

INTRODUCTION

1.1. By using and visiting any section of Fortunica Casino ("Website") or by opening an account on the Website, you agree to be bound by: Terms and Conditions, the Privacy Policy, any terms and conditions of promotions (Bonus T&C), any game rules, bonuses and special offers, which may be found on the Website from time to time. All of the terms and conditions listed above shall together be referred to as "the Terms". Please read the Terms carefully before accepting them. If you do not agree to accept and be bound by the Terms, please do not open an account or continue to use the Website. Your further use of the Website will constitute your acceptance of the Terms.

1.2. In the event of any discrepancies, the English version of these terms and conditions shall take precedence over all the other versions.

2. PARTIES

2.1. Fortunica Casino references in the Terms to "us", "our," "we" or "the Company" are references to Fortunica Casino, unless otherwise expressly specified.

3. CHANGES TO THE TERMS

3.1. The Company reserves the right to amend, modify, update and change any of the Terms for a number of reasons, including legal, commercial or customer service. The most up-to-date Terms and their effective date are available on the Website. We will notify the player of any such amendment, modification or change by publishing the new version of the Terms on the Website. It is the responsibility of the player to make sure that he/she agrees to the current Terms and Conditions, and the Company advises the player to follow the updates on a regular basis. The Company reserves the right to modify the Website, services and software and change the system specification requirements necessary to access and use the services at any time and without prior notice.

3.2. If any change is unacceptable to you, you may either cease using the Website, and close Your Account by complying with paragraph 12 of the Terms. Your continued use of any part of the Website after the date on which the Terms are stated to come into effect will be deemed to be your binding acceptance of the revised Terms, including any additions, removals, substitutions or other changes to the identity of the Company in paragraph 2.1 of the Terms, whether or not you have had notice of, or have read, the revised Terms.

4. LEGAL REQUIREMENTS

4.1. No-one under the age of 18 or the age of legal consent for engaging in the activities included in the services under the laws of any jurisdiction, whichever is higher ("Legally of Age") may use the services under any circumstances and any person not Legally of Age who uses the services will be in breach of the terms of this Terms. The Company reserves the right to request proof of age at any stage to verify that persons not Legally of Age are not

using the services. The Company may cancel a person's account and exclude a person from using the services if proof of age is not provided or if the Company suspects that a person using the services is not Legally of Age.

4.2. Internet 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. Use of the services on the Website is at your sole option, discretion and risk, and you are solely responsible for ascertaining whether it is legal in your jurisdiction.

4.3. The Company does not intend to enable you to contravene applicable law. You represent, warrant and agree to ensure that your use of Website services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Website services by you.

4.4. The Company does not permit accounts to be opened by customers located or domiciled in Afghanistan, American Samoa, Aruba, Bonaire, Brazil, Cyprus, Curacao, Democratic People's Republic of Korea (North Korea), Ethiopia, Egypt, France, Guyana, Guam, Iraq, Iran, Italy, Israel, Malta, Netherlands, Laos, Samoa, Saudi Arabia, Russia, Saba, Serbia, Singapore, Spain, Statia, St. Maarten St. Eustatius, Myanmar, Syria, Sri Lanka, Ukraine, Uganda, United States of America, Vanuatu, Venezuela, Trinidad and Tobago, Turkey, Yemen. This list of jurisdictions may be changed by the Company from time to time with or without notice. You agree that you are not allowed to open an account, nor attempt to use Your Account if you are based in this jurisdiction.

4.5. You are fully responsible for any applicable taxes and fees resulting from proceeds gained from the use of the Website. If winnings are taxable in your jurisdiction, you are required to keep track and report the winnings to the appropriate authorities.

4.6. Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction.

4.7. The Company shall not issue any certificates, documents, references or receipts regarding records onto Your Account. The records could be found electronically in Your Account.

