

# **Operational Manual for Windward Circle B.V.**

As per Curaçao Gaming Authority (CGA) Requirements for Online Gaming Operators

## **Purpose**

This Operational Manual establishes the policies, procedures, and compliance standards for Windward Circle B.V. in its role as a website provider. It ensures: - Fair access to licensed gaming platforms - User safety and data protection - Regulatory compliance with CGA and other applicable laws - Transparent and secure customer support services

## **Scope**

This manual applies to: - All websites operated by Windward Circle B.V. that provide access to online games - User onboarding, payments, fraud management, and customer interaction - Compliance and reporting obligations as per CGA requirements

## **Definitions**

Online Game: A digital game offered by licensed third-party gaming platforms, accessible via Windward Circle B.V.'s websites.

User: Any registered individual who accesses games through Windward Circle B.V.'s websites.

Licensed Operator: Windward Circle B.V. is the licensed operator responsible for player registration, player account management, compliance oversight, customer support, payment processing, and regulatory reporting.

Platform Provider: The licensed entity that operates the game servers, RNG, and core gameplay systems. Rival acts as the technology platform provider and supplies the Player Account Management system (PAM), Remote Gaming Server (RGS), wallet infrastructure, and gaming software used by the Operator.

## **Scope**

Anti-Money Laundering, Counter-Terrorist Financing and Combating the Financing of Proliferation (AML/CFT/CPF) controls are implemented in accordance with applicable Curaçao legislation, including the National Ordinance on Identification when Rendering Services (NOIS) and the National Ordinance on the Reporting of Unusual Transactions (NORUT). AML monitoring activities are overseen by the appointed Compliance Officer. Detailed AML/CFT procedures are maintained separately in the Windward Circle Compliance Manual.

## **Description of the Games of Chance, Payment Possibilities, Bet Amounts, Payouts, Software & Outcome Determination**

### **Overview of the Licensed Operation**

The license holder operates a full-service online casino platform powered by Rival, including:

- Player Account Management (PAM)
- Wallet system
- Remote Game Server (RGS)
- Back office administration tools
- Promotional engine (including free spins and bonus management)
- Payment gateway integrations
- Reporting and compliance tools

Rival provides the core software infrastructure supporting the licensed operation.

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### **Games of Chance Offered**

The operation offers online casino games of chance including:

- Video slot games
- Reel-based fixed-odds games
- Bonus feature games (free spins, multipliers, special symbol features)
- Optional jackpot-enabled titles (where configured)
- Table games

All games are browser-based (HTML5) and accessible via desktop and mobile devices.

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### **Bet Amounts**

Betting configurations are controlled via the platform and game configuration settings and include:

- Adjustable bet per spin
- Configurable coin values
- Predefined minimum and maximum bet thresholds
- Jurisdictionally configurable bet limits
- Player adjustable bet limits
- Max exposure limits

All bet limits are enforced by the game server and platform logic.

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## **Payment Possibilities**

The platform includes integrated payment processing functionality:

- Deposits via configured payment processors
- Withdrawals via configured payment processors
- Wallet-based balance management
- Automated transaction logging

All financial transactions are recorded within the platform database and are traceable via transaction ID.

Payment transactions are monitored for unusual or irregular activity. Withdrawals may be subject to internal review prior to approval. Reconciliation procedures are performed regularly to ensure consistency between payment processor records and platform transaction data.

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## **Payouts**

- Game winnings are calculated automatically by the RGS.
  - Upon completion of a game round, the win amount is returned to the platform.
  - The player wallet is credited in real time.
  - All payout logic follows the payable of each game.
  - RTP configurations are fixed per deployed game version.
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## **Software & Architecture**

The licensed operation runs on Rival's integrated platform architecture, including:

- Web front-end (player interface)
- Player Account Management (Casino Controller)
- Wallet system
- Bonus & promotional engine
- Remote Game Server (RGS)
- Reporting & analytics module
- Administrative back office

All systems communicate via secure encrypted connections (HTTPS/TLS).

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## **Outcome Determination**

Game outcomes are determined by:

- A certified Random Number Generator (RNG) embedded within the RGS. RNG certification and periodic verification are performed by an independent testing laboratory such as Gaming Laboratories International (GLI), eCOGRA or another recognised testing body.
- The RNG produces statistically independent results.
- The result is mapped to predefined reel strips or game logic.
- The animation displayed to the player reflects the pre-determined result.

Outcomes are:

- Not influenced by player behavior
  - Not influenced by prior results
  - Not alterable once the wager has been accepted
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## **Player Registration and Verification Process**

Players must complete a registration process before accessing real-money gaming services. During registration the Operator collects, at minimum, the player's name, date of birth, residential address, email address and contact information.

Verification measures are applied on a risk-based basis and prior to the processing of withdrawals. Additional verification may be requested where unusual transaction activity, responsible gaming concerns or AML/CFT indicators are identified.

Accounts remain subject to operational restrictions until applicable verification requirements have been satisfied.

# Online Casino Quality Monitoring Protocol

## Periodic Test Methods & Controls

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### 1. Functional Testing (Ongoing + Release-Based)

#### Objective

Ensure all core features operate correctly across games, payments, and user flows.

#### Test Methods

- Account registration & KYC verification
- Login / logout / session timeout validation
- Deposit & withdrawal workflows
- Bonus activation and wagering logic validation
- Game launch, exit, and result recording
- Jackpot triggering logic
- Player transaction history validation

#### Frequency

- Daily smoke testing
- Full regression testing before each release
- Weekly random spot checks

#### Monitoring Tools

- Automated regression suites
- Manual test cases
- Production log monitoring

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### 2. RNG & Game Fairness Verification (Critical Compliance Area)

#### Objective

Ensure game outcomes remain statistically fair and compliant.

#### Test Methods

- RNG statistical distribution testing
- Seed validation checks

- Chi-square analysis
- Long-run simulation testing (10k–1M+ spins)
- RTP (Return to Player) validation against theoretical values

#### **Frequency**

- Continuous automated monitoring
- Monthly statistical audits
- Quarterly third-party certification (if regulated)

#### **Monitoring Tools**

- Statistical analysis software
  - Automated game outcome log parsers
  - Independent lab reports (e.g., GLI, eCOGRA)
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### **3. Payment System Testing**

#### **Objective**

Ensure secure, accurate, and timely payment processing.

#### **Test Methods**

- Deposit/withdrawal reconciliation tests
- Payment gateway failover testing
- Chargeback handling simulation
- Currency conversion accuracy checks
- Transaction rollback validation

#### **Frequency**

- Daily transaction reconciliation
- Weekly payment flow end-to-end tests
- Monthly stress tests

#### **Monitoring Tools**

- Payment logs
- Reconciliation dashboards
- Fraud detection software

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## 4. Security Testing

### Objective

Prevent fraud, data breaches, and exploitation.

### Test Methods

- Vulnerability scanning (automated)
- Penetration testing
- SQL injection testing
- XSS & CSRF validation
- Session hijacking checks
- Encryption validation (TLS verification)

### Frequency

- Daily automated vulnerability scans
- Quarterly penetration testing
- Annual third-party security audit

### Monitoring Tools

- OWASP scanning tools
- SIEM systems
- Firewall logs
- IDS/IPS systems

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## 5. Performance & Load Testing

### Objective

Ensure platform stability during peak traffic.

### Test Methods

- Concurrent user simulation
- Stress testing above peak capacity
- Soak testing (24–72 hours)
- API response time monitoring

- Database performance benchmarking

#### **Frequency**

- Monthly performance testing
- Before major promotions/events
- Continuous server monitoring

#### **Monitoring Tools**

- JMeter / LoadRunner
  - APM tools (Datadog, New Relic)
  - Server resource dashboards
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## **6. Responsible Gaming & Compliance Testing**

### **Objective**

Ensure regulatory compliance and player protection.

### **Test Methods**

- Self-exclusion functionality validation
- Deposit limit enforcement testing
- Reality check timer validation
- Age verification testing
- AML transaction monitoring tests

### **Frequency**

- Monthly compliance audits
- Quarterly internal review
- Annual regulatory audit

### **Monitoring Tools**

- Compliance reporting dashboards
  - AML monitoring systems
  - Player behavior analytics
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## **7. UI/UX & Cross-Platform Testing**

### **Objective**

Ensure usability across devices and browsers.

### **Test Methods**

- Cross-browser compatibility testing
- Mobile responsiveness validation
- Accessibility testing (WCAG compliance)
- Broken link scanning
- Localization verification

### **Frequency**

- Per release
- Monthly exploratory UX review

### **Monitoring Tools**

- BrowserStack
- Automated UI testing (Selenium/Cypress)
- Accessibility checkers

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## **8. Data Integrity & Reporting Validation**

### **Objective**

Ensure accurate reporting for finance, compliance, and analytics.

