

OPERATIONAL MANUAL

ENCODE DIGITAL B.V.

License No. OGL/2024/1186/1127

18 June 2026



Capital Trust Corporation N.V.

The present document is the Operational Manual maintained by the Operator pursuant to Article 5.9, first paragraph, of the National Ordinance on Games of Chance (LOK). That provision requires every holder of a licence granted under Article 5.1, first paragraph, to keep and maintain at all times an operational manual that describes the manner and degree to which the Operator complies with the National Ordinance and with the conditions and restrictions attached to the Gaming Licence.

§1 SECURE STORAGE AND PROTECTION OF PLAYER DATA

Player data — spanning identity verification documents, financial transaction records, account credentials, and all communications — is subject to comprehensive technical and organisational protection measures. These measures are designed to safeguard data integrity, prevent unauthorised access, and fulfil the Operator's obligations under applicable data protection law.

§1.1 Infrastructure and Hosting Standards

All player data is hosted within a Tier IV-certified data centre constructed to deliver maximum availability through fully redundant power supply, cooling, and network connectivity infrastructure. Physical security measures — including 24-hour surveillance, fire suppression, and climate control systems — protect the facility against unauthorised access and environmental hazards.

§1.2 Access Controls and Audit Logging

System access is allocated on a role-based basis and is restricted to information directly relevant to each staff member's operational function. All privileged-access accounts require multi-factor authentication. A detailed audit log records every data access event and modification, supporting accountability and regulatory review.

§1.3 High Availability and Regulator Access

Active-standby server configurations and continuous live replication ensure that both current operational data and historical records are accessible at all times — including to competent regulatory and supervisory authorities — with near-zero downtime.

§1.4 GDPR and Local Privacy Compliance

Data processing practices are aligned with the EU's General Data Protection Regulation (GDPR) and applicable Curaçao privacy legislation.

Compliance Area	Implementation Measure
Data Minimisation	Collection is limited to information strictly required for KYC, AML/CFT, Responsible Gaming, and operational compliance purposes. No excess data is retained.
Data Subject Rights	Players may submit verified requests to access, correct, or delete their personal data. Such requests are processed within legally prescribed timeframes.
Accountability and Evidence	Security protocols, access logs, audit findings, and staff training records are maintained in documented form to demonstrate ongoing regulatory compliance.

§1.5 Retention and Secure Disposal

Personal data is held only for the duration mandated by applicable law. AML legislation requires a minimum five-year retention period for transaction records. On expiry of the applicable period — or following verified account closure — all associated data is permanently and irreversibly destroyed.

§2 TECHNICAL INFRASTRUCTURE AND EMERGENCY RESPONSE PLAN

The Operator's technical environment is designed to sustain continuous platform availability through resilient hosting architecture, systematic data backup, and documented emergency recovery procedures that assign clear responsibilities and enable rapid response to disruption.

§2.1 Core Systems and Hosting Setup

Financial, gaming, and administrative systems are hosted within the Operator's on-premises data centre. The environment comprises a virtualised server infrastructure with physically secured server rooms, and is maintained through scheduled backup routines that support both rapid recovery and continuity of service.

§2.2 Disaster Recovery Procedures

A structured, phase-based recovery plan is activated upon identification of any system failure, data incident, or physical disruption. Each phase is pre-assigned to designated personnel and governed by documented checklists:

Phase	Recovery Action
Network Restoration	Connectivity is re-established via secondary ISP links and reconfigured VPN tunnels. All monitoring and alerting systems are restarted.
Hardware Recovery	Faulty components are replaced with on-site spares or pre-staged units. Vendor escalation contacts are available for emergency procurement.
System Recovery	Core platforms are rebuilt from certified system images. Application data is reloaded and current security patches applied before return to production.

Endpoint Access	Staff workstations are rebuilt via standard imaging procedures once core services are operational. Secure remote access instructions are circulated to all affected users.
Communication Tools	If primary email services are unavailable, operations are transferred to cloud-hosted alternatives. Telephony is rerouted to mobile devices; voicemail is updated accordingly.

§2.3 Network Structure and Backup Strategy

The network is designed to minimise downtime and enable rapid configuration restoration:

- [1] core routing and switching equipment is maintained alongside on-site replacement units;
- [2] archived network configuration files are stored separately to accelerate recovery; and
- [3] scheduled backups are applied to all critical data sets and system parameters on a regular cycle.

§2.4 Staff Coordination and Communication

The following protocols govern all emergency communications:

- [1] A designated Incident Lead assumes overall command and directs the cross-functional response.
- [2] Functional leads govern their respective domains: IT, Administration, Facilities, and Communications.
- [3] Redundant channels — telephone, SMS, email, and messaging applications — are used in parallel to ensure delivery of critical instructions.
- [4] Pre-prepared message templates and scheduled status briefings keep all stakeholders informed throughout the recovery process.

[Diagram: Technical Infrastructure and Emergency Recovery Model]

§3 OVERVIEW OF GAMES OF CHANCE: OFFERINGS, PAYMENTS, PAYOUTS, AND OUTCOME SYSTEMS

Under its Gaming Licence, the Operator makes available a portfolio of Games of Chance delivered across virtual and live-dealer formats, supplemented by sports and e-sports wagering. This section describes the principal game categories, the applicable payment and withdrawal framework, and the technical systems used for outcome determination.

§3.1 Types of Games and Features

Category	Description
ROULETTE	Wagers are placed on numbered segments of a rotating wheel where a ball will come to rest. European and American variants may be available. Bet types range from specific number selections (inside bets) to broader outcome groups such as colour or parity (outside bets). Each spin result is produced by a Random Number Generator (RNG), ensuring full independence between rounds.
LIVE CASINO	Professionally trained dealers conduct games including blackjack, baccarat, and roulette in a purpose-built studio, streamed in high definition to the player's device. Outcomes result from actual physical actions — card dealing, wheel spinning — observed in real time. RNG is not used for result determination in this format.
SLOT GAMES	Digital reel-based games with themed configurations, defined symbol combinations, bonus features, and multiplier schedules. A complete payout table is available within each game. All spin results are governed by a Random Number Generator (RNG) that ensures statistical independence and unpredictability of each outcome.
VIDEO POKER	An initial five-card hand is dealt; the player selects which cards to hold before replacement cards are drawn. Payouts reflect standard poker hand rankings. Both the opening deal and subsequent draws are determined entirely by RNG algorithms.
BLACKJACK	Players seek a hand value as close to 21 as possible without exceeding it. Available decisions include hitting, standing, doubling, or splitting. The dealer follows fixed drawing rules. Card shuffling is performed digitally via RNG-secured algorithms.

§3.2 Sports Betting

Pre-match and in-play wagers are accepted on traditional sports and e-sports events. The following bet types are accessible to registered users:

Bet Type	Description
SINGLE BET	One selection; return = stake × odds.
ACCUMULATOR	All selections must be correct. Odds are multiplied. One failure voids the entire bet. Correlated outcomes excluded automatically.

SYSTEM BET	Multiple accumulator combinations from a pool of up to 20 selections (up to 184,756 combinations possible).
MULTIBET	User-defined blend of singles and accumulators. An optional Lobby selection — which must be correct — may be designated; without it the bet defaults to a System Bet.
PATENT BET	3–8 selections; all accumulator combinations covered. Minimum two correct selections required for a return.
LUCKY BET	2–8 selections; all single and accumulator combinations covered. A return is possible from a single correct selection.
CHAIN BET	Sequential single bets; each win rolls forward to fund the next wager. Terminates when the available balance is exhausted.
CONDITIONAL BET	Ordered sequence of bets, each funded by the previous return. Sequence closes if a selection fails with no remaining balance.
ANTI-ACCUMULATOR	Returns when at least one leg of the equivalent accumulator fails. Only non-correlated outcomes permitted.
ADVANCEBET	Draws on anticipated returns from unsettled wagers on events within 48 hours. Cancelled if subsequent outcomes cannot cover the advance.

§3.3 Transaction Handling and Payment Framework

All financial transactions are routed exclusively through licensed Payment Service Providers (PSPs) operating under formal merchant agreements, ensuring secure processing via authorised domestic and international channels.

Core Transaction Policies

Policy	Detail
a) KYC Prior to Withdrawal	Account holder identity must be verified before any withdrawal is processed, in accordance with the Operator's customer due diligence obligations.
b) Continuous Availability	Withdrawal requests are accepted and processed around the clock.
c) Non-Cash Channel Restrictions	Funds deposited via electronic wallets or digital payment systems are ineligible for withdrawal through cash-based channels.
d) Wagering Requirement	Withdrawal eligibility requires genuine gaming activity equivalent to the full deposited amount at minimum odds of 1.1. Risk-neutralising strategies do not count.

e) Anomaly Holds	Accounts exhibiting irregular behaviour may have withdrawals suspended pending verification of identity or transaction legitimacy.
f) Method Symmetry	Withdrawals must use the same method as the relevant deposit; multiple deposit methods require proportional withdrawal distribution.
g) Account Ownership	Only financial instruments registered in the player's own name may be used.

§3.4 RNG Systems

Virtual game outcomes are determined exclusively by Random Number Generator (RNG) systems provided by each game supplier. These systems are responsible for:

- [1]** producing the result of each individual game session;
- [2]** applying validated mathematical and/or hardware-based generation methods; and
- [3]** guaranteeing that outcomes are not adjusted in favour of any party.

Randomness Methodology	Seed Security	Continuous Compliance
Validated generation algorithms ensure that all outputs are statistically random and free from bias or pattern.	Non-deterministic, cryptographically secured seed values eliminate any possibility of sequence prediction.	Periodic evaluations confirm continued adherence to applicable technical and regulatory standards.

§4 PERIODIC TESTING AND VALIDATION OF RANDOM NUMBER GENERATORS: METHODS, STANDARDS, AND CERTIFICATION FRAMEWORK

The integrity of virtual gaming outcomes depends on the sustained performance of the Random Number Generator (RNG) systems deployed on the platform. This section describes the diagnostic testing procedures, technical compliance standards, certification framework, and quality-monitoring objectives that govern the periodic evaluation of all such systems.

§4.1 Statistical Testing Procedures

RNG performance is assessed through the following diagnostic procedures, among others:

Procedure	Purpose
Runs Test	Detects non-random clustering or irregular repetition within output sequences that may indicate algorithmic deficiency or systematic bias.
Frequency Distribution Analysis	Confirms that each possible outcome appears with the expected statistical frequency across a defined sample of output values.
Chi-Square Goodness-of-Fit Test	Compares empirically observed output distributions against a theoretical uniform probability model to identify deviations.
Entropy Analysis	Quantifies the unpredictability of the output stream; higher entropy indicates lower predictability and a more robust randomness profile.
Autocorrelation Evaluation	Measures statistical dependence between successive outputs; significant correlation would indicate a failure of independence.