4.8. Cardholder's responsibility to know the laws concerning online gambling in his or her country of domicile.

4.9. Participation of minors in offered on this website activities is prohibited.

5. OPENING YOUR ACCOUNT

5.1. In order to open an account ("Your Account") to use the Website services, you should provide your e-mail address, choose a password and fill-out the information required to complete the registration by providing us with personal information, including your name, date of birth and phone number.

5.2. To verify your identity, the Company reserves the right to request, at any time, satisfactory proof of identity. Failure to supply such documentation may result in suspension of the account.

5.3. You certify that you have provided accurate, complete and true information about yourselves upon registration and will maintain the accuracy of your information by promptly updating any registration information that may have changed. Failure to do so may result in account closure, account limitations or voiding of any transactions.

5.4. If you have any questions or if you encounter any problems during registration, you can contact Support Service by sending an email to support@fortunica.casino

5.5. You may only open a single account (Main) on the Website. Any other account you open on the Website will be considered as a “Duplicate Account”. All Duplicate Accounts as well as the Main account may be immediately closed by us and:

5.5.1. all transactions made from the Main and/or Duplicate Account will be made void;

5.5.2. all stakes or deposits made using the Main and/or Duplicate Account will not be returned to you;

5.5.3. any deposits, winnings or bonuses which you have gained or accrued during the time the Duplicate Account was active will be forfeited and may be reclaimed by us, and any funds withdrawn from the Main and/or Duplicate account shall be returned to us on demand.

5.6. It is your responsibility to inform us about the fact that you are Politically Exposed Person. Please do so by contacting our support team via e-mail support@fortunica.casino after you have completed your registration. Politically Exposed Persons are the following individuals:

- heads of State, heads of government, ministers and deputy or assistant ministers;
- members of parliament or of similar legislative bodies;
- members of the governing bodies of political parties;
- members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- members of courts of auditors or of the boards of central banks;
- ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- members of the administrative, management or supervisory bodies of State-owned enterprises;
- directors, deputy directors and members of the board or equivalent function of an international organisation.

5.6.1. Politically Exposed Persons will be subject to additional verification procedures as set out in clause 6.6 of these Terms.

5.6.2. Politically Exposed Persons and the customers from the high-risk jurisdictions (for example, those present in the sanctioned countries list or from the countries with the

non-stable political environment) will be subject for additional verification measures. Such customers will need to provide the documents explaining from where their income originates.

6. VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING REQUIREMENTS

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

6.1.1. You are not under the age of 18 or any legal age required for gambling or gaming activities under the law or jurisdiction that applies to you;

6.1.2. You are the rightful owner of the money in Your Account and all details provided by you to the Company either during the registration process or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name on the credit/debit cards or other payment accounts to be used to deposit or receive funds in your account;

6.1.3. You are fully aware that there is a risk of losing money when gambling by means of the services and you are fully responsible for any such loss. You agree that your use of the services is at your sole option, discretion and risk. In relation to your losses you shall have no claims whatsoever against the Company;

6.1.4. You fully understand the methods, rules and procedures of the services and Internet gambling in general. You understand that it is your responsibility to ensure the details of bets and games are correct. You will not commit any acts or display any conduct that damages the reputation of the Company.

6.2. By agreeing to the Terms, you authorize us to undertake any verification checks we may require or that may be required by the third parties (including regulatory bodies) to confirm your identity and contact details (the "Checks").

6.3. During these Checks, we may restrict you from withdrawing funds from Your Account.

6.4. If any of the information that you provide to us is untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of contract and we reserve the right to terminate your account immediately and prevent you from using the services, in addition to any other action that we may choose to take.

6.5. If we are unable to confirm that you are at the Legal Age then we may suspend Your Account. If in fact you were under the Legal age at the time you made any gambling or gaming transactions, then:

6.5.1. your Account will be closed;

6.5.2. all transactions made during that time will become void, and all related funds deposited by you will be returned after reaching a Legal Age;

6.5.3. any stakes or bets made during that time will be void;

6.5.4. any winnings which you have accrued during that time will be forfeited from you and you will be required to return to us all funds that were withdrawn from Your Account.