### **Test Methods**

- Database integrity checks
- Report reconciliation (back-office vs. raw DB)
- Backup restoration tests
- Data replication validation

### **Frequency**

- Daily automated checks
- Monthly disaster recovery simulation
- Quarterly backup restoration test

## Monitoring Tools

- SQL integrity scripts
- Backup audit logs
- Reporting comparison tools

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## Testing Schedule Overview

| Test Category          | Daily | Weekly | Monthly | Quarterly | Annual |
|------------------------|-------|--------|---------|-----------|--------|
| Functional Smoke       | ✓     |        |         |           |        |
| Regression             |       | ✓      |         |           |        |
| RNG Monitoring         | ✓     |        | ✓       | ✓         |        |
| Payment Reconciliation | ✓     | ✓      |         |           |        |
| Security Scan          | ✓     |        |         |           |        |
| Penetration Testing    |       |        |         | ✓         |        |
| Performance Testing    |       |        | ✓       |           |        |
| Compliance Audit       |       |        | ✓       | ✓         | ✓      |
| Backup Recovery Test   |       |        | ✓       |           |        |

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## Key KPIs for Ongoing Quality Monitoring

- System uptime (>99.9%)
- Average transaction processing time
- Payment success rate (>99%)
- RTP variance within tolerance
- Security incident rate
- Average bug resolution time
- Fraud detection rate

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## Governance & Documentation

- Maintain test case repository
- Document all incidents and corrective actions
- Keep audit trail logs for regulatory review
- Use version control for all releases
- Monthly QA performance reporting to management
- The Compliance Officer is responsible for regulatory reporting, compliance monitoring, AML/CFT oversight, regulatory communications and maintaining compliance records required under applicable legislation and CGA requirements.

## Storage of Players' Personal Data and Other Details

In this configuration, Rival provides the full platform and therefore stores and manages operational data on behalf of the license holder.

### Player Personal Data Stored

The platform stores:

- Player full name
- Date of birth
- Address (if collected)
- Email address
- Account ID
- Username
- Password (encrypted/hashed)
- IP address logs
- Session logs

- Transaction history (deposits, withdrawals, bets, wins)
- Bonus participation history
- Game history logs

Sensitive documents (e.g., KYC documentation) may be stored depending on operator configuration.

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### **Data Storage & Security Controls**

- All production data is stored in secure, professionally managed data centers.
- Data is encrypted in transit (TLS).
- Passwords are hashed using secure cryptographic algorithms.
- Role-based access control (RBAC) is enforced.
- Administrative access is logged and monitored.
- Production and staging environments are segregated.
- Firewall and network segmentation controls are in place.

Player records, transaction records, account information, complaint records and supporting documentation are retained for a minimum period of five (5) years, or longer where required by applicable law. Such records may be made available to competent authorities upon lawful request.

## Description of visual elements shown to players as part of the operation through the gaming website or other software application;

Here's a **description of the visual elements and user interface features** that players typically see when interacting with the *PureCasino.co* online gambling website during normal operation

### Overall Look & Layout

- **Modern, sleek design:** The site uses a contemporary web-casino layout with a clean interface that's meant to feel intuitive and uncluttered for players. It often uses darker backgrounds with bright, contrasting elements (e.g., colored buttons, icons) to highlight key actions like *"Play Now," "Sign Up,"* and *"Deposit."*
- **Navigation menu:** Across the top or side of the screen, players see a navigation bar with tabs for key sections such as:
  - *Home*
  - *New Games*
  - *Slots*
  - *Table Games*
  - *Live Casino*
  - *Promotions*This makes it easy to jump between categories of games.

### Game Presentation & Thumbnails

- **Game tiles/cards:** Individual games (slots, blackjack, roulette, etc.) appear as **thumbnail tiles** with colorful graphical artwork. Each tile usually shows the game's logo or artwork and may include badges for features like *"Hot," "New,"* or *"Jackpot."*
- **Search & filter tools:** Users often see a **search bar** and filters to sort games by genre or provider to quickly find what they want.

### Promotional & Bonus Sections

- **Banner graphics:** Near the top of the homepage or lobby, there are **large rotating banners** or visual strips promoting welcome bonuses, free spins, cashback deals, and VIP tiers. These typically use bold graphics and animation to draw attention.
- **Bonus icons/text:** Promotional offers are usually accompanied by **iconography and short descriptions** outlining rewards and conditions.

### Account & Balance Elements

- **Head-up display (HUD) bar:** Once logged in, players see a persistent header showing:
  - Account balance (in selected currency)
  - Deposit/withdraw options by icons and wording, including limits
  - Profile menu
  - Notifications for messages or offersThis bar is often rendered with bold text and icons for quick access.

## Live Casino Visuals

- **Live dealer windows:** In the Live Casino section, games are shown as streaming video feeds (or thumbnails of feeds) with professional dealers visible. Players see buttons for “Play,” “Info,” and often live chat indicators.
- **Overlay controls:** These include simple overlays for view settings, chat, and betting limits while live streaming.

## Responsive Elements

- **Mobile responsiveness:** If accessing the site on a phone or tablet, the layout adapts with collapsible menus and touch-friendly buttons. Games still show as tiles but are resized for smaller screens.

## Security & Footer UI

- **Footer information:** At the bottom of pages you typically see icons indicating:
    - Licensing information (e.g., *Curacao eGaming*)
    - Accepted payment methods
    - Responsible gambling linksThese are usually displayed as small logos or badges with text.
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## Technical Infrastructure & Disaster Recovery

Because this is full-service, the architecture description must now include PAM and wallet layers.

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## High-Level Infrastructure (Full Platform Model)

### Core Infrastructure Components

1. Player Device (Browser – Desktop/Mobile)
2. Web Application Layer (Front-End)
3. Player Account Management (Casino Controller)
4. Wallet System
5. Bonus & Promotions Engine
6. Remote Game Server (RGS)
7. Payment Gateway Integrations
8. Database Cluster (Primary + Replica)
9. Backup & Disaster Recovery Systems

All components operate within a secure cloud infrastructure.

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## **Disaster Recovery & Restoration Capabilities**

### **Backup Strategy**

- Automated weekly full database backups
- Incremental backups at defined intervals
- Encrypted off-site backup storage
- Backup integrity validation procedures

### **High Availability**

- Load-balanced application servers
- Database replication
- Redundant infrastructure components
- Real-time monitoring and alerting

### **Emergency Restoration Procedure**

In the event of technical emergency:

1. Incident detection via monitoring systems.
2. Traffic isolation and mitigation.
3. Failover to secondary infrastructure (if applicable).
4. Database restoration from latest validated backup (if required).
5. Transaction reconciliation process.
6. Controlled reactivation of services.

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### **Recovery Objectives**

- Recovery Time Objective (RTO): 4 hours
  - Recovery Point Objective (RPO): 1 hour
  - Full audit log retention
  - Transaction-level reconciliation to prevent:
    - o Lost wagers
    - o Duplicate credits
    - o Inconsistent wallet balances
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## **Rival Full-Service Platform Technical Infrastructure**

### Diagram

#### High-Level Architecture – Turnkey Operator Model

##### PLAYER LAYER

Player Device (Desktop / Mobile Browser)

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##### APPLICATION LAYER

Web Front-End (Operator Website / UI)

Player Account Management (PAM)

Wallet System (Deposits, Withdrawals, Balance Management)

Bonus & Promotions Engine (Free Spins, Campaigns)

↓ (Secure HTTPS / TLS Encrypted Communication)

##### GAME LAYER

Remote Game Server (RGS)

Certified RNG Engine

Game Logic & Outcome Determination

Bet & Win Processing

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##### PAYMENT INTEGRATION LAYER

Integrated Payment Gateways / Processors

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##### DATA LAYER

Primary Database Cluster (Player Data, Transactions, Game Logs)

Replica Database (High Availability)

Automated Backups (Encrypted, Off-Site Storage)

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##### DISASTER RECOVERY & MONITORING

Load Balancers & Redundant Infrastructure

Real-Time Monitoring & Alerting Systems

Defined RTO & RPO Procedures

The Operator maintains arrangements to ensure compliance with applicable Curaçao infrastructure and data availability requirements. Operational data, transaction records and regulatory reporting information remain available to the Operator and competent authorities in accordance with applicable regulatory requirements.

**Security & Compliance Notes:**

- All system communication occurs over encrypted HTTPS (TLS).
- Role-Based Access Control (RBAC) enforced across administrative systems.
- Production, staging, and development environments are segregated.
- All financial and gaming transactions are logged with unique transaction IDs.
- Backup integrity validation and restoration testing procedures are maintained.
- Full audit logging supports regulatory reporting and dispute resolution.