§4.2 Technical and Regulatory Compliance

All RNG systems must satisfy internationally recognised standards for random number generation:

Cryptographic Integrity	Seed Security	Documentation and Auditability
Generation must rely on cryptographically robust algorithms or hardware entropy sources with demonstrably high unpredictability.	Seed values must derive from non-deterministic sources, generated in a manner that makes sequence prediction computationally infeasible.	System architecture, generation logic, and data flows must be fully documented and available for regulatory inspection on request.

§4.3 Third-Party Certification and Oversight

No RNG system may be deployed on the platform without prior independent certification by a recognised testing laboratory. The certification process covers:

- [1] independent statistical analysis of generated output samples;
- [2] source code review of the underlying generation algorithm; and
- [3] verification of seed management procedures and result logging controls.

Certifications are renewed on a defined periodic schedule to confirm continued regulatory and technical conformity.

§4.4 Recognised Certification Authorities

Certification is accepted from the following accredited testing organisations, among others:

Organisation	Website	Recognised Jurisdictions (incl.)
Gaming Associates	https://gamingassociates.com/	Malta, UK, Curacao, Ontario
SIQ	https://www.siq.si/en/	Spain, Serbia, Georgia, Poland
Gaming Laboratory International (GLI)	https://gaminglabs.com/	Romania, Greece, Czechia, Macao
QUINEL	https://www.quinel.com.mt/	Latvia, Portugal, Lithuania
BMM	https://bmm.com/	Netherlands, Isle of Man, Colombia
Global Lab	https://www.globaltestinglabs.com/	Peru, Italia, Estonia
eCogra	https://ecogra.org/	UK, Malta, Curacao
Lean Lab	https://www.leanlab.co/	Multiple MGA/UKGC jurisdictions
iTech Labs	https://itechlabs.com/	Curacao, Poland, Colombia
Trisigma	https://trisigma.com/	Multiple EU jurisdictions
SQS	http://soqus.com/en/	Multiple EU jurisdictions

Recognised jurisdictions include: Malta, United Kingdom, Spain, Serbia, Georgia, Romania, Greece, Czechia, Macao, Ontario, Poland, Peru, Italy, Latvia, Curaçao, Portugal, Netherlands, Isle of Man, Lithuania, Colombia, and Estonia.

§4.5 Objectives of RNG Quality Monitoring

Each deployed RNG must demonstrate the following at all times:

Statistical Uniformity	Manipulation Resistance	Standards Compliance
Proven independence and uniform distribution of outputs across all sessions, confirmed	Inherent structural resistance to prediction, external manipulation, or	Verified adherence to internationally accepted generation standards,

through recurring diagnostic testing.	algorithmic influence by any party.	maintained through periodic independent recertification.
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§5 USER INTERFACE DESIGN AND PERSISTENT ON-SCREEN ELEMENTS

The platform's visual architecture balances three simultaneous objectives: delivering an engaging and seamless user experience; presenting material terms and compliance information with clarity; and maintaining continuous, accessible reinforcement of player protection requirements. A fixed set of interface components is displayed across every page and session to fulfil these obligations.

§5.1 Footer Components

The footer, shown at the base of every screen, carries the following mandatory elements:

Element	Function
Regulatory Seals	The official CGA digital compliance badge, confirming the platform's licensed status.
Licensing Information	The Operator's licence number and a statement of oversight by the Curaçao Gaming Authority (CGA).
Licensee Details	Full legal name and registered address of the licence-holding entity.
Age Restriction Notice	A clearly visible reminder that the platform is restricted to users of legal gaming age.
Terms and Conditions	Links to all principal operational policies governing the player relationship.
Responsible Gaming Access	Direct link to the Responsible Gaming Policy and third-party support services.
Social Media Links	Icons linking to the Operator's verified social profiles for updates and support.

§5.2 Header Components

Each page header includes:

Element	Function
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Account Access	Shortcut to the player's profile, account balance, personal settings, and security options.
Brand Logo	Prominently positioned to reinforce platform identity throughout each session.
Main Navigation Tabs	Direct links to all primary game categories including slots, live games, and sports betting.
Localisation Controls	Options for preferred display language and local time zone.

§5.3 Design Purpose and Regulatory Consistency

The interface architecture is designed to serve three concurrent functions:

Engagement	Transparency	Player Protection
Layout and visual hierarchy are optimised to support a fluid, immersive experience and encourage continued participation.	Key terms, policy information, and platform features are presented in a visually accessible manner, keeping players fully informed.	Interface elements actively reinforce Responsible Gaming standards by communicating restrictions and providing direct access to support resources.

Stylistic updates may be introduced over time, but the presence, accessibility, and functionality of all listed components are maintained as a constant across every user session, in compliance with applicable legal and licensing requirements.

§6 ACCESS RESTRICTION PROTOCOLS FOR INELIGIBLE USERS

A multi-layered system of technical controls prevents access by individuals who are barred from participation — by statute, regulatory requirement, or voluntary self-restriction. These controls are implemented across all platform entry points and are subject to ongoing review and enhancement.

§6.1 Geographic Access Restrictions

Measure	Description
IP-Based Location Detection	Automated IP analysis identifies the geographic location of all connecting users. Access is blocked immediately for connections

	originating from jurisdictions where online gambling is prohibited or unlicensed.
Real-Time Territory Updates	The register of restricted regions is updated as regulatory changes take effect, ensuring access controls remain current at all times.
Sanctions for Circumvention	Accounts confirmed as operating from prohibited territories are suspended and associated transactions voided in accordance with internal policy.

§6.2 Identity and Account Integrity

Measure	Description
Contact Validation	A one-time password (OTP) or confirmation link must be used to verify the accuracy and ownership of the email or mobile number provided at registration.
Duplicate Account Screening	Automated cross-referencing of IP addresses, device fingerprints, and personal data detects potential duplicate registrations, which are referred for review.
Know Your Customer (KYC)	Full identity verification is required at defined trigger events: (i) on reaching prescribed cumulative deposit thresholds; (ii) prior to any withdrawal; (iii) on identification of suspicious activity; and (iv) during scheduled review cycles.

§6.3 Login Protection Measures

Measure	Description
Multi-Factor Authentication (MFA)	Optional MFA adds a second authentication layer — delivered via authenticator application or SMS — to the standard password login.
Login Attempt Monitoring	Repeated failed login attempts trigger temporary account suspension and referral to the security team for investigation.
CAPTCHA Controls	CAPTCHA challenges at login and registration block automated bot traffic and protect against credential-stuffing and mass-registration attacks.

§6.4 Age Restriction Enforcement

Measure	Description
Date of Birth Collection	Full date of birth is required at registration. The system confirms that the registrant meets the minimum legal age requirement of 18 years.
Third-Party KYC Verification	Government-issued identity documents are processed through certified third-party solutions for authenticity checks and age confirmation.
Manual Compliance Review	Where automated processes are inconclusive, the Compliance Team undertakes a manual review of submitted identity documentation.
Underage Account Closure	Confirmed underage accounts are closed permanently, all activity voided, and any eligible funds returned under the platform's Terms and Conditions.

§6.5 Device Identification and Session Management

Measure	Description
Inactivity Timeout	Sessions are terminated automatically following a defined period without activity to prevent unauthorised access from shared or unattended devices.
Device Fingerprinting	Session-level device profiles built from browser, OS, and configuration attributes are used to detect and act upon attempts to operate multiple accounts from the same device.
Concurrent Login Restrictions	Simultaneous access from multiple devices is generally restricted; access from unrecognised devices may require additional verification.

§6.6 Fraud Monitoring and Behavioural Analysis

Measure	Description
Real-Time Risk Alerting	Trigger events — including location changes, flagged payment instruments, or high-frequency transaction patterns — generate immediate alerts for the fraud team.
Continuous Behavioural Analytics	Automated tools monitor deposits, gameplay, withdrawals, and login behaviour to identify anomalies indicative of fraud or policy abuse.

Velocity Limits	Transaction frequency thresholds flag rapid activity sequences that may signal automation or account compromise.
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§6.7 Enforcement Against Prohibited Users

Measure	Description
Self-Exclusion Enforcement	Accounts subject to a self-exclusion or cooling-off period are blocked at system level from all platform activity, including login, deposits, and wagering.
Internal Blacklisting	Accounts linked to confirmed violations — including chargebacks or identity misuse — are entered into a secured internal register and permanently barred from access.

§7 GENERAL PRINCIPLES OF RESPONSIBLE GAMING

The Operator's Responsible Gaming framework is a core component of its operating model and licensing obligations. It is intended to ensure that gambling services are provided responsibly, that vulnerable individuals are protected, and that the conditions attached to the Gaming Licence are met in full. The framework draws on both Curaçao regulatory requirements and established international best practice.

§7.1 Objectives

The Responsible Gaming programme is directed at achieving the following outcomes:

- [1] Compliance with all applicable regulatory requirements and Gaming Licence conditions.
- [2] Promotion of gambling as entertainment, not as a financial strategy or income source.
- [3] Prevention of access by minors and other prohibited categories of user.
- [4] Provision of tools that enable players to manage and control their gambling activity.
- [5] Early detection of problem gambling indicators and timely, appropriate intervention.
- [6] Ensuring that operational staff are trained to recognise and respond to player harm.

§7.2 Age Verification Controls

The following measures apply to restrict access by persons below the legal gaming age:

- [1] Date of birth, verified against identity documents and payment method ownership records, is required as part of every registration and verification workflow.
- [2] Government-issued photographic identification is required for withdrawals and upon reaching specified cumulative deposit thresholds.
- [3] Confirmed underage accounts are closed immediately, all activity voided, and any eligible funds returned.
- [4] The use of parental control software on shared devices is recommended to prevent incidental access by minors.

§7.3 Player Information and Transparency

Responsible Gaming (RG) resources are visibly integrated throughout the platform's interface and published in multiple languages. Each player has access to:

- [1] Clear descriptions of all available RG tools, including deposit limits, session timers, cooling-off periods, and self-exclusion.
- [2] Educational content on identifying signs of problematic gambling behaviour, with direct links to external support organisations.
- [3] Live session tracking tools allowing real-time monitoring of time spent and net financial outcomes.

§7.4 Tools for Player Self-Control

Tool	Description
Deposit Limits	Daily, weekly, and monthly deposit ceilings may be set by the player. Reductions apply immediately; increases require a 7-day cooling period.
Loss and Wager Limits	Where the platform supports it, maximum loss and per-period stake thresholds may also be configured.
Session Timers	A live session clock is displayed throughout all active gameplay sessions.
Reality Checks	Configurable automated notifications summarise elapsed session time and net financial outcomes at defined intervals.
Cooling-Off Periods	Account access may be suspended for 24 hours, 7 days, 1 month, or 3 months. Marketing is paused for the full duration.