6.6. When making large deposits we may request the SOF (Source of Funds). To verify your source of the funds, we may ask you to provide additional information and documents that show you have sufficient funds to support your gambling activity. This may include information such as your salary or occupation, supported by relevant documentation such as a copy of your bank statement, etc.

7. USERNAME, PASSWORD AND SECURITY

7.1. After opening Your Account, you must not disclose your username and password to anyone else. If you have lost or forgotten Your Account details, you may recover your password by clicking on the "Remind Password" link below the login window.

7.2. You are entirely responsible for maintaining the confidentiality of your password and you have sole responsibility for any and all activities that occur under your account. You remain liable for losses incurred by yourself or a third party on Your Account.

7.3. You must notify The Company immediately of any unauthorized use or theft of Your Account or any other breach of security. If requested, you agree to provide The Company with evidence of such theft or unauthorized use. The Company will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge.

8. DEPOSITS AND WITHDRAWALS TO/FROM YOUR ACCOUNT

8.1. If you wish to participate in betting or gaming using the Website, You must deposit money into Your Account.

8.2. You undertake that:

8.2.1. all money that you deposit in Your Account is untainted with any illegality and, in particular, does not originate from any illegal activity or source;

8.2.2. all payments made into your account are authorized and you will not attempt to reverse a payment made into Your Account or take any action which will cause such a payment to be reversed by a third party, in order to avoid any legitimate liability. Violation of the term leads to an indisputable account closure.

8.3. The Company does not accept 3rd party deposits, i.e. a friend, relative, partner, husband or wife. You must deposit from an account/system or credit card that is registered in your own name and ensure that your payment requisites are used for the deposits exceptionally to your own account. You to use the payment details of third parties for the

withdrawal of funds, as well as not to provide your payment details for the withdrawal of funds from third party accounts. If we discover during our security checks a violation of this clause, all winnings at the Website will be forfeited and sent back to the Company, and the accounts will be blocked.

8.4. If a bank transfer is required to return the money to the rightful owner, all bank charges will be borne by the receiver.

8.5. You are allowed to use only one phone number if you wish to add money to Your Account with paid SMS. You should indicate this phone number in your profile. Only half of the added sum goes to Your Account. The Company does not allow the users to take loans from cell phone operators who allow this type of service, even if the operator allowed that. You cannot make sms deposits with such loans with negative balance. Users violating this rule are blacklisted, and gamers' accounts are blocked without a withdrawal option.

8.6. We do not accept cash funds sent to us. We reserve the right to use third party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the services. To the extent that they do not conflict with the terms of this Term, you agree to be bound by the Terms of such third party electronic payment processors and financial institutions.

8.7. In case of suspicious or fraudulent payment, including the use of stolen credit cards, chargebacks or any other fraudulent activity, the Company reserves the right to block Your Account, reverse any made pay-out and recover any winnings. We are entitled to inform any relevant authorities or entities of any payment fraud or other unlawful activity and may employ collection services to recover payments. However, under no circumstances shall the Company be liable for any unauthorized use of credit cards, regardless of whether or not the credit cards were reported stolen.

8.8. We may at any time set off any positive balance on Your Account against any amount you owe to us when we re-settle any bets or wagers pursuant to Duplicate Accounts, Cheating, Collusion, Fraud and Criminal Activity or Errors.

8.9. You acknowledge and agree that Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any banking or other system insurance. Additionally, any money deposited in Your Account will not earn any interest.

8.10. You may request withdrawal of funds from Your Account at any time provided that:

8.10.1. all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;

8.10.2. any Checks referred to in paragraph 6 above have been completed.