# Responsible Gaming Policy

## 1. Purpose and Commitment

This Responsible Gaming Policy sets out the measures implemented by the Windward Circle B.V. (henceforth “The Operator”) with offices at Emancipatie blvd Dominicio Don Martina 31, Willemstad, Curacao. CGA License OGL/2024/1135/0484 to ensure gambling remains a form of entertainment and does not cause harm to players or other persons. The Operator is committed to providing a safe, transparent, and responsible gaming environment in accordance with the National Ordinance on Games of Chance (LOK) and the requirements of the Curaçao Gaming Authority (CGA).

The Operator adopts a proactive, risk-based approach to identifying and mitigating gambling-related harm, with particular focus on the protection of vulnerable persons and the prevention of underage gambling.

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## 2. Scope

This policy applies to all online gaming activities offered under the Operator’s CGA licence and to all employees, contractors, affiliates, and third parties acting on behalf of the Operator.

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## 3. Definitions

Key terms used in this policy (including but not limited to *Minor*, *Vulnerable Person*, *Cooling Off*, and *Self-Exclusion*) are interpreted in line with the LOK and CGA Responsible Gaming Policy for Licensed Operators.

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## 4. Responsible Gaming Governance

### 4.1 Responsible Gaming Function

The Operator appoints Ann Gvasalia, Senior Compliance Officer, for the implementation, oversight, and enforcement of this Responsible Gaming Policy (the “Responsible Gaming Officer”).

### 4.2 Management Oversight

- Senior management is informed of this policy and its implementation.
  - The Responsible Gaming Officer provides a written effectiveness report to management at least once every twelve (12) months.
  - Material changes to this policy are reported to the CGA.
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## 5. Prevention of Underage Gambling

### 5.1 Age Verification

Gambling by minors (persons under 18 years of age) is strictly prohibited.

The Operator implements robust age verification controls including:

- Mandatory date-of-birth entry and self-attestation during registration.
- Confirmation that the player is at least 18 years of age via an affirmative checkbox.

- Verification call after first deposit
- Government-issued photo identification verification prior to first withdrawal and/or upon reaching defined behavioral risk or the 3 transaction thresholds.
- Ongoing monitoring for indicators of underage play.

If a player is identified as a minor:

- The account is closed immediately.
- Deposits may be refunded in accordance with civil law obligations.
- Any winnings may be forfeited.
- Records are retained and made available to the CGA upon request.

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## 6. Player Information and Accessibility

### 6.1 Responsible Gaming Section

A dedicated Responsible Gaming (“RG”) section is available at all times and:

- Is clearly identifiable and accessible from the cashier section.
- Is available in English, French, Italian, Spanish, German and portuguese
- Explains gambling risks and responsible play principles.
- Advises how to prevent compulsive gambling and how to seek help.
- Provides access to reputable third party Responsible Gaming tools.
- Displays support@purecasino.co for Responsible Gaming support and account limits

### 6.2 Terms and Conditions

- The Responsible Gaming Policy is referenced in the Terms & Conditions.
- Terms & Conditions are accessible within one click from the homepage.

### 6.3 Footer Disclosures

The website footer includes:

- An underage gambling warning (18+).
- Operator name, registered address
- Confirmation of CGA regulatory oversight with Logo.
- The CGA digital seal.

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## 7. Player Self-Assessment

Players have continuous access to their betting and transaction history for at least six (6) months.

The Operator provides self-assessment tools designed to help players evaluate their gambling behaviour, including:

- Access to questionnaires via Gamblers Anonymous 20 Questions and gamblingtherapy.
  - Guidance on Preventing compulsive gambling.
  - Clear recommendations to use Responsible Gaming tools when risk indicators are identified under the Seek Help section
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## 8. Behaviour Tracking and Monitoring

### 8.1 Monitoring Approach

The Customer Service account management and risk assessment teams actively monitors player behaviour to identify potential gambling-related harm using a combination of:

- Transactional and behavioural data.
- Customer support interactions.
- Manual and automated monitoring tools.
- Key indicators may include (non-exhaustive):
  - Sudden increases in deposits or wagering.
  - Repeated failed payment attempts.
  - Frequent withdrawal reversals.
  - Extended or erratic play sessions.
  - Repeated limit changes or cooling-off requests.
  - Attempts to bypass controls or create multiple accounts.

Behavioural monitoring is supported through platform analytics and risk monitoring tools.

### 8.2 Player Profiling and Risk Assessment

- Player profiles are maintained to assess individual risk levels.
- A risk-based escalation framework is applied.
- All Responsible Gaming interactions and actions are documented in the Player Account Management system, in the comments section.

### 8.3 Interventions

Where risk indicators are identified, the Operator may:

- Provide responsible gambling information and tools.
- Apply mandatory limits.
- Temporarily suspend the account.
- Initiate operator-led exclusion in severe cases.

Responsible Gaming measures are never used to delay or prevent legitimate withdrawals.

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## 9. Cooling-Off and Self-Exclusion

### 9.1 Cooling-Off

Players may voluntarily restrict their gambling for a temporary period.

Minimum features include:

- Duration options: 24 hours, 7 days, 1 month, 6 months and 1 year. Custom period may also be applied by contacting support.
- Immediate enforcement.
- No wagering or deposits during the selected period.
- Optional marketing opt-out.

Cooling-off selections are self-executed online without pre-selected options or undue influence.

Accounts automatically reactivate at the end of the cooling-off period.

## 9.2 Self-Exclusion

Self-exclusion provides long-term, irrevocable exclusion from all gambling activity. The Operator will confirm this choice by contacting the player.

- Available durations: lifetime
- Immediate enforcement.
- Automatic marketing opt-out.

Self-exclusion can be initiated fully online via the cashier and does not require operator approval.

A lifetime self-exclusion cannot be reversed except where permitted by applicable law and approved following an enhanced review process.

Self-exclusion applies across all websites and domains operated by the Operator.

## 9.3 Operator-Initiated Exclusion

The Operator may exclude players where:

- Gambling behaviour indicates significant risk.
- Criminal or fraudulent activity is suspected.

Operator-initiated exclusions are documented and retained for at least five (5) years.

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# 10. Limits

## 10.1 Deposit Limits

Players can set daily, weekly, or monthly deposit limits through their player account or by contacting customer support.

- Increases to restriction severity take effect immediately.
  - Decreases are subject to a 24-hour review period.
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# 11. Training and Staff Readiness

Relevant staff (including customer support, VIP, and marketing teams) receive Responsible Gaming training and review every 6 months covering:

## 1. Identification of Gambling Distress

Staff must be trained to recognize both behavioral and financial "red flags" that indicate a player's gambling is no longer for entertainment.

Emotional & Behavioral Indicators:

Distress & Mood Swings: Frequent swearing, crying, or expressions of extreme frustration after losses.

Social Isolation: Players asking staff to lie about their presence to family or friends.

Obsession: Constant talk of "luck," specific items/machines being "due" (Gambler's Fallacy), or staying from opening until closing.

Financial Indicators:

Chasing Losses: Increasing bet sizes significantly or returning immediately after a loss to "get even".

Fund Depletion: Attempting to use credit cards, asking for credit from staff, or mentioning that they are using money meant for rent/bills.

Transaction Velocity: (Specific to Risk) Rapid, repeated deposits within a short timeframe.

## 2. Communication & Immediate Measures

Effective communication requires empathy and non-judgmental language to encourage a break without causing further distress.

Communication Protocols:

The "Check-In": Approach the player with a simple, empathetic question: "Are you okay? I've noticed you've been here a while and seem frustrated".

Neutral Language: Use positive messaging like "keep it a game" and avoid accusatory language that induces guilt.

De-escalation: If a player is aggressive, remain calm, provide clear information on their current spend if requested, and suggest taking a break for fresh air.

Immediate Measures:

Cooling Off: Suggest a 24-hour "time-out" or cooling-off period.

Stop-Play Recommendation: If distress is evident, explicitly suggest they consider stopping for the day.

## 3. Escalation Procedures

1. CS or VIP hosts suggest limits or temporary breaks.
2. Risk/Compliance teams perform "Enhanced Due Diligence" (EDD) or Source of Wealth (SoW) checks on high depositors.
3. If a player shows high risk (e.g., suicidal ideation or extreme financial ruin), management must be alerted immediately to consider a mandatory account suspension.
4. Referral to Support Organisations. Staff should never act as counselors but must provide clear pathways to professional help.

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## **12. Advertising and Marketing**

The Operator ensures all marketing and advertising is responsible and compliant.

Campaigns are reviewed and approved by the marketing manager in accordance with the prohibited practices guidelines.