Self-Exclusion	Players may exclude themselves from specific verticals or from the full platform with immediate effect, for fixed terms of 1, 3, 5, or 10 years, or permanently.
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§7.5 Key Provisions of Self-Exclusion

- [1] Self-exclusion is activatable directly through the account interface without staff involvement or delay.
- [2] On activation, the player is immediately locked out of all gambling services — login, deposits, and wagering.
- [3] Associated payment methods are blacklisted to prevent circumvention.
- [4] Once active, an exclusion cannot be shortened or cancelled before the chosen term expires.
- [5] Account reactivation after expiry requires a written request.

Exclusion may apply to:

- one or more specific product verticals (e.g., casino, sportsbook);
- the full platform, including all associated mirror domains.

§7.6 Monitoring and Detection of Risk

Automated systems — including AI and machine-learning risk tools — combined with human oversight continuously evaluate player behaviour. The following patterns may trigger review and intervention by the Responsible Gaming team:

- [1] Reversal of pending withdrawal requests.
- [2] Unusually high-frequency deposits or wager activity.
- [3] Prolonged uninterrupted play sessions.
- [4] Repeated amendments to self-imposed limit settings.
- [5] Use of multiple payment methods in a short timeframe.
- [6] Attempts to create duplicate accounts.
- [7] Behavioural patterns suggesting elevated risk among younger users.

§7.7 Intervention Procedures

Where indicators of harm are identified, the following steps are applied:

- [1] All contact with the player is recorded in the Player Account Management system.

- [2] A trained staff member contacts the player to discuss available tools and support options.
- [3] The player may be directed to specialist external resources, including national helplines.
- [4] Account access may be restricted by the Operator without prior request where necessary to prevent harm.
- [5] In cases of serious risk, the Operator may impose mandatory exclusion or permanently close the account.

§7.8 Staff Training and Role Definition

All customer-facing staff receive structured annual Responsible Gaming training covering:

- [1] Identifying verbal and behavioural signs of distress or problem gambling.
- [2] Conducting empathetic, professional conversations with players who may be at risk.
- [3] Presenting tools and support resources clearly and accessibly.
- [4] Recording interactions accurately and escalating concerns through defined channels.

Training is reviewed annually in light of regulatory developments, audit findings, and evolving industry guidance.

§7.9 Marketing and Communication Restrictions

- [1] Promotional communications to self-excluded or cooling-off players are suspended immediately and remain suspended for the full restricted period.
- [2] Gambling is not presented as a financial solution, investment vehicle, or guaranteed source of profit.
- [3] Promotional content is not directed at minors or users identified as high-risk or vulnerable.
- [4] Affiliate and influencer partners must comply with all applicable age, audience, and content restrictions.

§7.10 Compliance and Regulatory Reporting

Records of all Responsible Gaming interventions, exclusion events, and related incidents are retained. Where a self-excluded or underage user is found to have accessed the platform:

- [1] The account is closed with immediate effect.
- [2] Any deposits received are refunded subject to KYC and AML/CFT requirements.
- [3] The incident is reported to the Curaçao Gaming Authority (CGA) without undue delay.

The Operator may also initiate exclusion where evidence of policy abuse, criminal conduct, or excessive gambling patterns gives rise to a duty to act.

§8 GENERAL TERMS AND CONDITIONS

This section reproduces the current text of the general terms and conditions applicable to players, in fulfilment of the requirement set out in Article 5.9, first paragraph, letter h, of the National Ordinance on Games of Chance. The Terms and Conditions constitute the contractual basis of the relationship between the Operator and each registered user and must be accepted at registration and upon each material amendment:

Terms and Conditions

The Website is operated by ENCODE DIGITAL B.V., a company incorporated under the laws of Curaçao with Company Number 158289, registered at 10, Schottegatweg Oost, Unit 1-9, Bon Bini Business Center, Curacao, and licensed by the Curaçao Gaming Control Board to offer games of chance under license number OGL/2024/1186/1127 (the “Company”, “We”, “our”, “us”) in accordance with the National Ordinance on Offshore Games of Hazard (Landsverordening op de kansspelen, P.B. 2024, no. 157). The license was granted on 03/07/2025. Payments are processed by PUROSANGUE TRADING LIMITED, registration number HE 461176, registered at 81, Griva Digeni, MARINOS COURT, Fl.: 3rd, Apt.: 301, Larnaca, 6043, Cyprus, acts as payment agents on behalf of ENCODE DIGITAL B.V.

Participation in any game is subject to the player’s acceptance of the Terms and Conditions and the Responsible Gaming Policy, which set out applicable limitations, restrictions, and safeguards. Gambling is offered for entertainment purposes only and should be undertaken responsibly. Participation is strictly prohibited for persons under the age of 18. Independent assistance for gambling-related concerns is available through Gamblers Anonymous.

1. General Terms and Definitions

For the purposes of these Terms of Service, the user and, wherever the context requires “you”, “your” means the person who accesses the Website, its content and uses the gaming and other services (the “Services”) offered on or through the Website (the “Customer”, “you”, “your”).

The following Terms of Service pertaining to us stipulate the manner of accepting bets, paying winnings and resolving disputes, as well as the specific features of certain bets on

certain sports. These Terms of Service shall govern any other relations between the Company and the Customer.

These Terms of Service shall apply to betting on the Website and at the Company betting facilities. The following Terms of Service pertaining to us stipulate the manner of accepting bets, paying winnings and resolving disputes, as well as the specific features of certain bets on certain sports. These Terms of Service shall govern any other relations between the Company and the Customer.

These Terms of Service shall apply to betting on the Website and at the Company betting facilities.

- **“Bet”** is a risk-driven agreement for potential winnings entered into between the customer and the bookmaker under the established Rules, where the fulfillment of such agreement is conditioned by an event whose outcome is yet to be determined. Bets are accepted on the conditions offered by the bookmaker.
- **“Bonus”** is a promotional reward offered by the Company to Customers. Bonuses may include extra funds, free spins, or other incentives and are subject to specific terms such as deposit requirements, wagering conditions, and expiration periods accordance with these Terms of Service.
- **“Privacy Policy”** is policy on the collection, processing, use, and protection of personal data, as described in Section 29 (Privacy & Management of Personal Data).
- **“Security Service”** or **“Security Team”** is the internal division of the Company responsible for monitoring and ensuring the integrity of financial transactions, including deposits and withdrawals.
- **“Support Service”** is the Company's official customer support channel, available for processing inquiries, complaints, account-related questions, refund requests, and other inquiries from the Client. All communications with Support Service are conducted using the contact information (phone number, email address) listed on the Contacts page of the Website.
- **“AML”** (Anti-Money Laundering) is a framework of laws, regulations, and procedures established to detect and prevent money laundering and related financial crimes.
- **“CTF”** (Counter-Terrorism Financing) is the process of identifying, preventing, and disrupting financial transactions intended to support terrorist activities.
- **“KYC”** (Know Your Customer) is procedures used to verify the Customer's identity and monitor their financial behavior as part of regulatory compliance.
- **“Outcome”** is the result of the event (events) on which the bet was placed.
- **“Bet Cancellation”** is an outcome on which the bet is not settled and winnings are not paid. As per the Terms of Service, in the event of “bet cancellation”, an arrangement between the Company and the customer shall be deemed unconcluded and the stake shall be refunded.
- **“Regular Time”** is the duration of the match subject to the regulations of the relevant sport, including time added by the referee. Regular time does not include extra time, overtime(s), penalty shootouts, etc.

2. General Terms

1. In order to register for this Website, the Customer is required to accept the Terms of Service. These Terms of Service are reviewed periodically and updated in line with regulatory changes. In addition to the English language, copies may also be available in other languages. In the event of discrepancies between the English version and any translated version of these Terms of Service, the English version shall prevail. Translations are provided for convenience only.
2. By registering, you confirm that you are acting on your behalf and not on behalf of any third party. You declare that you are the ultimate beneficial owner of the account and funds used, and not acting as a proxy. Third-party registration/acceptance is prohibited.
3. The following individuals are not allowed to place bets:
 - individuals who are under 18 years of age at the time of placing a bet, or such other minimum legal age as may be required by Curacao law and the applicable laws of the Customer's jurisdiction. In all cases, the minimum age shall not be lower than 18 years;
 - individuals who directly participate in the events being betted on (e.g. sportspeople, coaches, referees, club owners or club management, or other individuals who can influence the outcome of the event), as well as any individuals acting on their behalf or affiliating with them;
 - individuals representing other bookmakers;
 - individuals who have problems with gambling addiction;
 - individuals who are prohibited from entering into a contract with a bookmaker subject to the effective legislation.
4. The right to access and/or use the Website (including any or all of the products offered through the Website) may be considered illegal in certain countries (including, for example, the USA, the United Kingdom, Cyprus, the Netherlands, etc.). We do not intend for our Website to be used for sports betting, gambling or other purposes by people who reside in countries or jurisdictions in which such types of activity are illegal.
5. The list of explicitly forbidden territories is: Australia, Curacao, France, Netherlands, Spain, the U.S.A or the U.S.A dependencies, the United Kingdom, Aruba, Bonaire, Saba.
6. The fact that our Website is available in such a country and/or jurisdiction or that it can be displayed in the official language of any of those countries cannot be considered official authorization or legal grounds for using our Website and depositing funds into your account or withdrawing your winnings. The availability of the Website does not mean that it contains any proposals, incitement or invitation to use or subscribe to betting, gambling or any of the other services in any jurisdiction where such activity is illegal.
7. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is legal in the territory where you reside. When opening an account and/or

using our Website you must make sure that your actions are legal in the territory in which you reside. You confirm that you understand and accept your responsibility to comply with applicable local laws and regulations and warrant that you have sought legal advice if necessary. If we become aware that you are a resident in a country where the use of our Website is considered illegal, we will have the right to close your account and refund any remaining balance on your account at the moment of its closure (after the deduction of any winnings credited after your most recent deposit was made).

