall not be liable in contract, tort, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use, of any link contained on the Website. The Company is not responsible for the content contained on any Internet Website linked to from the Website or via the Services.
- 11.8. The Company is not responsible for:
 - 11.8.1. your gambling losses;
 - 11.8.2. any loss caused to you by any failure of your computer equipment, telecommunications network or internet access;
 - 11.8.3. any losses incurred by you as a result of misuse of your password by any person or for any unauthorized access to your account and all transactions where your username and password have been entered correctly will be regarded as valid, whether or not authorized by you;
 - 11.8.4. any unauthorized use of credit cards, irrespective of whether the credit cards were reported stolen;
 - 11.8.5. other issues as provided for herein.
- 11.9. Nothing in the Agreement will operate to exclude any liability of the Company for death or personal injury that is caused by the Company's negligence.
- 11.10. While the Company has an interest in the actions specified below, it assumes no obligation to:
 - 11.10.1. check whether users are using the Services following the Agreement, as updated from time to time;
 - 11.10.2. to investigate or pursue any complaints made by a user against any other user using the Services or take any other action in connection therewith or take any action against a user for any reason, including without limitation for violating the terms of the Agreement;
 - 11.10.3. maintain account names or passwords. The Company shall not be liable for your misplacing, forgetting, or losing your account name or password for any reason other than the Company's negligence.

12. **Dispute Resolution and applicable law**

- 12.1. The Company takes all complaints and disputes seriously and is dedicated to handling them in a fair, transparent, and timely manner.
- 12.2. If you disagree with the outcome of any game of chance or disagree with other issues related to our Services, you can file a complaint by contacting our Customer Support pursuant to our DISPUTE RESOLUTION policy.
- 12.3. You must follow the deadlines below to file a complaint:

- 12.3.1. complaint regarding the outcome of any game of chance must be filed within **7 calendar days** of the respective game session;
- 12.3.2. complaint regarding any other matter arising out of our Services must be filed within **1 calendar month** of the event, giving rise to the complaint.
- 12.4. Without prejudice to the provisions of the DISPUTE RESOLUTION policy, we undertake to review your complaint and notify you of the decision within **14 business days** of you making a complaint.
- 12.5. The Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the **laws of Curacao**. The parties agree that any dispute, controversy, or claims arising out of or in connection with the Terms and Conditions, or their breach, termination, or invalidity, shall be submitted to the exclusive jurisdiction of Curacao ("Forum").
- 12.6. Before referring the Dispute to the relevant forum you must first try to resolve it by approaching the Company pursuant to the Complaint procedure specified above and in the DISPUTE RESOLUTION policy.
- 12.7. The statute of limitations for referring of the Dispute to the Forum shall be **365 calendar days** following the event that gave rise to the Dispute (e.g. game session, decision by the Company, etc.). Failure to refer the Dispute to the relevant forum within the stated deadline for any reason shall render your claims, rights, or entitlements to compensation, damages, or expense unenforceable.

13. Restricted Countries

Users from the following countries and their territories ("Restricted Countries") are not allowed to deposit and play real money games: Afghanistan, Anguilla, Aruba, Australia, Bonaire, Curaçao, Lithuania, Israel, Iran, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Spain, Turkey, United Kingdom, Ukraine, United States of America or the USA dependencies, China, Iraq, Syria, Hong Kong, Yemen, Central African Republic, Sudan, Liberia, Somalia, Republic of the Congo, North Korea, Eritrea, Sierra Leone, South Sudan, Burkina Faso, Niger, Nigeria, Saba, Singapore, Russia, the Netherlands, United Arab Emirates, Statia. The Casino cannot guarantee the successful processing of withdrawals or refunds in the event that the user breaches this Restricted Countries policy. We reserve the right to refuse customers from any other country over and above the aforementioned jurisdictions at our own discretion.

14. Miscellaneous

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

- 14.2. No waiver by us of any terms of the Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the Agreement.
- 14.3. Unless otherwise expressly stated, nothing in the Agreement shall create or confer any third-party rights or benefits.
- 14.4. The Agreement contains the entire agreement between the Company, and you relating to your use of the Services and supersedes any prior agreement between the Company and you about the same. You confirm that, in agreeing to accept the Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company to the Agreement.
- 14.5. The Company reserves the right to transfer, assign, sublicense, or pledge the Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction the Company may be involved in. You may not transfer, assign, sublicense, or pledge in any manner whatsoever any of your rights or obligations under the Agreement.
- 14.6. Subject to applicable laws and regulations, the Company may outsource to third parties any or all of the Services it provides under the Agreement.
- 14.7. Nothing in the Agreement shall be construed as granting you any security interest whatsoever over the assets of the Company, including for the avoidance of doubt over any amounts standing to the credit of your account.
- 14.8. The Company is regulated by the laws and gaming regulations of Curacao. You acknowledge that the Company may be bound to disclose certain information about you and your account to the relevant authorities under applicable laws.
- 14.9. Customer service and special promotions will be handled as follows
 - 14.9.1. Service quality assurance calls made by you to the customer service department may be recorded.
 - 14.9.2. You hereby expressly consent to the Company using the contact details provided by you at registration to occasionally contact you directly about your use of the Services or any other products or services offered by the Company, its partners, or affiliates from time to time (our legitimate interest).
 - 14.9.3. The Company may, from time to time, offer you special promotions. These promotions may be notified to you by various means, including but not limited to (i) email, (ii) telephone, (iii) SMS, and (iv) additional windows opening within the Website.
 - 14.9.4. We will provide you with an opt-out option concerning various types of communications from the Company. The Company respects your wish to opt out from communications.
- 14.10. This Agreement is made in English. It may be provided to you in other languages as well. In case of discrepancies between the versions, the English version shall prevail.