Prohibited practices include:

- Targeting vulnerable persons or minors.
- Presenting gambling as a financial solution or investment.
- Misrepresenting chance-based games as skill-based.
- Emotional manipulation or association with harmful behaviours.

All advertising includes a visible Responsible Gaming message at the footer.

Affiliates and third parties are contractually required to comply with this policy.

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### **13. Enhanced Responsible Gaming Measures**

Where higher risk is identified, the Operator may implement additional controls such as:

- Reality checks and session timers.
  - Time, loss, or wager limits.
  - Direct player communications.
  - Links to internet filtering and blocking tools.
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### **14. Review and Updates**

This Responsible Gaming Policy is reviewed periodically and updated as required to ensure ongoing compliance with regulatory expectations and industry best practices

## **Most recent text of the general terms and conditions used by the operation**

### **INTRODUCTION**

Playing at a casino, whether for fun play or real play, constitutes an agreement between the player and the Online Casino and its management, in that the player be bound by the following terms and conditions contained herein. The player accepts that this is a binding agreement between the player and the casino and is the sole agreement governing the player's relationship with the casino, to the exclusion of all other agreements, statements, and representations.

Each clause contained in these terms and conditions shall be separate and severable from each of the others. If any clause is found to be void, invalid, or unenforceable for any reason, the remaining terms and conditions shall remain of full force and effect.

License holder: Windward Circle B.V - 150466; Address: Emancipatie Blvd. Dominco F. Don Martina 31, New Haven Office Ctr., Willemstad, Curaçao – Dutch Caribbean

Payment Processing agent: Pan De Bono Consulting Limited - HE401911; Address: 84, Spyrou Kyprianou Avenue, 2nd floor, 4004, Limassol, Cyprus

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Curacao.

### **DEFINITIONS**

The Player

Any user of the software and/or games and/or promotions offered by the Casino.

The Casino

Pure Casino online casino, including all software and content and services rendered on Pure Casino and associated URLs.

Service

Services, support, offers and assistance offered by The Casino to its users.

Credits

Amount of money on the user's account balance; Amount of game chips/money available to use. 1 Credit = 1€ / 1£ / 1\$ / 1AUD / 10ZAR (approximately).

We/Us/Our

The operator of the Casino Website and/or its group companies.

Player/s

Player and/or a Guest Player and/or a Dormant Player and/or a Closed Account Player.

Real Player

A Player who utilizes his own money to place wagers at the Casino.

Wagering Requirement

The number of times a sum of credits has to be wagered, staked or bet before the balance is eligible for withdrawal. Also known as Rollover requirement.

## DISCLAIMER

Playing at the casino, whether for fun play or real play constitutes an agreement between the player and the Casino that the player be bound by the following terms and conditions contained herein. By registering, opening an account and/or playing at Pure Casino, the player hereby agrees that they have:

1. Fully read and understood the terms and conditions written below and
2. Have fully accepted the terms and conditions and will abide by them in all dealings with the Casino and/or the Casino software.

If any clause is found to be void, invalid, or unenforceable for any reason, the remaining terms and conditions shall remain of full force and effect. The Terms and Conditions outlined herein supersede and overwrite any other terms offered by the Casino.

The Casino is registered, licensed and regulated by the Curaçao Gaming Authority under license number OGL/2024/1135/0484 for the purpose of operating an online casino.

## GENERAL PROMOTIONS TERMS AND CONDITIONS

1. Playing at Pure Casino is restricted to adults only. Players must be at least 18 years of age, or the minimum legal age applicable in their jurisdiction, whichever is higher. Age restriction may change according to local national law, and it is the responsibility of the player to check for the minimum age allowed in their country. The Casino reserves the right to require age verification from the player at any time.
2. The player accepts that the Casino may change, add or subtract from the terms and conditions at any time without previous warning, and it is the responsibility of the player to periodically check the terms and conditions written here for changes that may affect them. Lack of knowledge of said terms and conditions does not constitute a valid reason to any violation of the rules and conditions set here, from the moment of opening a new account in casino.
3. Decisions made by the Casino may be reviewed in accordance with the Operator's Dispute Resolution Policy.
4. The Casino will bear no liability or responsibility, either directly or indirectly, as regarding the player's legal right to play at an online casino with real money. This includes any employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers claim or been seen to claim authorization to make any such representations or warranties. It is the sole responsibility of the player to check the local law and abide by it responsibly. The Casino will carry no liability for any infringement of the law by the player.
5. Any games, services or promotions offered by the Casino are purely meant for entertainment purposes, and not as a financial system. An option exists to play with fake credits that do not equal real money. Playing for real money is the sole decision of the player, and in doing so, the player fully accepts any risks involved by playing with real credits.
6. Any fees, taxes, transfer fees or other financial responsibilities or consequences related to using the games and / or services offered by the Casino are the responsibility of the player and the player alone.
7. The player will not hold the Casino nor any agency, employee, partner or media related to the Casino liable for any damages, costs, expenses or liabilities incurred by using and/or accepting services from the Casino nor for any activity of the player related to the Casino.
8. The Casino will not bear any responsibility or liability for any technical errors occurring in the software which are related to the player's internet connection, personal computer software or personal computer hardware. Any interruptions in internet service are the responsibility of the player and the Casino will not compensate nor bear any liability for interruptions caused by a technical issue on the player's side, including but not limited to internet disconnections. Any other technical faults must be submitted in writing and include a screenshot so that the Casino may verify its authenticity.
9. The player hereby agrees that the registered identity to their casino account will be the only person logging into said account and using and/or playing with the Casino software or website. Any infringement of said agreement (i.e. use of the account by a different person) will be considered a breach of terms and conditions and grounds for termination of the account and forfeiture of any winnings. The account is not transferable in any way

nor can the user be changed for the account. Any new users must open a new account or be in violation of terms and conditions.

10. The Casino reserves the right to change, add or subtract from the games and/or services it offers, at any time, without prior announcement or update. Terms and conditions may be changed or altered and the player accepts this as part of the prerogative of the website to do so when and if necessary.
11. The player further indisputably agrees to indemnify Pure Casino, its employees, officers, directors and any and all associated or affiliated persons or organizations against any and all costs, expenses, liabilities and damages arising from any legal or other action taken either by or against the Player arising from any and all action within the Casino and/or any of its employees, officers, directors and any and all associated or affiliated persons or organizations. This occurrence shall include (but not limited to) any legal implication that might arise as a result of the criminalization of online/Internet wagering within the Players jurisdiction, territory or country.
12. The player accepts any and all game results shown by the Casino software or website as true. Any disputes regarding the outcome of games played will be decided by results from the game server, and these will determine the final decision of the Casino. If for any reason the player is not totally satisfied with the terms and conditions laid out before them, then the player is within their rights to discontinue playing and remove the software from his/her computer. Furthermore, a player who is unsatisfied with his/her personal gaming experience at the Casino and wishes to close their account, bears responsibly for manually closing or freezing said account from within the Casino software and to remove any software associated with the casino from their computer or mobile devices. Legal age restrictions and strict adherences to the policies of age as agreed by the jurisdiction of the said territories to comply with the said law of that territory are full enforced by the Casino. This is clearly defined by no player under the age of 18 years of age is permitted to play at the casino regardless of gender.
13. Complaints must be submitted within six (6) months of the incident in accordance with the Operator's Dispute Resolution Policy. Exceptional circumstances may be assessed on a case-by-case basis.
14. Players retain the right to use the complaint and dispute resolution procedures made available by the Operator.
15. Any funds remaining in the balance of an account at the time of closure cannot be withdrawn. This included all and any pending withdrawals.

## VIOLATIONS OF TERMS AND CONDITIONS

1. The following actions by the player will be considered a violation of the terms and conditions of the Casino, but not limited to this list. Consequences may include termination of the player's casino account, confiscation of winnings and existing balances, denial of services, promotions and any other offers by the Casino.
  - More than one account at Pure Casino and/or more than one account per household and/or more than one account per device, and/or more than one account from the

same IP address, and/ or more than one account on an affiliated sister casino under the same management as Pure Casino.