- 8.** The Company shall be entitled to refuse bets from customers who fail to abide by these Terms of Service. The Company reserves the right to refuse to accept a bet of any type from any customer should they violate social standards of conduct and public order.
- 9.** The Company reserves the right to refuse to accept a bet from any individual without giving a reason.
All bets shall be settled based on the data provided by the processing center.
- 10.** Winnings shall be paid to the bettor within 30 (thirty) calendar days from the date of official publication of the results of the latest event on the bet slip.
- 11.** A bet placed by the Customer shall be deemed won if all outcomes specified in such bet have been predicted correctly.
- 12.** Betting terms (odds, handicaps, totals, maximum stake limits, etc.) may be subject to variation after a bet has been made, but this does not affect the terms at the time the bet was placed. Before entering into an arrangement, the Customer shall check all changes in the current pre-match markets.
- 13.** In the case of technical failures and unfinished streams, etc. bets on Esports Live will be refunded only if the event in question does not occur or bets on the event are not settled by the bookmaker.
- 14.** If an employee makes an error while accepting a bet (obvious misprints on the list of events, inconsistency of odds between offered betting markets and the bet, etc), or a bet is accepted in violation of these Rules, or if there are any other indications that the bet is wrong, the Company reserves the right to declare such bets void. Returns on such bets shall be paid at odds of 1.
- 15.** In the event of obviously erroneous odds, such bet shall be settled based on the final result at the effective odds applicable to the certain market.
- 16.** In the event of suspicions in the unsportsmanlike format of matches the company reserves the right to block bets on sport event before final conclusion of an international organization and declare bets as invalid if the fact of an unsportsmanlike game is determined. Payment of these bets is made with odds "1". The administration is not obliged to present evidence and conclusions to the customers.
- 17.** The Company is committed to ensuring fair play in sport and is fully aware that the manipulation of sporting events (as well as other events) is linked to committing criminal acts (organized match fixing, corruption etc.) including organized criminal activities, as well as transnational and cross-border organized crime. Consequently, the Company fully complies with the goals and main objectives of the "Council of Europe Convention on the Manipulation of Sports Competitions" (CETS No.215), as well as relevant legislative requirements.

The Company is entitled to void bets if there is any suspicion or confirmation of foul play (match fixing), bets being placed using another Customer's account, the use of a Customer's account by a third party or any unusual betting activity (i.e. any differences in the type, size, volume and manner of bets placed). The term "foul play" refers to the favorite intentionally losing a match or match fixing as defined by the rules of a competition for financial, competitive or other reasons, as well as any other violation of the rules of the relevant sport.

- 18.** Should these Terms of Service be amended, customers shall be notified accordingly. Bets accepted after the specified date shall be subject to the amended Terms of Conditions. Earlier bets shall remain unchanged.
- 19.** No connection failure while receiving confirmation of a bet shall entail the cancellation of such bet.
- 20.** During registration, players must actively confirm their acceptance of these Terms of Service by ticking the designated checkbox before completing registration. Placing a bet thereafter acts as ongoing confirmation that the Customer agrees to and accepts these Terms of Service.
- 21.** Bets shall be settled and winnings shall be determined based only on the results declared by the Company. Any complaints about the results, date, and actual starting time of the event shall be considered together with official documents from the relevant sports federations.
- 22.** No complaint in connection with or arising from transliteration (or translation) of a team name, player's surname, or sports venue will be considered by the Company. A tournament title is given for convenience only. No mistake in a tournament title shall result in a stake refund.
- 23.** In no event shall the Company be held liable to the Customer for any indirect, collateral, or incidental losses or damages (including loss of profit), even though they may have been notified that such losses or damages are likely to occur.
- 24.** The Company reserves the right to update these Terms of Service and add new provisions at any time. Customers will be notified of any changes, including the affected provisions, the effective date, and a direct link to the updated Terms of Service. Material changes to these Terms of Service will require active re-acceptance by the Customer before they can continue to use the Services. Administrative or non-impactful updates may be communicated by way of passive notice. Where a Customer does not accept the amended Terms of Service, they may close their account and withdraw any remaining balance.
- 25.** The Company customers are informed about the odds of winning and of the potential consequences and risks of losing.
Your withdrawals and deposits can be accessed through the "My Account" section.

3. Accounts, Payouts & Bonuses

3.1. ACCOUNTS

1. Each registered customer is allowed to have only one account. Customers are allowed to register only one account per family: address, e-mail address, IP address, credit/debit card, e-wallet or electronic payment method. Persons otherwise associated with a customer will not be allowed to register on the Website.
2. No registered customer is allowed to be re-registered as a new customer (under a new name, with a new email address, etc.).
3. In the event of
 - o duplicate registration (including registering under a new name), the submission of someone else's, invalid, or forged documents (including those that have been edited by using any kind of software or graphic editor);
 - o multiple breaches of the Terms of Service;
 - o doubts about the identity of the customer or the information they have provided (i.e. address, credit/debit card details, other data);
 - o any types of fraud committed either by you or by another person acting in your interests or in collusion with you, including but not limited to:
 - a) refund or rake fraud
 - b) your use of a stolen or unverified bank card as a source of funds
 - c) any actions you have carried out or attempted to carry out which may reasonably be considered illegal in any applicable jurisdiction, which were committed deliberately or with the intention to deceive and/or circumvent constraints set in law regardless of whether this action or attempt ultimately causes loss or damage to your account
 - o when the Customer placed the bet, they had information about the result of that event
 - o the Customer was able to influence the outcome of an event due to their direct participation in the match (sportspeople, coaches, referees, etc.) or because they acted on behalf of the participants
 - o bets were placed by a group of bettors acting in concert (as a syndicate) in order to exceed the limits set by the bookmaker, as well as colluding with others in order to obtain an unfair advantage through bonus schemes or any other promotions offered by us
 - o the bettor is suspected of using special software or hardware which facilitate automated betting, including but not limited to the use of glitches, faults or errors in our software in connection with the Services we offer (including betting); your use of rogue equipment and programs or analytical systems, including but not limited to software that allows you to place bets without human intervention (for example, bots), etc.

- o unfair means of any kind were used to obtain information or circumvent restrictions imposed by the company. The Company's management is entitled to request at their discretion any documents from the bettor substantiating their identity or other data they have provided (for example, passport details, residential address), as well as to cancel any payments until all such details have been verified. The Company's management reserves the right to conduct a video conference as a part of the identity verification process (or by requesting a video of the documents), and/or request for the documents to be sent by post. Verification may take up to 72 hours from the receipt of the documents. The outcome of the video conference can be provided to the Customer within 5 working days after a video conference takes place. It may take up to 14 working days to verify these video documents.
- 4. If the Customer refuses to undergo verification, the company reserves the right to void their bets (including bets placed from duplicate accounts). Furthermore, the management reserves the right to take any reasonable measures, including but not limited to blocking the account and freezing the available funds until the account holder is established and their deposit methods have been confirmed.
- 5. Upon completion of the investigation, the company can make any decision that it deems to be fair and reasonable:
 - o to block (close) the account (including any duplicate accounts), which may entail:
 - all bonuses, free bets and winnings received from those bonuses and free bets when using this duplicate account becoming void and lost to you;
 - at our sole discretion, to cancel all winnings and refund the balance of your account at the start of the investigation (minus any canceled winnings) made from your main and duplicate accounts. We also have the right to refund any amounts that are owed to us in connection with this duplicate account, directly from any of your accounts (including any other duplicate account).
 - o At our sole discretion (in exceptional cases), to allow the continued use of the main account and recognize it as valid, while all bets placed by you from the duplicate account will be void, the duplicate account(s) will be blocked and/or canceled by decision of the company (the decision is made for each particular case individually, according to the extent of the violation).
- 6. The Customer shall be responsible for keeping their password and account number received at registration confidential. All bets registered with the bookmaker shall be valid. Bet cancellation shall be subject to the Terms of Service. Should the Customer's login details come into the possession of a third party, the bookmaker should be informed, the Customer should change their username and password and their email password to stronger ones. You must not disclose any cash withdrawal codes or codes for changing your phone number to any third party.
- 7. The account holder confirms that any activities on the account are performed by themselves. If the account is managed by a third party, the account holder shall take exclusive responsibility for access to the account.

8. If an account is inactive for 3 months, the Company reserves the right to block it. To unblock an account, please contact our Security Team.
9. If the Customer account is blocked for any reason, access to all websites associated with the Company will be restricted. This means that the Customer will not be able to login or access any of the services or features provided by these websites until their account is unblocked.
These Terms of Service are in place to ensure the security and integrity of the websites associated with the Company and to protect the interests of the Company and their users. It is important for Customers to comply with the Terms of Service of use for these websites to avoid having their account blocked.
10. If an account is blocked due to security reasons, regulatory concerns, failure to pass verification, or suspected breach of the Terms of Service, the Customer may contact the Security Team to initiate the account reactivation or withdrawal process.
11. If you wish to close your account, please contact our Support Service. Upon receipt of your request, we will confirm closure and process any remaining eligible balance, subject to applicable verification requirements.
12. The Company reserves the right to seek refreshed KYC on account closure and ask the Customer for documentation. However, except where it is required by our AML/CFT obligations, any such requests will be limited to documentation already provided by the Customer during the period when the account was opened, so as not to cause undue delays to legitimate withdrawal requests.

3.2. DEPOSITS AND PAYOUTS

1. There are various ways of depositing and withdrawing funds from the Customer's account. All deposit and withdrawal methods can be found in the “Payments” section.
2. All withdrawal requests are processed 24/7.
3. The Company Security Service is entitled to:
 - o decline cash withdrawal requests if deposits were made through e-payment systems;
 - o refuse any withdrawal should the deposit or withdrawal amounts be inconsistent with bets placed (the Customer must place bets with stakes which add up to the sum of all deposits and the bets must have odds of at least 1.1; placing a high volume of bets that have a minimal impact on your balance shall not be taken into account, i.e. bets placed on opposite outcomes in games such as Roulette, Baccarat, Craps and Dice). Permitted withdrawal amounts shall be calculated based on the amount of the bets placed from any given deposit;
 - o refuse any withdrawal if the betting account is misused. In this case your account must be verified before withdrawal can take place.
4. The Company Security Service does not recommend Customers:
 - o transfer funds from one payment system to another;
 - o deposit and withdraw funds without placing bets;

In the foregoing events, funds will be returned to your account.

5. You can only withdraw funds using the same payment details that were used for depositing funds into your account. If you use multiple deposit methods, withdrawals must be made proportionately to those deposits.
6. The Company does not accept cash deposits or cheques under any circumstances. All financial transactions must be carried out through approved electronic payment methods or bank transfers. The Company reserves the right, at its sole discretion, to refuse withdrawals via certain payment channels and require a bank transfer as an alternative, as well as to restrict or suspend the use of specific deposit or withdrawal methods by the Customer without prior notice. All payment instruments must be registered in the Customer's name and may be subject to additional verification.
7. **ATTENTION!** Our administration does not recommend making deposits and withdrawing funds using someone else's electronic wallet.
 - o Our Security Team reserves the right to deem such deposits to be fraudulent and block users' transactions without prior notification.
 - o Our administration is entitled to deny withdrawals of funds using payment details which do not belong to the account holder.
8. In certain circumstances and in respect to certain customers the Company may decide not to reimburse service charges imposed by payment systems on deposits or withdrawals, which Company usually reimburses.
9. The exchange rate shown for different payment transactions may not be the same as the current exchange rate displayed on our Website. When transactions (deposits and withdrawals) are being processed, currencies are converted at the exchange rate established on the Company's Website at that moment. This rate is not fixed, and may change several times a day, or conversely may not change for a long time, and the date and time the actual debiting takes place depends on the selected exchange rate on the Website at that moment. You can view the final amount debited and the exact exchange rate in the deposit/withdrawal request. Please note that the company does not bear any responsibility to bettors for any indirect, incidental or accidental losses in connection with the exchange rate and currency conversion.
10. In certain cases, the company has the right to unilaterally initiate the verification procedure of a customer's payments and request additional information from the payment system. The Customer's account may be blocked for financial procedure purposes during the verification process.
According to the terms of some payment systems, the verification procedure can last up to a maximum of 180 days.
11. If the Customer doesn't comply with the Company's rules (for example by breaching the Terms of Service, not placing a bet before requesting a withdrawal, etc.), the Company reserves the right to refuse to allow that Customer to make a withdrawal.
12. **Withdrawal Policy.** The processing of the request may require a maximum of seven (7) business days, contingent upon the selected payment method.