8.11. When making a cash-out request, certain points need to be considered:

8.11.1. all information in your Profile must be filled out;

8.11.2. funds must be withdrawn with the same method used for depositing;

8.11.3. you need to make at least one deposit;

8.11.4. if the requested amount exceeds one thousand United States dollars (USD 1,000) or more, the player identification procedure must be carried out by sending us a copy or a digital photograph of your identification documents, such as the Passport or an ID card. The passport series and number may be painted out on the image. The Company may also request other additional documents;

8.11.5. if money was transferred from a phone operator, withdrawal is delayed for 2-3 weeks due to the fraud check;

8.11.6. if the turnover amount is 2 (two) times less than the deposit, the Company reserves the right to withhold 20% of withdrawal in order to cover payment expenses.

8.12. We reserve the right to charge a fee amounting to our own costs for the withdrawal of funds that have not been put into play.

8.13. For the players who successfully completed KYC check, a withdrawal amount of up to 499 EUR (or equivalent in your currency) will be approved by the Casino within the period of 5 mins — 12 hours, but not exceeding 2 working days from the date of the request, except for weekends and holidays. Please note, the time for money clearance may vary upon the payment method. Most payment providers, especially banks, do not process payments on weekends and public holidays.

8.14. For the players who successfully completed KYC check, a withdrawal amount from 500 EUR to 4 999 EUR (or equivalent in your currency) will be approved by the Casino within the period of 5 mins — 48 hours, but not exceeding 5 working days from the date of the request, except for weekends and holidays. Please note, the time for money clearance may vary upon the payment method. Most payment providers, especially banks, do not process payments on weekends and public holidays.

8.15. For the players who successfully completed KYC check, a withdrawal amount from 5000 EUR to 29 999 EUR (or equivalent in your currency) will be approved by the Casino within the period of 5 mins — 96 hours, but not exceeding 14 working days from the date of the request, except for weekends and holidays. Please note, the time for money clearance may vary upon the payment method. Most payment providers, especially banks, do not process payments on weekends and public holidays.

8.16. For the players who successfully completed KYC check, a withdrawal amount higher than 30 000 EUR (or equivalent in your currency) will be approved by the Casino within the period of 5 mins — 96 hours, but not exceeding 30 working days from the date of the request, except for weekends and holidays. Please note, the time for money clearance may vary upon the payment method. Most payment providers, especially banks, do not process payments on weekends and public holidays.

8.17. In cases when the amount of your withdrawal request (-s) including current account balance and lifetime withdrawals are at least 20 times larger than the total sum of your deposits, you may be limited to 5000 EUR (or equivalent in your currency) for withdrawal during 30 days. Please note, the time for money clearance may vary upon the payment

method. Most payment providers, especially banks, do not process payments on weekends and public holidays.

8.18. Once your withdrawal has been approved, we are not responsible for any delays in payments caused by third party electronic payment processors and financial institutions and/or third party clearing process.

8.19. Other options and terms of withdrawal may be negotiated individually with the Website Administration.

9. TERMS AND CONDITIONS FOR 1-CLICK PAYMENTS

9.1. You agree to pay for all goods and/or services or other additional services you ordered through the Website, as well as for any additional expenses (if necessary), including, but not limited, all possible taxes, charges, etc. You take full responsibility for timely payments to Website. Payment service providers only facilitate payment for the amount indicated by the Website, and they are not responsible for paying the Website the aforementioned additional funds/expenses of the user.

9.2. After clicking the “Pay” button, the transaction is irrevocably deemed to be processed and executed. After clicking the “Pay” button, you agree that you will not be eligible to cancel the payment or request to cancel it. By placing an order on the Website, you confirm and state that you do not violate the legislation of any country. Also, by accepting these Rules (and/or Terms & Conditions), you, as a cardholder, confirm that you are entitled to use Services offered via the Website.

9.3. In case you use Website’s services, offering such specific services as gaming services, you make legally binding declaration that you have reached or surpassed the legal age, which is considered as such by your jurisdiction in order to use Services provided by the Website.