- Should at any time, the casino discover a linkage or connection to a fraudulent, suspended or refunded or previously closed account on any brand within the Rival network or any other online casino.
  - Should at any time the casino discover an active or past complaint/dispute/criticism on a public forum or blog or any other type of website.
  - Should at any time the player abuse, harass or speak inappropriately to any of the Casino staff, including verbal and written threats or intimidation.
  - A mismatch on the Player's Casino account not matching the name on the credit card(s) or payment method(s) used to make deposits on the account.
  - Incorrect or false registration information.
  - The player is playing from a territory or region not fully authorized to allow online gaming.
  - The player is not of the required legal age according to the Casino Terms and Conditions.
  - If the Player has allowed or permitted (intentionally or unintentionally) another player to play on their own Casino account.
  - If an individual has not played in the Casino purely as an entertainment and has only participated in a professional capacity or in association with another player from another club or group or part thereof.
  - If the Player has been found deliberately making a 'chargeback' or 'dispute' of funds deposited from their credit card, or any other payment method, into their Casino account; or have been found to have made a 'chargeback' or threatened to do so in any other capacity on a sister casino on the Rival platform or any other online casino or website. This includes verbal and written threats to dispute, chargeback or stop transaction.
  - If the Player is discovered to be cheating or engaging in fraudulent or abusive conduct that provides an unfair advantage, including but not limited to collusion, money laundering, bonus abuse, exchange-rate manipulation, exploitation of software bugs or errors, or the use of unauthorized automated systems or software, the Casino reserves the right to void bets and withhold or confiscate winnings and balances obtained through such conduct.
  - Legitimate betting strategies, including stake progression systems such as Martingale, do not constitute cheating and will not result in penalties unless combined with prohibited automation, manipulation, or exploitation.
  - The player is linked to any employee, ex-employee, company, third party or agency connected to the Casino currently or in the past.
  - The player has made any attempts to 'hack' the Casino software or website, or made any changes to it in any way not specifically allowed by the Casino.
2. Should the casino learn any of the above rulings listed be affected by the player at any other web-based casino, Pure Casino will act accordingly.

3. In acceptance of said rulings and any other conditions outlined herein, the player agrees to any promotional or advertising events upon acceptance of any prize and/or winnings that have been accrued from Pure Casino and thereby endorses the use of that player's username, country or real first name for the said practice without any compensation or payment to the player. Example: Should a Player win a large Jackpot and the Casino wishes to advertise the win, the Casino withholds the right to use the player's username, country and/or real first name and post the win on the Casino site, a magazine, another website or any other media of the Casino's choosing.
4. Players who choose to make a deposit using cryptocurrency must ensure that the token/coin has successfully arrived and been confirmed on the blockchain to the designated crypto wallet address provided during the deposit process. If a deposit is made to the wallet but subsequently gets 'voided' or reversed, it will be regarded as fraudulent activity. Consequently, any previous, ongoing, or future withdrawal requests made by the player will also be deemed void.

### **Complaints and Dispute Resolution**

Any complaint or dispute arising from the use of the Website or the Services shall be handled in accordance with the Operator's Dispute Resolution Policy. Nothing in these Terms and Conditions shall limit a player's right to submit a complaint, seek independent dispute resolution where applicable, or submit a regulatory complaint to the Curaçao Gaming Authority.

## GENERAL TERMS AND CONDITIONS

We may impose limits or conditions that we, in our sole discretion, consider appropriate on any person who opens or attempts to open an account at the Casino where the accounts in question are from environments where computers are shared.

1. The Casino is committed to offering fair and honest games and confirms the software and all games offered by Pure Casino rely on an audited and validated Random Number Generator (RNG) by a third party ensuring that all games are fair and honest.
2. The Casino reserves the right to modify the balance on a user's account to redeem sums owed to the Casino.
3. The user agrees to pay all sums due to Pure Casino and to never try to re-attribute, deny, revoke, dispute, chargeback, block, hold or cancel any of these payments.
4. If the user has deposited or withdrawn funds using an E-Wallet such as MoneyBookers, Neteller or EcoCard, the Casino may request copies of other transactions showing that specific E-Wallet in use.
5. Any illegal or criminal activity made by the player will result in immediate termination of the Casino account and the Casino reserves the right to inform the proper authorities and other online casinos and merchants of these actions with full disclosure.
6. The Casino reserves the right to change any of its offered services at any time, including a temporary unavailability of customer support, technical support or any other services given to the player.
7. In the event of technical failure or computer glitch, all bets in play may be considered null and void. The Casino cannot be held responsible for losses, wins or other issues generated by a technical failure or glitch in any way or form.
8. Should a player abstain from logging into their Casino account for a period of 120 days or more or the player passed 120 days without making a single bet or wager, the Casino will be entitled to any balance in that player's account and the sum forfeit. Should the player wish to withdraw this amount after this period, we will examine each situation on a case by case basis but reserve the right to invoke the above 4 month rule.

## PROMOTIONS AND BONUS TERMS AND CONDITIONS

1. All and any free bonuses and deposit bonuses cannot be withdrawn from the Casino, and are meant to enhance game time only. Upon withdrawal, the bonus amounts will be deducted by the Casino before the withdrawal is sent.

2. All bonus money will be removed at the point of cash out, bonus money is money that can be used to help generate winnings but cannot be withdrawn as part of the winnings. The bonus will be treated as 'Non-Withdrawable' and will not be reissued to your account but deducted from the winnings by the casinos withdrawal manager during the payout process. Cashback money is also 'Non-Withdrawable' and the casino reserves the right to deduct cashback money from a players' pending withdrawal.

3. Bonuses, unless specifically specified by the Casino beforehand, carry a wagering requirement that must be completed before a player can withdraw.

4. All cashback promotions carry a wagering requirement of 1X. Players cannot withdraw a cashback bonus until the sum of the cashback is wagered in full. All cashback money is restricted to a maximum withdrawal limit of 10X the cashback amount. This includes cashback awarded as 'gifts', 'comps' or 'free chips'. The Casino reserves the right to deduct Cashback money from a pending withdrawal.

5. All cashback money won from a Tournament prize, Raffle prize or Special Promotion have a maximum withdrawal limit of 2X the cashback bonus and carry a wagering requirement of 1X. All bonuses of 200% or more, cashback insurance of 75% or more will be considered Special Promotions. The Casino reserves the right to deduct Cashback money from a pending withdrawal. Players who have a pending withdrawal or balance of over 100 \$/€/£ do not qualify to receive Tournament prizes or to receive cash from a Raffle or cashback from any ongoing Cashback promotion or any other special promotion offered by the Promotions Team.

5.1. Special Bonus - all bonuses of 200% or more, cashback bonuses of 100% or more will be considered Special Bonuses.

6. It is the responsibility of the player to be aware of the details of the bonus they request or is given to them, including the wagering requirement, restricted games and any other details, terms and requirements associated with said bonus.

7. Players choosing not to play with bonuses, must state so before starting to play with a bonus. If a player does not want the bonus that has been deposited into their account by the casino, then they are entitled to request a casino customer support representative reverse the bonus out of their casino account, by way of email, telephone call or live Chat. If a bonus is received and a wager is made (of any amount), the bonus will have to be played all the way through, until

the balance is zero or the wagering requirement is complete. If the player has not begun to play, support will remove the bonus should they ask for it.

8. Free bonuses (Comps, Free Chips, converted Comp Points or any other non-deposit bonuses) are playable bonuses awarded to players so they may play free of charge. Free bonuses have a different wagering requirement than other bonuses, and have a fixed withdrawal limit of no more than 50 Credits (50 \$,€,£,AUD, or 500 ZAR). Any remaining or extra balance is 'Non-Withdrawable' and is to be cleared from a player's balance. Each player is allowed to withdraw winnings from a free bonus only once during his/her gaming lifetime unless specifically approved by the casino manager.

9. A player who has never made a deposit and wishes to withdraw a free chip win, is required to first make one successful minimum deposit of 15.00 (\$,€,£,AUD, or 150 ZAR). This first deposit amount is not allowed to be withdrawn or added to an existing pending withdrawal. If added to an existing withdrawal, the amount will be deducted from the total withdrawal amount. A player who has previously made a successful deposit and is now wishing to withdraw a free chip win, is required to have deposited within the last 30 days in order for the withdrawal to be approved and the deposit cannot be added to an existing pending withdrawal. If added to an existing withdrawal, the amount will be deducted from the total withdrawal amount. Free Bonuses (Free Chips) have a wagering requirement of 20X to 60X unless otherwise specified.

10. All promotions offered by the Casino are only valid for the period specified in the promotional offer itself which is posted on the Casino website and/or any other communication provided by the Casino itself.

11. A bonus equal to or greater than 200% that has been claimed with any deposit, will be subject to a max cashout of 10x the deposit amount.

9.

12. A free bonus player (a player who plays only free bonuses, and didn't make a deposit yet) can withdraw winnings when playing his first three free bonuses on his account, during the first 30 days after account registration. After three bonuses played or after 30 days since registration date, the funds received from a free bonus will be considered not cashable and will be deducted from the balance or from the withdrawal.

13. In case a player has finished / played down, his wager requirement, the casino holds the right to adjust balance to the maximum withdrawal amount allowed and clear any extra balance. In cases where a player is not eligible to make a withdrawal, the casino holds the right to clear any winnings and balance once wager is met.