- Requirements for Document Submission in Fund Withdrawals. While processing withdrawal requests, the Company reserves the right to ask the Customer for specific documentary evidence to meet regulatory obligations and prevent fraudulent activities. The Customer must comply with such a request and provide the Company with the following documents, among others:
- An officially issued identification document with a photograph (e.g., passport or driver's license).
 - Documentation validating the payment methods used.
 - Any other relevant documents required during service provision.
 - These documents should be submitted by the Company within one (1) month from the date of the Company's request. Failure to do so within this timeframe may lead to the suspension of the withdrawal process and potential forfeiture of the funds.
 - For assistance with any inquiries or issues during the withdrawal process, Customers are encouraged to reach out to our customer support team.
13. Service charge is imposed if monies are deposited into or withdrawn from the Company's account in BTC currency using cryptocurrency or blockchain-based payment system.

3.3. BONUSES

1. This section covers the Bonus programs offered by the betting company.
2. The Bonus is only available to registered customers.
3. All of the personal data fields in the Customer's account must be filled in.
4. The "Take part in Bonus offers" box in My Account must be ticked.
5. The company reserves the right to review customers' transaction records and logs for any reason. If, upon such review, it appears that a customer or customers are participating in strategies that the company, at its sole discretion, deems to be abusive, the company reserves the right to revoke the entitlement of such customers to the promotion and void the Bonus.
6. Only one Bonus is allowed per customer, family, address, shared computer, shared IP address, and any identical account details including email address, bank account details, credit card information and payment system account. Any abuse of the Bonus offer will lead to the closure of the account in question.
7. The Customer must provide identification documents, if necessary, to confirm their identity (KYC). Failure to produce these documents when requested by the Security Team will result in the forfeiture of any bonuses/winnings. The Company reserves the right to request, at any time, that the Customer provide photographic evidence of themselves holding their ID (the Customer's face must be clearly visible in the photo) or complete identity verification via telephone.

If the company discovers evidence of a Bonus offer being abused, it reserves the right to take the following measures against the offending customer: cancel all current Bonuses and bonus winnings, and block the Customer's account.

The company reserves the right to alter the terms of a Bonus offer, or to suspend or terminate it at any time.

REGISTRATION BONUS

- Make a deposit.
- The first deposit Bonus must be redeemed by wagering the deposit amount.
- Once the validity period of a Bonus has expired, it is considered lost.
- See full terms and conditions of the “First Deposit” Bonus

DEPOSIT BONOUSES

- Only active customers who make daily transactions using their account are eligible for this offer.
- Make a deposit.
- The Bonus must be redeemed by wagering the deposit amount.
- Once the validity period of a Bonus has expired, it is considered lost.
- See full terms and conditions of the “Lucky Friday” Bonus
- See full terms and conditions of the “x2 Wednesday” Bonus

GIFTS

- A gift is a particular type of Bonus that requires a deposit to be made (unless specified otherwise in the rules). Gifts include free spins with or without wagering requirements, as well as promo codes for free spins and Bonus funds with or without real-money wagering requirements.
- Gifts may be covered by particular terms and conditions, so before activating them, the Customer must confirm acceptance of these Terms of Service (bonus amount, wagering requirements, etc.).
- A gift may be awarded in one of two ways: either made immediately available in the appropriate section of the Customer’s account (Bonuses and gifts) or sent to them as a promo code (through a partner site, in a personal message, etc.) which must be entered in the appropriate field in the Bonuses and gifts section.
- Using the gift itself does not require the Customer to make a deposit. However, a number of conditions must often be met in order to use any funds won using a gift.
- Only one gift may be active at a time. Any others must be inactive, suspended or canceled.
- Promo codes and gifts credited as promo codes can only be activated on the Customer’s main wallet. Using promo codes on other currency wallets will result in the cancellation of the offer and the loss of any wagering progress.
- The gift and any winnings earned with it will be lost after the expiration date. The expiration date is displayed in the Bonuses and gifts section of the Customer’s account.
- When a gift is active, customers can still place bets using funds from their main account. Doing so will not cause an active gift offer to expire.

- Funds from gifts whose wagering requirements have been met will be credited to the Customer's account balance within 24 (twenty-four) hours of the moment the wagering requirement is met, unless otherwise specified.

PROMOTINAL CODES

- From time to time, the Company may issue promotional codes ("Promo Codes") that grant access to special offers or additional rewards. The use of any Promo Code must comply strictly with the terms and instructions accompanying the code, and each Promo Code may be limited to a single use per Customer unless explicitly stated otherwise.

TOURNAMENTS

- To participate in tournaments, you must register by pressing the "Take part" button on the offer page.
 - All prizes are credited to the tournament winners within 72 hours of the end of the relevant tournament.
 - In the event that a prize winning place is occupied by two customers, the winner will be the first customer to have satisfied the conditions of the tournament.
 - When calculating the results, only bets placed with real funds will be counted.
8. All currently active Bonus offers, including but not limited to deposit bonuses, welcome bonuses, reload offers, promotional codes, gift-based promotions, and other temporary or recurring incentives (collectively, "Promotions"), along with their applicable rules, restrictions, and eligibility criteria, are published and regularly updated on the Bonus Program page of the Website.

Such Promotions may vary in availability, duration, and conditions, and may be subject to specific opt-in requirements (e.g., entering a promo code or accepting a personal offer in the account interface), geographic or jurisdictional restrictions, payment method limitations, or usage caps.

Customers are solely responsible for regularly reviewing the Bonus Program page to ensure they are fully informed of the current terms, requirements, and availability of all Promotions.

The Company disclaims any liability for losses arising from the Customer's failure to consult the most recent and applicable terms. Participation in any Promotion shall be deemed acceptance of the latest version of its terms and conditions.

9. The company reserves the right to alter the terms of a Bonus offer, or to suspend or terminate it at any time.

3.4. CRYPTOCURRENCY TRANSACTIONS POLICY

Accepted Currencies and Wallets

1. Only cryptocurrencies and blockchain networks explicitly listed on the Company's payment page are accepted. Transactions from unsupported wallets or tokens may be rejected or lost, and the Company bears no responsibility for such cases.

Deposit and Withdrawal Rules

2. All crypto deposits must be confirmed by the relevant blockchain with a sufficient number of confirmations before being credited to the Customer's account.
3. Cryptocurrency withdrawals are processed only to verified wallets. The Company may require identity verification and proof of wallet ownership prior to withdrawal.
4. The Company reserves the right to convert cryptocurrency holdings into fiat currency or stablecoins for operational or regulatory reasons, with prior notice to the Customer where feasible.

Risk Disclosure and Compliance

5. You acknowledge the high volatility and irreversibility of cryptocurrency transactions. The Company is not liable for losses resulting from market fluctuations.
6. To ensure compliance with applicable regulations, all cryptocurrency transactions are subject to standard Anti-Money Laundering (AML) screening. In certain cases, transactions that appear unusual or exceed predefined thresholds may require additional verification and may take longer to process as part of routine compliance procedures.

4. Privacy & Management of Personal Data

This Privacy Policy has been developed and updated in accordance with the requirements of the General Data Protection Regulation (GDPR) and other applicable data protection laws. It outlines the Company's approach to data processing, including the types of personal information collected, the purposes for which such data is used, the legal grounds for processing, and the rights available to data subjects.

The provisions of this Policy apply to all Customers who interact with the Company's platforms, products, and services. It is the responsibility of each Customer to carefully review this Policy to understand how their personal data may be processed.

The Company also recognizes its obligation to provide clear information regarding the use of cookies and other tracking technologies on its websites. Accordingly, this Policy includes a description of the technologies used, the purposes of their deployment, and the choices available to Customers with respect to data collection through such technologies.

4.1. DATA WE COLLECT UPON REGISTRATION

To create an account and access our Services, each Customer is required to submit a minimum set of personal data. This information is essential for establishing your identity, verifying your eligibility to use the platform, and ensuring secure and lawful access to our services.

We collect only such data as is necessary for clearly defined purposes. The registration process is designed to ensure that Customers understand what information is being collected and why, and that they provide it voluntarily and consciously.

Personal Data Required at Registration

When registering an account, you will be asked to provide the following mandatory information:

- **Full name.** Your legal first and last name, as stated in your identity document.
- **Permanent residential address.** Including country, city, street address, and postal code. This must reflect your actual place of residence.
- **Date of birth.** Required to confirm your legal capacity to use the services offered on our platform.

This core information is necessary to proceed with account creation and service activation. Your account cannot be established without the submission of this data.

Additional Information

Depending on your use of the Website and the nature of your activity, we may request further information, including but not limited to:

- Place of birth;
- Nationality;
- Contact details (email, telephone);
- Identity document number and scan/photo of the document;
- Proof of address (e.g., utility bill, bank statement);
- Facial verification (e.g., photo of the Customers holding their ID);

- Preferred language or communication channel;
- IP address, date of access, visited web pages, language used, software crash reports, type of browser used and device information (collected automatically for security purposes). When you interact with services, our Servers store your unique activity log, which collects certain administrative and traffic information. This information is needed to ensure we provide services of the highest quality.

The collection of additional information is limited to what is necessary to verify your identity, protect your account, fulfill legal requirements, and ensure the safe and responsible use of the Services.

Responsibility and Accuracy

Customers are responsible for ensuring that the personal data they provide during registration is accurate and up to date. If we identify inconsistencies or incomplete records, we may request confirmation or supporting documentation, or temporarily restrict account functionality until the matter is resolved.

4.2. CONSENT TO THE PROCESSING OF PERSONAL DATA

Before completing the registration process, you will be clearly informed about the scope and purpose of the data being collected and how it will be used. You will then be required to provide your consent to the processing of your personal data by:

- **Explicitly confirming your agreement** by checking a consent box displayed during registration, alongside the link to the full version of our Privacy Policy;
- **Affirming that you have read and understood** the Privacy Policy and agree to the processing of your data in accordance with its terms.