9.4. By starting to use the Website’s Services, you take legal responsibility for not violating the legislation of any country where this Service is being used, and confirm that the payment service provider is not responsible for any such unlawful or unauthorised violation. By use the Website’s Services, you understand and accept that processing of any of your payments are executed by the payment service provider, and there is no statutory right of revocation of already purchased goods and/or services or any other opportunities to cancel the payment. If you wish to reject using Services for your next purchases of goods and/or services or other facilities on the Website, you can do that by using your Personal account/profile on the Website.

9.5. The payment service provider is not responsible for any failure to process the data related to your payment card, or for the issuing bank’s refusal to provide authorisation of the payment with your payment card. Payment service provider is not responsible for the quality, quantity, price, terms or conditions of any goods and/or services or other facilities offered to you or purchased by you from the Website by using your payment card. When you pay for any of the Website’s goods and/or services, you are primarily bound by the Website terms and conditions. Please note that only you, as the cardholder, are responsible for paying for

all goods and/or services you have ordered through the Website and for any additional expenses/fees that can be applied to this payment. Payment service provider acts only as the executor of the payment in the amount stated by the Website, and it is not responsible for pricing, total prices and/or total sums.

9.6. In case there is a situation when you do not agree with the aforementioned terms and conditions and/or other reasons, we ask you not to proceed with the payment, and, if necessary, contact directly the administrator/ support of the Website.

10. PLACING A BET OR GAMING

10.1. It is your responsibility to ensure that the details of any transaction which you place are correct before confirming the bet.

10.2. Your transaction history can be accessed by clicking “Cashier” on the Website.

10.3. We reserve the right to refuse the whole or part of any transaction requested by you at any time at our sole discretion. No transaction shall be deemed accepted until you receive a confirmation from us. If you did not receive a confirmation that your transaction has been accepted, you should contact Support.

10.4. You can place bets on the Service only by using the credit held in your account.

11. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

11.1. The following activities are not allowed and constitute a material breach of the Terms:

11.1.1. providing information to third parties;

11.1.2. using an unfair advantage or influence, including the exploitation of bugs, loopholes or errors in our software, the use of automated players; or the exploitation of an “error”;

11.1.3. undertaking fraudulent activities to your advantage including the use of a stolen, cloned or otherwise unauthorized credit or debit card as a source of account deposits;

11.1.4. taking part in any criminal activities including money laundering and any other activity with criminal consequences;

11.1.5. colluding or attempting to collude and intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game you play or will play on the Website.

11.2. The Company will take all reasonable steps to prevent collusion or any attempts to collude; detect them and the corresponding players; and deal with the corresponding players accordingly. We will not be liable for any loss or damage which you or any other player may incur as a result of collusive, fraudulent or otherwise illegal activity or cheating and any action we take in this respect is at our sole discretion.

11.3. If you suspect a person is colluding, cheating or undertaking a fraudulent / prohibited activity you shall as soon as reasonably practicable report this to us by e-mail.

11.4. If the Company has a suspicion that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of the Terms, your access to the services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company is under no obligation to refund to you any funds that may be in Your Account. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

11.5. If we have reasonable grounds to believe that You have participated in or have been connected with any form of prohibited activity (either detected by us or by our gaming partners and our other suppliers) such as cheating and collusion practices which are used in the gambling and gaming industry (including but not limited to "Wonging", "Opposite Betting", "Perfect Pair" Card Counting, Dragon Tiger "Suited Tie" Card Counting or any other Card Counting techniques) - the Company reserves the right to discontinue providing service in general and/or to limit the usage of a specific game type.

12. OTHER PROHIBITED ACTIVITIES

12.1. You must not use any abusive or aggressive language or images; swear, threaten, harass or abuse others, including other users, or behave in this manner towards the Company staff that operate or support the Website.

12.2. You shall not corrupt or flood the Website with information causing the Website to malfunction, nor shall you take any actions that may affect the functioning of the Website in any way, for example, releasing or propagating viruses, worms, logic bombs or any similar actions. Any multiple submissions or "spam" are strictly prohibited. You must not interfere or tamper with, remove or otherwise alter in any way any information available on the Website.