## WITHDRAWAL TERMS AND CONDITIONS

1. All Deposits of 249 USD/EURO/GBP/AUS or less have a max withdrawal of 10X the deposit for that specific play session (all other currencies pegged to USD). Once a withdrawal is approved, the casino applies the 10X rule and corrects the withdrawal to accurately reflect the 10X rule. The remaining funds are deemed 'Non-Withdrawable' and are cleared from the player's balance. Deposit bonuses used during a play session that results in a pending withdrawal request, are also 'Non-Withdrawable' and can be deducted from that particular pending withdrawal.

2. Customers can submit their withdrawal request at anytime. The approval time may take up to 18 working days starting the date authorization process was completed successfully. Processing a pending withdrawal requires authorization from the Fraud department as well.

3. Any and all bonuses redeemed by the player cannot be withdrawn or redeemed from the Casino, and will be removed from the player's winnings upon processing of the withdrawal.

4. All withdrawals (Wire, Neteller, Direct-to-Card etc) are subject to a 10-40 \$/€/£ transfer fee. Fees are based on location and are determined by our payment processor and are the responsibility of the individual player to absorb.

5. For a withdrawal to be approved, the player will be asked to submit certain documentation and information in order to verify the account. Failure to comply or failure to submit said documents and information 30 days from the time the withdrawal was requested, will result in the withdrawal being cancelled. It is the responsibility of the individual player to send the required documentation. Withdrawal approval depends on all conditions outlined and the verification of all required documents.

6. A player may not withdraw winnings as long as there is still a wagering requirement attached to their balance. They must complete the wagering requirements before making a withdrawal request, or risk having the withdrawal denied.

7. The casino has the right to refuse or withhold a bonus or winnings in the event of a deposit being cancelled, returned or denied by any payment service or processor at anytime.

8.1. Unless otherwise stated, and although there are no upper limits on cashable winnings, the casino operates a maximum withdrawal limit of 10,000 credits per month and 1,500 credits per withdrawal. For withdrawals above the monthly threshold, payments are made in installments until the full amount is paid. This threshold does not apply to a progressive jackpot. Players are allowed to withdraw up to 1500 credits (equivalent to 1500 USD) per request. If the amount the player wants to withdraw is more than 1500, then the remaining funds are left in the account. Once the first withdrawal is approved, a player will be able to make a new withdrawal request with the money remaining in their account. A player has the right to cancel the withdrawal

request at any time while it is still in progress. This rule also applies to withdrawals from progressive jackpots.

8.2. The minimum amount for a withdrawal is 50 €/\$/£/AUD or 500 ZAR.

9. Any and all deposits must be wagered at least once (1X) the sum of the deposit in order to qualify for a withdrawal. A withdrawal cannot be approved unless a minimum wager of 1X the deposit is first met. Deposits made as part of promotions are subject to that specific promotion's Terms and Conditions and wagering requirement.

10. By depositing funds into your account, you direct us and we agree to hold them, along with any winnings, for the sole and specific purpose of using them (i) to place any gaming wagers; and (ii) to settle any fees or charges that you might incur in connection with the use of our services. We reserve the right to charge a fee of 3% - 6.5% for the processing of Credit Card deposits.

11. A player that didn't add funds to his account for one month-long or more (30 days), will be considered a free bonus player and will not be eligible to withdraw winnings from free bonuses or cash granted to him by the casino. The possibility of withdrawing winnings from free bonuses is reserved for our active players only.

12. Mixing a balance of a free-play with a balance of real-play is not allowed and is under the player's responsibility. If a deposit was made on top of a balance from a free chip, any playable balance the player had prior to depositing to play for real, will be considered free play, therefore, under the rules of free play.

## PRIVACY AGREEMENT

### Disclaimer

1. The Casino is obligated to keep all personal information given by the player safe and secure. Any details submitted by the player to the Casino at any point, will remain solely with the Casino and will not be given out to any third party or agency.
2. It is the sole responsibility of the player to keep all user names and passwords related to their casino account safe and secure. The Casino will not carry liability for any use of the account details by a person who is not the originally registered player.
3. The Casino retains the right to use the player's name as part of promotional events (e.g. publish a big win by said player), without any compensation or payment made to said player and will not be required to seek preapproval by the player.
4. The Terms and Conditions outlined define a final and exclusive understanding and agreement between You (the Player) and the Casino and complete all previous agreements, representations and understandings between You and Pure Casino with regards to your participation in the Casino.
5. The Casino reserves the right to withhold depositing or withdraw any credits or bonuses at our discretion. The Casino reserves the right to withdraw or amend the terms of this program at any given time or without prior notice.
6. This offer is not applicable for employees, partners, suppliers or any other party with a business and/or professional relation to Pure Casino.

### Intellectual property

7. Via this contract, The Casino grants the user a revocable, nonexclusive and non transferable right, to use its website, its software and/or its service as well as all linked services. This right also extends to the royalties and all the rights of intellectual ownership being attached to it.
8. The user recognizes and accepts that the copyright, the mark and all other rights of intellectual ownership being exerted on any material and/or provided contents and belonging to the website and/or the software of casino, remain our strict property. The user can use the above mentioned material only in agreement with these terms and conditions.
9. Pure Casino is the trade name of the Casino, and the Player has no rights to use or employ such a term, or any other terms, graphics, text, concepts or methodologies, by participating in the Web Site and the material contained therein.

10. The user recognizes and accepts the fact that the material and the contents reproduced on the website of the Casino are placed at their disposal only as non commercial titles. This material and these contents should be downloaded on the hard disk of a computer only to serve this goal. If any of the materials of the Casino games are interfered with mutilated, forged or damaged they become void and unusable. Regardless of how they are obtained whether physically or electronically. Material liability of the Casino games that contains any error is only limited to a replacement of the same material.

11. Any other use is strictly prohibited as well as the copy, falsification, the reproduction, the publication, the transmission and the distribution of work derived from this material and these contents.

12. Possible criminal or suspicious actions may be reported to the appropriate authority. When called upon to do so Players may need to produce certain verification documents when transacting with the casino in withdrawals or deposits. Proof of such could be clear photo identification, proof of address, credit card copies and purchase declaration forms. This requirement is to validate the security of our players and in compliance with Gaming regulations.

13. This contract is regarded as duly signed and accepted by the two parties: The Casino and the User.

14. The Terms and Conditions outlined define a final and exclusive understanding and agreement between You (the Player) and Pure Casino and complete all previous agreements, representations and understandings between You and Pure Casino with regards to your participation in the Casino.

#### REFUND POLICY

Thanks for opening an account with us and depositing funds into your account at our websites.

We offer the option of a refund on all deposits made on our websites. However, certain conditions have to be met. We invite you to read the conditions explained in more detail below.

Our returns policy is simple, straight forward, and we will be processed immediately.

However, there is a limited window of time as indicated:

Within 24 hours of the original deposit.

As required at the time of opening the account, the compliance must be completed and approved by our compliance department.

Games malfunction - Screenshot required.

Unable to play credits - Balance unplayed.

Wrong charges - statement required.

Processing Fee

There is a fee involved in processing and issuing your refund. The different fees (at your currency) are as follows:

Paper Check - 55.00

SEPA wire - 20.00

SWIFT wire - 75.00

Late or missing refunds (if applicable):

If you haven't received your refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

If you've done all this and you still have not received your refund yet, please contact us.

Kindly note that for cryptocurrency deposits under \$25, refunds cannot be facilitated as the transaction fees exceed the minimum refund threshold. In these instances, the deposited amount will be credited to the player's balance as credits, treated as a deposit, and subjected to the casino's terms and conditions applicable to all deposits.

## REFER A FRIEND TERMS AND CONDITIONS

1. The general terms and conditions apply to the refer-a-friend program and all other programs offered by Pure Casino. By submitting all required information into the refer-a-friend program, both you and the referred party (person being referred) consent to all terms of this program and the referred party has consented to their data being supplied by you the referring party. By submitting this information, the referred party consents to having an email sent to him/her by Pure Casino requesting him/her to sign up for a real player account. By submitting information into the refer-a-friend program, the referred party is fully aware that the referring party has submitted their details in good faith.
2. Persons utilizing the same computer (registering from the same IP address) will not be permitted to partake in the refer-a-friend bonus for security purposes. Referred players must not be existing members of Pure Casino. The email address provided by the referring party must not be associated with any current player of Pure Casino nor shall it be the same email as the referring member.
3. The referring member will be required to fill out specific information about his/her referred friend; this information includes, but is not limited to their given name, surname and email address. After all required information has been provided, submitted and then verified by Pure Casino, then and only then shall the bonus be supplied to both the referring and referred members.
4. In order to qualify for the refer-a-friend bonus, the referred party must first sign up for a real money account and deposit a minimum of 25 \$/€/£ into that account. Both the referring friend and the referred friend will receive their bonus only after the referred friend has deposited 25 \$/€/£ into their real player account and must allow for 48 hours before receiving the bonus in their real player accounts.