Consent is granted freely, specifically, and unambiguously, and it is recorded in our systems along with a timestamp and the version of the policy accepted at the time.

Without this consent, you will not be able to complete the registration process or use any of the services provided on the platform.

You may withdraw your consent at any time by contacting us using the details provided in this Policy. Please note that withdrawal of consent may result in the restriction or termination of your access to certain services if the processing of personal data is necessary for their provision.

When Consent Is Not Required

The Company does not rely on consent as a legal basis where personal data is processed under any of the following lawful grounds:

- Where processing is required by applicable law, regulation, or an order of a public authority;
- Where processing is necessary to fulfill the Company's obligations under contractual or pre-contractual arrangements with the Customer;
- Where processing is necessary to protect the vital interests of the data subject or another natural person;

- Where processing is necessary for the pursuit of the Company's legitimate interests, such as fraud prevention, ensuring the integrity of services, or enforcing platform rules, provided such interests are not overridden by the Customer's rights;
- Where processing is carried out for statistical or analytical purposes in anonymized form;
- Where the Customer has made the data publicly accessible;
- Where data is subject to disclosure in accordance with legal or regulatory requirements.

4.3. HOW WE USE YOUR INFORMATION

We process the Personal Information we collect from you in order to deliver the Services. In particular, we will use your data for the following purposes:

- **To process your bets, deposits, withdrawals, and other financial transactions**, including verifying payment instruments, ensuring account funding, and administering winnings or refunds;
- **To provide access to gaming and related services**, including enabling participation in games of chance, interactive betting services, and other features available on our platform;
- **To deliver customer support and operational communications**, including assistance with registration, verification, account settings, technical troubleshooting, and general enquiries;
- **To verify your identity and perform checks required by law**, including age verification and validation of personal documents submitted for account opening or ongoing use;
- **To detect, investigate and prevent fraud, system abuse, or any prohibited or unlawful activity**, including duplicate accounts, misuse of bonuses, or breaches of our Terms of Service;
- **To ensure compliance with applicable legal and regulatory obligations**, including those related to anti-fraud and integrity monitoring, security, risk management, and financial reporting;
- **To send service-related notifications or updates**, such as changes to our terms, policies, or system availability;
- **To provide promotional and marketing communications**, where you have actively opted in to receive such materials. This may include updates about our services, special offers, or communications from selected business partners. You may withdraw your consent at any time;
- **To perform internal data analysis and aggregated research**, including compiling anonymised usage statistics, assessing service trends, and optimizing our platform;
- **To conduct customer satisfaction surveys and gather feedback**, participation in which is always voluntary;
- **To communicate with you through messaging platforms**, such as Telegram, WhatsApp, Facebook Messenger, or other integrated channels, where permitted;
- **To support Responsible Gaming measures**, including monitoring gameplay patterns and the Customer behaviour to help identify signs of problematic or harmful gambling. This

may involve the analysis of activity such as deposit frequency, session length, withdrawal reversal, or changes to self-imposed limits;

- **To offer protective tools and interventions**, such as self-assessment options, deposit or time limits, cooling-off periods, temporary suspension of activity, or permanent self-exclusion mechanisms. Your data may be used to enforce such protections where you have activated them, or where the Company has reasonable grounds to act in your interest;
- **To assess your ability to participate safely and responsibly**, including — where necessary — evaluating behavioral or demographic indicators suggesting potential vulnerability, and initiating appropriate interventions, such as communication, account restrictions, or escalation to our Responsible Gaming team;
- **To ensure that marketing and promotional communications are withheld** from Customers who have self-excluded, activated a cooling-off period, or otherwise limited their participation;
- **To maintain a register of excluded or restricted players**, and to implement technical safeguards to prevent circumvention of restrictions (e.g., via duplicate account creation or payment method reuse).

Your personal information may also be used by us to provide you with:

- promotional offers and information about our products and services
- promotional offers and information about our partners' products and services, in order to enlarge the range of products provided to you and improve our customer service

From time to time, we may request information from you via surveys or competitions. Participation in these surveys or competitions is completely voluntary and you have the choice of whether or not to disclose your personal information. Information requested may include contact details (such as name, correspondence address, telephone number), and geographic information (such as postal code or postal address), age. By taking part in any competition or accepting winnings (prizes) from us, you consent to the use of your name for promotional purposes without additional remuneration, except where prohibited by law.

If you have not unequivocally decided whether to receive promotional information from us, we may use your personal information (including your e-mail address and phone number) to provide you with information regarding our products, services, and promotions, including other gaming products (including online poker, casino, betting, backgammon etc.) and third-party products and services carefully selected by us.

4.4. MEANS OF GATHERING AND PROCESSING DATA

We may automatically collect certain data, as discussed above, and receive Personal Information about you where you provide such information voluntarily through the services or other communications and interactions on the Company Website. This includes information that we may collect via integration with messaging platforms such as Telegram, Facebook Messenger, WhatsApp, Viber, etc., including, but not limited to, by sending messages related to your account, and via other communication methods. We may also receive personal information from online vendors and service providers, and from customer lists lawfully acquired from third-party suppliers. In addition, we may use the services of third-party service suppliers for technical support of your

online transactions and for maintaining your account. We will have access to any information you provide to such suppliers, service providers, and third-party e-commerce services. We will use the Personal Information in accordance with the provisions of this Privacy Policy. This information will be disclosed to third parties outside the company only in accordance with this Privacy Policy and the legislation of your state.

4.5. INFORMATION DISCLOSURE

We do not disclose your Personal Information to companies, organizations or individuals not associated with the Company. We may disclose your Personal Information to companies, organizations or individuals not associated with the Company if you have given us consent to these actions. You agree that Personal Information will only be disclosed to third parties when we are required to use messaging platforms API like Telegram, Facebook Messenger, WhatsApp, Viber or other ones in accordance with their privacy policies. We may disclose your Personal Information if required to do so by applicable law, or if we believe in good faith that such actions are necessary to:

- Comply with any legal issue or process that concerns us, any of our Websites or Services or in circumstances where we are essentially bound by legal obligation;
- Protect our rights or property;
- Protect the personal safety of our service users or the public.

If, in our opinion and sole determination, you are found to have deceived us or attempted to deceive us, or any other service user in any way including but not limited to:

- Game tampering;
- Payment fraud.

If we have grounds to suspect you of payment fraud, including the use of stolen credit cards, or any other fraudulent activity, including any payment reversal or other, payment cancellation, or prohibited transactions, including money laundering, we reserve the right to share this information together with your identity information with other online gaming sites, banks, credit card companies, appropriate regulatory agencies, and relevant law enforcement authorities. For the purpose of public research on the prevention of addiction, your data can be passed on to the relevant institutions.

4.6. ACCESS

Access to and Management of Your Personal Data

You may contact us at any time if you wish to:

- Obtain information about the personal data we collect, process, or store, and the sources from which such data was obtained;
- Confirm the accuracy of the personal data held about you;
- Request that we update or correct inaccurate or outdated data, subject to proper verification of your identity;
- Raise a concern or lodge a complaint regarding our use or processing of your personal data.

Where legally required, and upon verification of your identity, we will respond to your request within a reasonable time frame and in accordance with applicable law.

Please note that nothing in this Privacy Policy limits or overrides your rights under applicable data protection legislation, including your right to access, rectify, or restrict the processing of your personal data, or to lodge a complaint with a supervisory authority.

For the avoidance of doubt, this Privacy Policy shall not entitle the Company to retain your personal data where such retention would be contrary to the law of your country or jurisdiction.

Responsible Gaming–Related Restrictions on Marketing

In addition to your rights, the Company reserves the right to unilaterally restrict or suspend the delivery of marketing and promotional communications to individual users in circumstances where we identify:

- Signs of problematic or harmful gambling behavior;
- The activation of self-imposed limits such as deposit caps, loss limits, or session controls;
- Entry into a cooling-off period or self-exclusion status;
- Patterns of behavior that suggest heightened risk or vulnerability.

This restriction is applied as a protective and preventative measure, even in cases where the Customer has not manually opted out, and forms part of our Responsible Gaming obligations and risk mitigation procedures.

Where such restrictions are applied, the Customer will not receive direct marketing, bonus offers, or promotional incentives for the duration of the risk period or as long as the relevant account status remains in effect.

4.7. COOKIES

INFORMATION STORED ON YOUR DEVICE

When accessing our services, with your consent we may store information on your device. This information is referred to as ‘cookies’, which are small text files containing letters and numbers for recording your preferences. Cookies are stored on your device when you use our services while visiting our Website and online pages. We also use local shared objects or ‘flash cookies’. ‘Flash cookies’ are similar to browser cookies. They allow us to remember your visits across our sites. Neither cookies nor flash cookies can be used to access your device or use information on your computer.

We only use cookies and ‘flash cookies’ for monitoring. We only use these methods to track your use of our services to record your preferences. Cookies help us monitor traffic to our site, improve our services, make it easier for you to access them and increase your interest in our services. We use flash cookies and other cookies to help us show you more relevant and targeted advertisements.

STRICTLY NECESSARY COOKIES

Strictly necessary cookies are used to allow Customers to navigate the Website and use its features, such as accessing secure areas of the Website or making financial transactions. Without these cookies, you would not be able to use our Website efficiently.

THE REGISTRATION PROCESS

These cookies will hold information collected during your registration and will allow us to recognize you as a customer and provide you with the services you require. We may also use this data to better understand your online interests and preferences and to constantly enhance your visits to our platforms and use of our services.

OUR WEBSITE

We use cookies to collect information for visitors to the Website. Our servers use three different types of cookies:

- ‘Session-based’ cookies: This type of cookie is only allocated to your computer for the duration of your visit to the Website. A session-based cookie helps you navigate the Website faster and, if you are a registered customer, allows us to give you information that is more relevant to you. This cookie automatically expires when you close your browser.
- ‘Persistent’ cookies: This type of cookie will remain on your computer for a set period of time for each cookie. Flash cookies are also persistent.
- ‘Analytical’ cookies: This type of cookie allows us to recognize and count the number of visitors to our site and see how visitors use our services. This helps us improve the way our sites work, for example, by ensuring you can log in and find what you are looking for easily.

You make a decision and you always have a choice of whether to accept or decline cookies.

Most web browsers automatically accept cookies, but, if you prefer, you can modify your browser settings to keep control over your cookies.

You can use your web browser to:

- o delete all cookies;
- o block all cookies;
- o allow all cookies;
- o block third-party cookies;
- o clear all cookies when the browser is closed;
- o open a "private browsing"/"incognito" session that allows you to browse the Internet without storing data locally;
- o install add-ons and plug-ins to extend browser options.

Where can I find information about managing cookies?

- [Information about cookies in Internet Explorer.](#)
- [Information about cookies in Chrome.](#)
- [Information about cookies in Firefox.](#)
- [Information about cookies in Safari.](#)
- [Information about cookies in Opera.](#)

For more information on how to manage cookies through your web browser, please visit www.aboutcookies.org.