12.3. You shall use the Website for personal entertainment only and you are not allowed to reproduce the Website or any of its parts in any form whatsoever without first obtaining our express consent.

12.4. You must not attempt to gain unauthorized access to the Website, the servers where the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or any similar type of attack. In case when this provision is breached, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Website will cease immediately.

12.5. We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material that you suffer as a result of using the Website or downloading any material posted on the Website, or on any website linked to the Website.

12.6. It is prohibited to sell or transfer accounts and/or any rights to accounts (including proprietary rights) to third parties (including other players) or to deliberately lose chips or games in order to transfer chips to another player. An intentional loss of the game or a chip occurs when you lose a hand or a game in order to transfer money to another user.

12.7. Masking IP or location is not allowed and we reserve the right to close any accounts and void any bets, bonus and winnings if the account was created or used through the use of IP or geolocation masking technologies including but not limited to VPN and Proxy Servers.

13. DURATION AND TERMINATION

13.1. You may terminate (lock) your account at any time by contacting live support.

13.2. Until you have received a confirmation from us stating that we have closed Your Account, you shall remain responsible for any activity on Your Account between the time when you send us a request and the time when your account is terminated by the Company.

13.3. The Company reserves the right to collect fees, surcharges or costs incurred before you cancel Your Account. In the event that Your Account is terminated, suspended or cancelled, no other credits will be credited to you or converted to cash or other form of reimbursement, and you will have no further access to Your Account.

13.4. Upon the termination of Your Account subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Term.

13.5 The Company may terminate Your Account, -including your username and password, - immediately without notice:

13.5.1. 13.5.1. if we decide to discontinue to provide the services in general or specifically to you, but only in the event that the player's real money balance falls below a minimum stake amount;

13.5.2. if Your Account is associated in any way with any existing account that has been terminated;

13.5.3. If Your Account is associated with or related to, existing blocked accounts, we may terminate Your Account, irrespective of the nature of this relationship, and the registration details provided on said accounts; or for any other reason we see fit. Save for as otherwise provided herein, on termination any balance in Your Account will be returned to you within a reasonable time of your request, subject always to our right to deduct any amounts owed by you to us;

13.5.4. if you attempt to manipulate or ascertain information concerning the software code or are involved in collusion;

13.5.5. if you tamper or attempt to tamper with the software in any way;

13.5.6. if you are committing any offence e.g. by attempting to access the Website from a jurisdiction where playing the games is illegal;

14. ALTERATION OF THE WEBSITE

14.1. We may, in our absolute discretion, alter or amend any service offered via the Website at any time for the purpose of maintaining the Website.

15. IT FAILURE

15.1. Whenever unexpected system errors, bugs or problems occur in the software or hardware we use to operate the Website, we will take immediate steps to fix the problem. We do not accept any liability for IT failures which are caused by your equipment used to access the Website or errors related to your internet service provider.

15.2. In case of any controversial issues regarding game rounds (difficulties in winnings crediting, freezing game rounds, etc.), the player must contact the support service no later than 10 days after the situation has occurred. The player has to specify the most accurate time of the incident (up to a minute), otherwise the casino administration reserves the right to refuse to consider the situation for technical reasons. The priority is to contact support immediately after the incident.

16. ERRORS OR OMISSIONS

16.1. A number of circumstances may arise where a bet is accepted or a payment is made with errors from the Company's side: for example, we mis-state any terms of gaming wager to you as a result of an obvious error or data input error or as a result of a computer malfunction, as well as an error can be made by us as to the amount of winnings/returns that are paid to you as a result of manual or automated input error.

16.2. The Company reserves the right to refuse, restrict, cancel or limit any bet.

16.3. If you are incorrectly awarded any winnings as a result of any human error or any bug, defect or error in the software, or the failure of the relevant games product or the software to operate in accordance with the rules of the relevant game ("Errors"), then the Company will not be liable to pay you any such winnings and shall immediately inform the Company of the error and you agree to refund any such winnings that may have been paid to you as a result of such error or mistake.