## BANKING

Welcome to our payment section, where you can learn about payment methods for depositing or withdrawing your winnings. All money transfers are secure thanks to SSL encryption methods that secure your personal and banking information. Pure Casino is committed to ensuring safe and reliable banking transactions both when you deposit and withdraw your winnings.

## DEPOSITS

Pure Casino accepts a variety of deposit methods.

These include VISA and MasterCard credit and debit cards, as well as different web wallets and vouchers. Please contact our support team via the 24/7 Chat support or at [support@purecasino.co](mailto:support@purecasino.co) to inquire about the most suitable payment methods for your country of residence.

The minimum deposit amount is 5 or 10 EUR (or the equivalent in other available currencies) depending on the payment method chosen. The maximum deposit may vary from 200 EUR to 1,000 EUR depending on the method of payment chosen.

Pure Casino accepts only payments made with the options available in the cashier.

Please make sure you only make deposits using a bank account, VISA/MasterCard bank card, payment wallets or any other payment method registered in your own name. If it is determined during the security checks that you have violated this condition, your winnings may be voided and the original deposit may be refunded to the account used to make that deposit.

Pure Casino reserves the right to refund transactions based on risk assessments. In such cases the deposit is refunded and the credit equivalent to the deposit is removed from the account.

## WITHDRAWALS

At Pure Casino, we are always thrilled when our players get the chance to withdraw their winnings. We believe that it is in our best interest to make this process as streamlined as possible.

The following documents are required by the casino in order to approve a pending withdrawal. This is a standard industry request and will only be necessary once. The documents are:

A Copy of ID or passport (Front and Back).

A recent Utility Bill showing player name and address as they appear in the account.

A Copy of any Credit Card or Debit Card used to make a deposit (front and back). Please cover all numbers except for the first four and last four.

A signed CAF (Card Authorization Form) found here: [PDF](#)

If you have used an Alternative payment method such as Neteller or Skrill, you will only need to provide:

A Copy of ID or passport (Front and Back).

A recent Utility Bill showing player name and address as they appear in the account.

The best way to send in these documents is by taking digital pictures of the above and sending them to [support@purecasino.co](mailto:support@purecasino.co)

Please include your name and username and please be sure the pictures are not too blurry. Once the Finance department has reviewed and approved the verification documents, your name will be added to the next available payment cycle.

## FRAUD PREVENTION

The above mentioned verification documents may also be requested for fraud prevention purposes. The casino reserves the right to request and require verification documents in order to validate any account deemed essential.

Please note, a player will not be able to play until the necessary documents have been received and approved by the casino. Verification Documents may also be sent via email to [support@purecasino.co](mailto:support@purecasino.co)

Please note by completing a transaction you automatically agree to our Terms and Conditions and Privacy Policy.

A 3% processing fee will be taken on all deposits.

## COOKIE POLICY

### WHAT ARE COOKIES?

Cookies are small text files with a unique identifier that are sent from a web server to a web browser of a device (computer, tablet or mobile phone). These files are stored on the device's hard drive. Every website can send its own cookies to a web browser if the web browser's settings allow it.

### HOW DO WE USE COOKIES?

When you access our website and engage with our content, we use cookies that are required for providing our services. In case cookies are not approved by the user, our services may not be available in full or easy to access. Some cookies provide security that is required in order to comply with some regulatory requirements or security requirements, including for online payments.

Our cookies are used to adapt our services for the user by remembering the user's preferences and settings. That way, interaction between users and the services is more efficient and smoother. In addition, cookies enable us to adjust the relevant advertisements to the user.

In order to understand your use of our website, mobile applications and services, and in order to enhance and adjust their performance, we use first party and third-party cookies, web beacons, ad tags, device identifiers and other similar technologies.

### WE USE FUNCTIONALITY COOKIES

We use functionality cookies to remember your preferences on our websites, so you can receive personal features. If you choose to delete these cookies from your browser, we will not have information about your log-in details and preferences, and we might not be able to provide you with the content that you requested.

### WE USE PERFORMANCE COOKIES

Performance cookies allow us to reduce the network bandwidth by not resending data that already exists on your device. The information that these cookies collect is anonymous. Not allowing us to use these cookies will make us request data in each of your visits to our website.

### WE USE COOKIES FOR ADVERTISING PURPOSES

Using third party cookies allow us to identify your interests and target advertisements that better suit your taste. The third-party companies that we work with are authorized to place third party cookies or use other technologies on our website upon your consent to us. If you choose not to allow these cookies, the advertising you will receive will be less adjusted to you.

### MANAGING AND TRACKING COOKIES SETTINGS

There are several ways to control cookies settings. Please note that by deleting or blocking cookies some of the features of the website may not work properly.

Most web browsers provide general information about cookies, enable you to see what cookies are stored on your device, allow you to delete, block, or allow cookies for specific websites or for all websites. Note that your settings apply to the specific browser or device that you are using. You can control cookies from your browser, information is usually found under the "Help" section of the browser.

In order to enjoy all the features on our website, we recommend our users to allow cookies.

## PRIVACY POLICY

Here at Pure Casino, we do not sell, trade or rent your personal information to other parties. While we may provide reputable parties with statistics about our player demographics, sales, internet traffic and other site information, this information does not include the personal details of any of our players.

## CHOICE / OPT-OUT

Pure Casino players have the option to opt out of receiving communications (via email, home mailing address, etc.) from our partners, as well as any promotional communication. To do so, simply send an email to [support@purecasino.co](mailto:support@purecasino.co) to opt out of receiving such communications.

## AMENDMENTS TO OUR PRIVACY POLICY

If we change or amend our privacy policy in any way we will immediately post the changes here. We strive to keep our players informed with the most up-to date details about what information we collect and how we use it.

## CONCLUSION

Here at Pure Casino, we make your privacy our top priority. The information we collect from our players is used solely to facilitate the exchange of funds and to enhance your overall gaming experience. None of your personal information will be sold, traded or rented to third parties.

## CONTACTING US

Do you have a question about the privacy policy, our practices, or anything else? Feel free to contact us at [support@purecasino.co](mailto:support@purecasino.co). We are more than happy to help!

## RESPONSIBLE GAMING POLICY

Pure Casino is dedicated to providing its members with a responsible gaming environment. We place high importance to creating a safe environment for our players and preventing compulsive usage of our gaming products, as well as underage access.

As a responsible, regulated gaming company, we comply with all the necessary guidelines and regulations.

In order to do so, Pure Casino implemented the most advanced safety measures as follows:

### PROTECTION OF MINORS

Minors under the age of 18 (or the age of legal consent in your jurisdiction) are prohibited to play in Pure Casino's online games. Our online casino games are not designed for children or adolescents. We actively discourage and track minors under the age of 18 (or the age of legal consent in your jurisdiction) who attempt to play at our websites and immediately block their access.

Along with this, as internet services are accessible all over, we recommend parents to install child protection software in order to block access of minors from gambling websites.

Tips for parents:

Do not leave your computer unattended when the casino website is running. Please take extra care to ensure that our service is not accessible to children through your devices.

Protect your gambling programs with password and keep your login details out of reach of children.

Do not allow minors under the age of 18 (or the age of legal consent in your jurisdiction) to participate in any gambling activity.

Inform your children about the illegality and the potential damage of underage gambling.

Limit the amount of time your children spend online.

Important: No software is free of holes. If you know a minor under the age of 18 (or the age of legal consent in your jurisdiction) who is registered to our site, please notify us as soon as possible at [support@purecasino.co](mailto:support@purecasino.co)

### PREVENTING COMPULSIVE GAMBLING

While majority of members play for fun and entertainment, some players develop addiction to online gaming. Losing significant amount of money as a result of gambling can lead to different problems in all major areas of life.

We take this issue very seriously and therefore implemented the following measures to help coping with addiction:

Our professional employees are trained to be able to detect compulsive gambling and underage gambling. Once detected, appropriate actions are taken.

Self-exclusion program which allow an easy way to request cancelling of membership. Shortly after the request is received by us, we will block the member's account.

Allowing the member to set his own deposit amount limit.

Removing the member from our email list upon written request.

Important:

Counselling proved to have a major positive effect on people who are prone to compulsive gambling.

Gambling is a form of entertainment only, it does not replace income from other sources. Never bet your rent money and money you need for everyday necessity.

Gambling is a game of chance, winning is not guaranteed in any stage.

Make sure that the decision to gamble is your own and that you were not influenced by others.