You will get access to instructions for deleting and controlling cookies.

We warn you that we are not responsible for the content of external websites, and by disabling cookies you will not be able to use all the features of the Company Website.

FLASH

You can modify your Flash Player settings to prevent the use of flash cookies. The settings manager of your Flash Player allows you to manage your preferences. If you choose to decline all cookies in the browser, unfortunately you will not be able to use some of the features and services on our Website, and some services will not work correctly, for example, we will not be able to save your chosen interface language.

COOKIES

4.8. CONSENT TO USE OF ELECTRONIC SERVICE PROVIDERS

In order to play real money games on our services, you will be required to transfer money to and receive money from us. To facilitate such services we may use third-party electronic payment system to process the required financial transactions.

By agreeing to and accepting this Privacy Policy, you expressly and voluntarily consent to the transfer to third parties of your personal information which is necessary for the processing and completion of monetary transactions including, when necessary, to the transfer of your personal information outside of your country.

We take steps to ensure that your privacy is protected when using third party payment systems.

4.9. CONSENT TO SECURITY REVIEWS

We reserve the right to conduct a security review at any time to validate the registration details provided by you and to verify your financial transactions and the correct use of our services by you, in order to prevent potential breaches of our Terms and Conditions and of any applicable law.

By using our services and thereby agreeing to our Terms and Conditions, you authorize us to use your Personal Information and to disclose your Personal Information to third parties for the purposes of validating the information you provide during registration and use of our Services, including, where necessary, the transfer of your personal information outside your country.

Security reviews may include but are not limited to ordering a credit report and otherwise verifying the information you provide against third-party databases.

4.10. SECURITY

We understand the importance of providing security and the methods needed to secure the confidentiality, integrity, and accessibility of information. We store all personal information we receive directly from you in an encrypted and password-protected database stored within our secure network behind active up-to-date firewall software.

Our Services support SSL Version 3 with 128-bit encryption. We also take measures to ensure our subsidiaries, agents, partners, affiliates, and suppliers employ adequate security measures.

However, sending information via the internet is usually not completely secure, and we cannot guarantee the security of your data while it is being sent.

ANY DATA, WHICH YOU SEND, IS SENT AT YOUR OWN RISK.
The Company has all security procedures and features in place to protect your data after it is received.

4.11. PROTECTION OF MINORS

Our Services are not intended for persons under the age of eighteen (18) or the lawful age in their respective jurisdiction.

Any person who provides their information to us through any part of the Services confirms to us that they are eighteen (18) years of age (or the lawful age in their respective jurisdiction) or older. It is our policy to uncover attempts by minors to access our Services which may require an additional security review.

If we become aware that a minor has attempted to or has submitted personal information via our Services, we will not accept their information and will take all steps to purge the information from our records.

4.12. INTERNATIONAL TRANSFERS

Personal Information collected by us may be stored and processed in any country in which we or our affiliates, suppliers, partners or agents provide gaming services and services of our gaming platform.

This may include the transfer of data to messengers such as Telegram, Facebook Messenger, WhatsApp, Viber, etc., in accordance with their privacy policies. By using our services, you expressly consent to any transfer of information outside your country (including to countries that may not be considered as having adequate privacy laws). Nevertheless, we take steps to ensure that our agents, partners, affiliates, and suppliers comply with our standards of privacy and this Privacy Policy regardless of their location.

4.13. THIRD-PARTY RELATIONSHIPS

We cannot ensure the protection of any information that you provide to a third-party website that links to our Services or of any other information collected by any third party managing it in compliance with our affiliate program (if applicable) or otherwise, since these third-party online services and websites are not owned by us and are operated independently from us. Be careful.

Any information collected by these third parties is governed by the privacy policy, if any, of such third parties.

4.14. LEGAL DISCLAIMER

We are not responsible for events beyond our direct control. Due to the complex and ever-changing nature of our technologies and business, we provide comprehensive, but we do not guarantee an error-free, operation regarding the confidentiality of your personal information when you visit other websites using links located on our Website. Websites that are beyond our control, and especially not covered by this Privacy Policy, should provide you with an opportunity to familiarize yourself with their security policies. If you visit other websites, you should be aware that the operators of these websites can collect your personal information, which they will use in accordance with their privacy policy, which will differ from ours.

Be careful.

We do not guarantee the security of your data, while it is being transmitted through channels of communication.

ANY DATA, WHICH YOU SEND, IS SENT AT YOUR OWN RISK.

We are also not responsible for any direct or indirect damage arising from the unlawful use or theft of your Personal Information.

4.15. APPLICABILITY AND UPDATES TO THIS POLICY

This Privacy Policy forms an integral part of your relationship with the Company and applies to your access to and use of our Services and the Website. It should be read together with our Terms of Service and any specific service terms applicable to particular features or products we provide.

We may periodically update or amend this Privacy Policy to reflect changes in applicable law, operational practices, or regulatory guidance. All updates will be published on our Website.

Any changes to this Privacy Policy will become effective upon publication, unless otherwise specified. Your continued use of our Services after the publication of any changes shall constitute your acknowledgment and understanding of the updated Policy.

We recommend reviewing this Privacy Policy regularly to remain informed about how we protect and process your personal data.

5. Anti-Money Laundering

5.1. General Statement

The Company is firmly committed to maintaining the integrity, security, and transparency of its operations by actively preventing the misuse of its platform for unlawful purposes. This includes the prevention of money laundering, terrorist financing, and any other activity involving criminally derived or suspicious funds. To uphold these standards, the Company has adopted and enforces a comprehensive Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) compliance framework, which is integrated across all business operations.

5.2. Identity Verification and Due Diligence

All Customers are subject to mandatory identity verification procedures. As part of the account registration process, the Customer is required to provide the following basic identifying information:

- Full legal name;
- Date of birth;
- Country and full address of permanent residence.

This information is necessary to establish a lawful business relationship and to determine the Customer's eligibility to access and use the Services.

All Customers are subject to mandatory identity verification procedures. The Company may request, at its sole discretion and depending on the Customer's risk profile, the following documentation:

- A valid government-issued photo identification document (such as a passport, national ID card, or driver's license);
- Proof of residential address (e.g., a utility bill, bank statement, or government-issued correspondence, dated within the last 90 days);
- A recent selfie or live video to confirm that the submitted ID belongs to the registered individual;
- Documentation or declarations confirming the source of funds or source of wealth, particularly in cases involving high-value transactions or increased risk indicators.

The Company applies both initial and ongoing **Customer Due Diligence (CDD)** procedures. For Customers identified as presenting higher risk, **Enhanced Due Diligence (EDD)** measures will be applied. This may include transaction monitoring, additional verification steps, and restrictions on account activity.

5.3. Transaction Monitoring and Risk Controls

The Company actively monitors all financial and gaming activity on the Website using automated and manual methods. This includes:

- Screening transactions for signs of structuring, layering, or unusual behavior;

- Blocking deposits or withdrawals in cases of suspicious activity;
- Applying thresholds to trigger mandatory verification.

The Company also screens Customers against sanctions and watchlists and retains the right to suspend, freeze, or close any account associated with illegal conduct.

5.4. Suspicious Activity and Regulatory Reporting

In cases of suspected unusual, inconsistent, or potentially prohibited activity, the Company may take appropriate measures to ensure compliance with its internal policies, applicable local laws, and anti-money laundering and counter-terrorism financing (AML/CFT) requirements. Such measures may include temporary restrictions on account access, extended transaction processing times, or requests for additional information or documentation to verify the Customer's identity, the source of funds, or the nature of the activity. These actions are aimed at protecting both the Customer and the integrity of the platform, and are carried out with due regard to regulatory standards and legal obligations.

5.5. Customer Obligations

By using the Services of the Company, the Customer confirms that:

- They will not use the platform to engage in or facilitate any activity involving illegal funds;
- All funds deposited originate from legitimate sources under their control;
- They agree to promptly provide any documents or information requested in the context of AML/CTF compliance;
- They understand that failure to cooperate or providing misleading information may result in account restrictions, suspension, or termination.

5.6. Record Keeping

All identity verification data, transaction records, and internal compliance actions are securely stored for a minimum of five (5) years, or longer where required by law. Access to such records is strictly controlled and disclosed only to authorized regulatory or law enforcement authorities.

6. KNOW YOUR CUSTOMER (KYC) POLICY

The Company applies a comprehensive Know Your Customer (KYC) policy as part of its broader compliance obligations. This policy is aimed at ensuring the lawful use of our platform, the prevention of fraud, identity misuse, money laundering, and the financing of terrorism, in accordance with applicable legal and regulatory standards.

6.1. Purpose of KYC Measures

KYC procedures are implemented to:

- Verify the identity of each Customer;
- Ensure that all funds used within the platform originate from lawful sources;
- Prevent the platform from being used for criminal or fraudulent purposes;
- Comply with relevant anti-money laundering (AML), counter-terrorism financing (CTF), and regulatory obligations.

6.2. Initial Identity Verification

The Company conducts identity verification during the registration process and prior to permitting certain account activities. At minimum, each Customer is required to provide:

- Full legal name;
- Date of birth;
- Permanent residential address.

Depending on the nature, frequency, or size of transactions, the Company reserves the right to request additional information and supporting documentation in Company's sole discretion.

Furthermore, certain transactions may be subject to enhanced due diligence procedures to ensure compliance with applicable regulations.

All documents submitted must be clear, valid, unaltered, and verifiable. In case of doubt, the Company may request notarised documents or conduct further checks, including biometric verification or database screening.

6.3. Triggers for Additional Verification

Enhanced verification measures may be applied in the following cases:

- Cumulative deposits, withdrawals or transactions reaching or exceeding the applicable threshold;
- Detection of unusual or inconsistent account activity;
- Residence in or transactions involving high-risk jurisdictions;
- Indications of identity fraud, impersonation, or use of third-party payment methods;
- Classification as a Politically Exposed Person (PEP) or connection to a sanctioned entity.

In such cases, the Company may request documentation confirming the source of funds or wealth, additional identity documents, transaction history, or banking information. All data may be subjected to real-time screening tools and risk profiling.

6.4. Ongoing Due Diligence and Monitoring

KYC is not a one-time requirement. The Company implements continuous monitoring of Customer activity, including:

- Regular updates to Customer information;
- Transactional behavior analysis;
- Re-verification upon significant changes (e.g., change of address, payment method, or jurisdiction);
- Application of enhanced due diligence for high-risk accounts or behaviors.

Where necessary, the Company reserves the right to suspend or restrict account functions pending completion of additional due diligence procedures.

6.5. Refusal to Comply

If the Customer fails or refuses to provide requested information or documentation, the Company may take the following measures:

- Suspend or restrict account access;
- Freeze deposits, withdrawals, or gameplay;
- Terminate the account relationship;
- Report the case to the appropriate regulatory or investigative authorities.