16.4. Neither we nor our partners or suppliers shall be liable for any loss including loss of winnings that results from any Error by us or an error by you.

16.5. The Company and its respective licensees, distributors, parents, subsidiaries, affiliates and all of their officers and directors and employees will not be liable for any loss or damages which may be caused by the interception or misuse of any information transmitted over the Internet.

17. EXCLUSION OF OUR LIABILITY

17.1. You agree that you are free to choose whether to use the services on the Website and do so at your sole option, discretion and risk.

17.2. We will provide the Website with reasonable skill and care and substantially as described in the Terms. We do not make any other promises or warranties regarding the Website or the products offered via the Website and hereby exclude all implied warranties in this respect.

17.3. The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill or reputation as well as business interruption or any losses which are not currently foreseeable by us 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 site linked to from the Website or via the services.

18. BREACH OF THE TERMS

18.1. You will be required to fully cover any claims, liabilities, costs or expenses and any other charges that may arise as a result of a violation of the Terms by you.

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

18.2.1. of any breach of the Terms by you;

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

18.2.3. use by you of the services or use by any other person accessing the services using your user identification, whether or not with your authorization; or

18.2.4. acceptance of any winnings.

18.3. In cases when you are in a major violation of the Terms we reserve the right but are not required to:

18.3.1. provide you with the notice that you are in a violation of the Terms requiring you to stop the continuation of the violation;

18.3.2. suspend Your Account, making you unable to place bets or play games on the Website;

18.3.3. close Your Account with or without prior notice from us;

18.3.4. withdraw from Your Account, the amount of any pay-outs, bonuses or winnings which you have acquired as a result of any major violation.

18.4. We have the right to disable your user name and password if you fail to comply with any of the provisions of the Terms.

19. INTELLECTUAL PROPERTY RIGHTS

19.1. The contents of the Website are subject to copyright and other proprietary rights either owned by the Company or used under the license from third party right owners. All downloadable or printable material contained on the Website may be downloaded to a single personal computer only and may be printed solely for personal and non-commercial use.

19.2. Under no circumstances shall the use of the Website grant any user any part of intellectual property rights owned by the Company or by any third party whatsoever.

19.3. Any use or reproduction of any trade names, trademarks, logos or other creative material appearing on this website is prohibited.

19.4. You will be solely liable for any damage, costs or expenses arising out of or in connection with the commission of any prohibited activities. You shall notify the Company immediately upon becoming aware of the commission by any person of any of the prohibited activities and shall provide the Company with reasonable assistance with any investigations it may conduct in light of the information provided by you in this respect.

20. YOUR PERSONAL INFORMATION

20.1. We are required to comply with data protection requirements in the way the Company uses any personal information collected during your visit to the Website. We, therefore, take our obligations in relation to the way we use your personal information very seriously. The Company shall handle all personal information provided by you strictly in accordance with the Privacy Policy.

20.2. By providing us with the information, you agree with our right to process your personal information for the purposes described in the Terms and Conditions or Privacy Policy and for the purposes of compliance with the legal or regulatory obligation.

20.3. It is the Company's policy not to disclose any personal data to anyone except to the third parties and employees that need such access to the data to provide you with the services. We may also disclose your personal information upon lawful request of the public authorities.

20.4. We will retain copies of all your communications with us in order to maintain the accurate records of the information that we have received from you.

21. USE OF COOKIES ON THE WEBSITE

21.1. The Company uses “cookies” in order to provide a certain functionality of the Website. A cookie is a small text file that is placed on your computer when you access the Website, which allows us to recognize you when you come back to the Website. More information about deleting or controlling cookies is available at www.aboutcookies.org. Please note that by deleting our cookies or disabling cookies you may not be able to access certain areas or use certain features of the Website.