Never try to chase your losses. Check the amounts you spend on a regular basis.

Make sure you know the rules of the games you play.

Moderation is the key to avoid addiction to gambling. Be aware.

## SEEK HELP

The following questions will help you understand if you have an addiction problem:

Do you gamble in order to avoid coping with your everyday life?

Do you miss work or school in order to gamble?

Have you lost interest in your family, friends or hobbies?

Do other people criticize your gambling habits?

Do you gamble all your money, including the money supposed to be used for rent and bills?

Have you ever lied to cover up the amount of money or time you spend on gambling?

When you gamble and lose all your deposit, do you have a feeling of lost and despair and have an urge to gamble again as soon as possible?

Do you feel depressed or even suicidal because of your gambling?

If you replied yes to one or more of the questions above, or if you have any concerns about addiction to gambling, here are a few organizations you can turn to:

Gamblers Anonymous: <https://www.gamblersanonymous.org/ga/>

Gambling Therapy: <https://www.gamblingtherapy.org/en/>

Global Gambling Guidance Group (G4): <https://www.gx4.com/>

#### SELF-LIMIT

We recommend that you use our tool of self-limit and control the amount of money that you use to gamble in our site. By a simple written request from our support team, we will set limit on your account.

While setting a limit, bear in mind how often you play and how long is each session. In addition, decide in advance what is an acceptable amount for losing. According to your answer, set a daily, weekly and monthly limit.

At any time, you can contact our support team at [support@purecasino.co](mailto:support@purecasino.co) and request to take a break for a maximum of six weeks. In this period of time, we will limit your access to the account and to new accounts that you will attempt to open.

At any time, you can turn to our support team and request to close your account completely.

## SECURITY

Created by people with a passion for gaming, Pure Casino is proving to be a true pioneer of online casino in Europe, incorporating an innovative interactive option. We are extremely proud to make online gaming history and we hope that you will enjoy every moment playing at our casino.

Pure Casino operates under a licence issued by the Curaçao Gaming Authority through Windward Circle B.V and is Rival Gaming's very first European online casino.

## RIVAL GAMING SOFTWARE

All our games have been developed by Rival Gaming and are RNG certified. This guarantees that our games are fair, honest and highly secure. The Random Number Generator and its implementation has been tested and certified for randomness according to prevailing industry standards.

Rival Gaming is a developer of gaming software for the online casino industry. Since 2006, the company has grown successfully to become one of the leaders of this industry. The company is mostly known for having developed the range of iSlots Slot Machine games which have proved to be extremely popular with players and have attracted a lot of attention from industry experts.

Today, there are over 120 games available on the casino software. All these games are based on themes that are visually attractive and designed to capture the attention of all players. All games are designed with matching uplifting sound tracks to create a vibrant and enticing atmosphere and help you make your way to the jackpot.

Online casinos based on Rival Gaming's technology are extremely secure and a great deal of attention is paid to the security of the players, as well as strict rules regarding all third parties involved in the running of the casino. You can therefore be sure that you are playing in a safe and fair environment.

## BANK TRANSACTIONS SECURITY: DEPOSITS AND WITHDRAWALS

The Pure Casino cashier offers a security system that guarantees all your transactions to and from your online casino account. Each credit card number as well as all your personal details are transmitted using a secure connection and Digital Encryption technology. Our Digital Encryption technology is embedded within the casino software to offer a high level of security unlike so many other e-commerce systems that rely on a simple connection.

Pure Casino boasts a SSL connection using 128-bit encryption to ensure your online transactions – deposits and withdrawals – are secure. This encoding represents the best security currently available as it is also used by banks and other financial institutions.

By providing you with reliable and fair gaming software, we aim to offer fast and straight forward depositing and withdrawal transactions for all our players. We understand that to earn the loyalty of all our players, we need to provide fast and efficient withdrawal procedures and we always try to ensure that each transaction is dealt with accordingly.

## FAIR GAMING AND PAYOUT RATES

Thanks to efficient management and low overheads, we are able to offer some of the highest payout rates in the industry with an average payout rate for all games reaching over 97%!

Every month, our payout rates are independently audited and validated by a third party auditor in accordance with the industry standard for fair gaming. Our high payout rates are part of the reason why Pure Casino remains to be successful.

## ECOGRA STANDARDS

Our casino software has been developed in accordance with industry quality standards recommended by Ecogra, the e-Commerce Online Gaming Regulation and Assurance regulator. We always work in accordance with the strict guidelines published by this international organization to ensure the safety of our players and maintain the highest standard of fairness and professionalism.

Ultimately, the security measures in place and the high level of customer service is in place to ensure that we can provide the best service possible for our players.

## DISPUTE RESOLUTION POLICY

### 1. Purpose

This Dispute Resolution Policy is established in accordance with Article 5.3 of the National Ordinance on Games of Chance (LOK) and the requirements of the Curaçao Gaming Authority (CGA).

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### 2. Internal Complaint Procedure

#### 2.1 Initial Complaint

Any dispute between the Player and the Company must first be submitted to the Company's Customer Support Department.

The complaint must include:

- Player name and account details
- Description of the dispute
- Supporting evidence (if applicable)

Complaints must be submitted within six (6) months of the incident by mail, email, or via the complaint interface available on the website.

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#### 2.2 Roles and Responsibilities

##### Customer Support Team

- Receives and records complaints.
- Acknowledges receipt of complaints.
- Maintains communication with complainants throughout the complaint process.
- Escalates complaints in accordance with this Policy.

##### Compliance Officer (Senior Compliance Officer)

- Reviews complaints involving regulatory, responsible gaming, AML/CFT, sanctions, fraud, or compliance-related matters.
- Oversees escalated investigations.
- Assesses whether a complaint creates regulatory reporting obligations.
- Maintains complaint records and retention controls.

##### Senior Management

- Reviews complaints involving significant financial exposure, legal risk, reputational risk, or regulatory implications.
- Approves material settlements and escalation decisions.

##### Compliance / Legal Function

- Coordinates ADR referrals.
- Manages regulatory communications and reporting obligations.

- Supports legal review of complex disputes when required.
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### **2.3 Complaint Recording and Management**

All complaints shall be recorded and maintained within a centralized complaint management system.

The system shall provide:

- Complaint reference numbering
  - Status tracking
  - Action and communication logging
  - Escalation tracking
  - Audit trail functionality
  - Documentation storage
  - Resolution and closure recording
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### **2.4 Internal Resolution**

The Company will:

- Review the complaint fairly, objectively, and without undue delay.
  - Provide a written response within a reasonable timeframe.
  - Attempt to resolve the dispute amicably.
  - Maintain records of all communications and decisions.
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### **2.5 Service Levels and Escalation**

Complaints exceeding applicable response or resolution timelines must be escalated to the Compliance Officer and Senior Management for review and corrective action.

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### **2.6 AML, Fraud and Financial Crime Escalation**

Complaints involving fraud indicators, suspicious transactions, sanctions concerns, money laundering indicators, identity theft, payment abuse, or other financial crime risks shall be immediately escalated to the Compliance Officer.

The Compliance Officer shall assess whether the matter requires:

- Enhanced investigation
  - Internal escalation
  - Filing of a Suspicious Transaction Report (STR)
  - Notification to the Financial Intelligence Unit (FIU)
  - Any other action required under applicable AML/CFT legislation
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## **2.7 Use of Technology and Artificial Intelligence**

Where artificial intelligence tools are used to support complaint handling processes, appropriate human oversight and validation controls shall be maintained.

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## **3. Escalation to Alternative Dispute Resolution (ADR)**

If the Player is not satisfied with the Company's final decision, the Player may escalate the dispute to an independent dispute resolution body where available and applicable under the regulatory framework.

Regulatory complaints may also be submitted to the Curaçao Gaming Authority where the matter concerns regulatory compliance.

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## **4. Regulatory Complaint to Curaçao Gaming Authority**

If the dispute involves regulatory violations rather than transactional matters, the Player may file a complaint with the Curaçao Gaming Authority.

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## **5. Court Proceedings**

If the dispute cannot be resolved through internal complaint procedures and ADR, either party may refer the dispute to binding arbitration or the competent courts of Curaçao.

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## **6. Governing Law**

This Policy and all disputes are governed by the laws of Curaçao.

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## **7. Record Retention**

Complaint records, supporting documentation, investigation notes, decisions, communications, and ADR-related records shall be retained for a minimum of five (5) years, or longer where required by law.

The Compliance Department is responsible for maintaining complaint records and ensuring retention requirements are met.

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## **8. Monitoring, Audit and Review**

Complaint handling effectiveness and compliance with this Policy shall be reviewed at least annually through internal audits, management reporting, trend analysis, and quality assurance reviews.