22. COMPLAINTS AND NOTICES

22.1. If you wish to make a complaint regarding the Website, as a first step you should, as soon as reasonably practicable, contact Support Service about your complaint.

22.2. In the event of any dispute, you agree that the records of the server shall act as the final authority in determining the outcome of any claim.

22.3. You acknowledge that our random number generator will determine the outcome of the games played on the Website and you accept the outcomes of all such games. If there is any discrepancy between the gaming results on your computer and the results on our server, the results on our server shall be final and binding. If there is any discrepancy between your on-screen display and the balance in your account, the balance held on the Company’s server is deemed to be the balance in your account and this determination shall be final and binding. You will forfeit any amounts shown to be in Your Account that result from human error or technical default.

23. INTERPRETATION

23.1. The original text of the Terms is written in English and any interpretation of them will be based on the original English text. If the Terms or any documents or notices related to them are translated into any another language, the English version will prevail.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

24.1. We reserve the right to transfer, assign and sublicense or pledge the Terms, in whole or in part, to any person, provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

25. EVENTS OUTSIDE OUR CONTROL

25.1. The Company will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under the Terms that is caused by events outside our

reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks that may have an adverse effect (“Force Majeure”).

25.2. Our performance is deemed to be suspended for the period the Force Majeure event continues and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the Company obligations may be performed despite the Force Majeure event.

26. WAIVER

26.1. If we fail to insist upon strict performance of any of your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

26.2. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the provisions of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the above.

27. SEVERABILITY

27.1. If any of the Terms are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Our original intent.

28. GOVERNING LAW

28.1. The Terms shall be governed by and interpreted in accordance with the laws of Curacao and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Curacao to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Terms or otherwise arising in connection with the Terms.

29. LINKS

29.1. The Website may contain links to other websites which are also outside the Company’s control and are not covered by the Terms. The Company will not be liable for the content of any third party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other

websites are provided for information purposes only. You use any such links at your own risk.

30. RESPONSIBLE GAMING

30.1. Gambling should be treated as a fun pastime, and not as a means to generate income. Whilst the majority of the population can treat gambling as recreation and spend only what they can afford to risk, for some it can be more difficult. It is useful to keep track of the time and the amount of money spent at an online casino daily.

30.2. If you think that you start spending more money than you can afford, or in case gaming starts interfering with your normal daily routines, we strongly advise considering several measures that can help, such as setting Personal Limits on your gaming activities, opting for Self-Exclusion or contacting one of the organizations detailed below.

30.2.1. GamCare, the leading authority providing counselling, advice and practical help in addressing the social impact of gambling in the UK, can be visited at: www.gamcare.org.uk. Its confidential helpline is: 0845 6000 133. Non-UK residents can contact GamCare for details of International support organizations.

30.2.2. Gamblers Anonymous is a fellowship of men and women who have joined together to do something about their own gambling problem and help other compulsive gamblers do the same. There are regional fellowships around the world. The Gamblers Anonymous international service site is at: www.gamblersanonymous.org.uk.

30.2.3. Gambling Therapy provides support and counselling for anyone adversely affected by gambling. Members of the Gambling Therapy Team operate from locations both within the UK and internationally. Its site can be accessed at: www.gamblingtherapy.org

31 PERSONAL LIMITS AND SELF-EXCLUSION

31.1. To assist you in gambling responsibly, we have limits on account activity that you can set in the “Responsible Gambling” section of your profile or by contacting Live Support.

31.2. After you deactivate your account, you will not be able to log in, open a new account or withdraw money.

32. PROTECTION OF MINORS

32.1. Website is only accepting players who are at least 18 years old and uses all available methods to stop any attempts of minors to register and play at our casino. We reserve the right to ask for proof of identity and in case the player has not reached the legal age to play, access to the website will be denied.

32.2. We strongly encourage parents to cooperate in protecting their children from free access to gaming websites. There is special software that can help in this matter. Please

visit the following websites for more information: CyberPatrol, GamBlock®, Solid Oak Software, Net Nanny.