The Company shall not be liable for any losses or delays resulting from such action where it is necessary for compliance with its regulatory obligations or the protection of the platform.

6.6. Fraud and Internal Review

Where fraudulent activity, misrepresentation, or the use of falsified documents is suspected, the Company may:

- Block or permanently close the Customer's account;
- Cancel pending payments and transactions;
- Launch an internal investigation and involve competent external authorities;
- Retain or forfeit funds where permitted under applicable law or regulation.

Any such actions will be proportionate, documented, and based on objective findings. The Company will take all reasonable steps to ensure confidentiality and legal compliance during such processes.

6.7. Document Validity and Security

All documents submitted to the Company are handled in accordance with applicable data protection laws. The Company applies appropriate security measures to store and process KYC data and retains such records for the legally required period following account closure or final transaction.

7. RESPONSIBLE GAMING

7.1. Responsible Gambling and Self Exclusion

Responsible Gambling

Gambling, for the majority of our Customers, means entertainment, fun and excitement. But we also know that for some of our Customers gambling has negative side effects. Pathological gambling has long been recognized by medical science as a serious illness.

Since our first day we have thought about this problem and try our best to help. Under “Responsible Gambling” we understand multiple steps of measures, with which a gambling provider can help to lower the possibility of negative side effects appearing. -In case they already appear we also try to take active steps against them.

The most important instrument against negative side effects from gambling is knowledge and education about the risks of gambling to support our Customers self-control in order to make sure they do not suffer from negative side effects.

Information and contact

Our support team will help You via email at all time without any additional costs for You

Our Support will not disclose any information without Your consent to anyone else.

You may also visit [Gamblers Anonymous](#), [GamblingTherapy](#), [GambleAware](#), [GamCare](#) or other organizations providing gambling support if you believe you may have a gambling addiction.

In addition, You can also take a self-test, if You are already addicted to gambling at:

- <https://www.begambleaware.org/gambling-problems/do-i-have-a-gambling-problem/>;
- <https://gamblersanonymous.org/20-questions/>; or
- <https://www.ncpgambling.org/help-treatment/problem-gambling-self-assessment/>.

We encourage You to regularly evaluate Your gaming habits to ensure Your gambling remains within healthy limits. If, after self-assessment, You recognize signs of problematic gambling behavior, we strongly recommend seeking support from relevant organizations or reaching out to our support team for assistance.

You can also find additional information about gambling addictions at:

<https://www.begambleaware.org/safer-gambling/>;

<https://www.gamcare.org.uk/self-help/self-help-resources/>.

Helpful hints for Responsible Gambling

We recommend You think about the following hints, before gambling in order to ensure gambling stays fun for You and does not cause any negative side effects:

- **Set Yourself a Deposit Limit.**

- **Play within your means** – Set a budget and only gamble with amounts you can afford to lose.
- **Avoid chasing losses** – Trying to recover lost money by taking bigger risks can lead to further losses. Play responsibly, not out of desperation.
- **Set time limits** – Determine how long you will play and stick to it - our Website offers a real-time session timer that remains visible at all times while You are logged in. Gambling should never take priority over other hobbies or responsibilities.
- **Play with a clear mind** – Avoid gambling when you are stressed, depressed, or under the influence of medication, drugs, or alcohol.
- **Take breaks** – If you feel tired or find it hard to concentrate, step away and take a break.
- **Use a single account** – To keep track of your gambling activity and spending, it is strongly recommended that you only create and use one account.

7.2. Minor Protection

To use our Service, you have to be 18 years or older. To avoid abuse, keep your login data safe from any minors near You.

Principally we recommend a filter program to avoid minors, especially children, to access any context on the internet, which is not healthy for them.

For parents we can recommend a list of internet filters to support them from keeping their children from any context, which was not made for them: <https://famisafe.wondershare.com/internet-filter/best-internet-filters.html>

7.3. Player Protection Measures

If we detect signs of problematic gambling behavior, we may take the following actions:

- **Deposit Limits** – we may apply restrictions on the amount You can deposit within a specified period to encourage responsible spending.
- **Temporary Account Suspension** – in cases where further review is needed, we may temporarily restrict access to Your account.
- **Self-Exclusion** – if a player is identified as being at extreme risk, we may impose self-exclusion measures, which could involve restricting access to our Services for a defined period or permanently.

7.4. Cooling-Off Period

As a protective measure, we offer You the option to activate a Cooling-Off Period, allowing You to take a temporary break from gambling without the need for permanent restrictions.

Activation of Cooling-Off Period

The Cooling-Off Period can be activated immediately through the "Activate Cooling-Off Period" button below. Once You select the cooling-off period option, You can choose from the following durations:

- **24 hours**
- **7 days**
- **1 month**
- **3 months**

You may choose to apply the cooling-off period to specific product categories, such as Slots, Table Games, Fixed Odds Betting, Poker, or all available gambling activities.

You can exclude yourself from any marketing communications during the cooling-off period.

Immediate Activation and Restrictions

Once You activate the Cooling-Off Period:

- The restriction will take effect immediately, preventing Your participation in gambling activities for the selected duration.
- Your account will be locked for gambling activities selected by You.
- You will have the option to opt-out of marketing communications for the duration of Your Cooling-Off Period.

Reactivation and Additional Time-Out Options

At the end of the Cooling-Off Period, Your account will be automatically reactivated, allowing them to resume gameplay without any further action. If further restrictions are needed, you can extend Your cooling-off period or opt for Self-Exclusion for a longer-term break.

7.5. Self-Exclusion:

In case you are diagnosed with a gambling addiction or try to stay away from gambling for a different reason, we want to assist you to stay away from anything that does nothing good for you. "Self-Exclusion" means that You exclude yourself, out of Your own choice, from selected gambling services (or all of them).

How to Self-Exclude

You can initiate and complete the Self-Exclusion process entirely online, without requiring email communication or our approval. The process takes no more than 15 minutes to complete.

Steps to Self-Exclude:

1. Click the "Activate Self-Exclusion" button below.
2. Select the desired self-exclusion period and gambling product categories You would like to be excluded from (if not all).
3. Confirm your decision by acknowledging the terms of self-exclusion.

4. Submit the request for immediate activation.

Self-Exclusion Periods

You may choose from the following self-exclusion durations:

- 1 year
- 3 years
- 5 years
- 10 years
- Lifetime Exclusion

Once a self-exclusion request is submitted, it takes effect immediately and cannot be revoked before the selected period expires.

You must complete any tournaments (for example poker tournament) that are in-running at the time of self-exclusion.

Contributions to progressive jackpots that you made through gameplay prior to the self-exclusion request remain in place, but you will not be eligible to participate in the jackpot after the self-exclusion comes into effect

What Happens During Self-Exclusion?

- Your account will be locked, restricting access to your selected gambling activities or all gambling services.
- You will be automatically excluded from all our platforms and domains.
- We will take measures to identify and prevent duplicate accounts to uphold the self-exclusion.
- You will be removed from all marketing communications and will no longer receive promotional offers.
- We encourage you to self-exclude from other gambling platforms and seek support from the sources listed above if needed.

Important Notes: The self-exclusion period cannot be shortened or reversed once it is activated.

The Company shall have no financial liability and shall not be held otherwise accountable if you continue gambling or using a new Account with the Service under a different name or address.

Our Right to Enforce Exclusion

In certain cases, we may initiate an exclusion as a high-risk intervention measure. This may occur, but is not limited to, situations where you exhibit clear signs of problematic gambling behavior.

Reactivation and Post-Exclusion Protocol

After the self-exclusion period ends, your account will not be automatically reactivated. Instead, you must submit a written request to confirm your desire to resume gambling.

As you return to gambling after your self-exclusion period, we strongly recommend:

- Reviewing responsible gaming practices – You will receive a message from us outlining available safeguards to help you maintain control over your gambling habits.
- **Completing a Gamblers Anonymous self-assessment questionnaire** – This can help you evaluate your gambling behavior and determine if additional protective measures are needed.

Your gaming history will be preserved, and your account will only be restored under your original credentials. No new accounts may be created to bypass the exclusion.

7.6. Limits

To help you maintain control over your gambling habits, we also offer Deposit Limits, allowing you to set restrictions on the amount you deposit within a specific timeframe.

Deposit Limits

- You can set deposit limits on a daily, weekly, or monthly basis.
- Once your deposit limit is reached, you will not be able to deposit additional funds until the selected period resets.
- Reducing your deposit limit takes effect immediately, while any request to increase your limit is subject to a seven-day waiting period before being applied.

To increase or decrease your deposit limits, you may find the relevant request option in your personal account, which will become available after you have set a deposit limit.

Exceptions to Limits and Exclusions

While deposit limits and self-exclusion measures take effect immediately, there are certain situations where an active wager or gameplay may be impacted. These include, but are not limited to:

- A time limit being reached while you are actively participating in a poker tournament.
- A limit or exclusion being applied while you have an unresolved ante-post bet on a future event.

In these cases, the restrictions outlined above will still be honored immediately, with the exception of the active gameplay or wager(s). Once the relevant tournament, wager, or event has concluded, the full restrictions will apply without further delay.

8. Dispute Resolution

1. General Principles

The Company is committed to ensuring that all Customer disputes are handled in a transparent, fair, and timely manner. All Customers have the right to lodge a complaint concerning any aspect of their interaction with the Company, including but not limited to account activity, payments, promotions, verification, game outcomes, responsible gaming, and regulatory matters.

All complaints will be reviewed objectively, and the Customer will not be disadvantaged for initiating a complaint in good faith.

2. Submitting a Complaint

Customers may submit a complaint free of charge within six (6) months of the incident in question. In the case of peer-to-peer games (e.g., poker) or ante-post betting, the complaint period begins after the relevant event is resolved.

To file a complaint, the Customer must complete the complaint form available in PDF format at the following link: [Player Complaint Form] , and submit the completed form by email to the Support Service at support-uz@marafon.bet.

The complaint submission must include:

- full name and registered address of the Customer;
- Account ID;
- date of the incident or dispute;
- a clear description of the issue, including any relevant documentation or evidence;
- preferred language (English or another language of the target market).

3. Acknowledgment and Response Timelines

Upon receiving a complaint, the Company will:

- acknowledge receipt within two (2) days for Responsible Gaming complaints and within seven (7) days for other complaints via email or another preferred communication method;
- provide an explanation of the review process and expected resolution timelines.

The Company aims to issue a final response within four (4) weeks of receiving the complaint. In complex cases, this period may be extended once for up to an additional four (4) weeks, with prior notice and explanation to the Customer.

Complaints related to responsible gaming will be prioritized and, where possible, resolved within five (5) business days. If more time is needed, the Customer will be informed, and the delay will not exceed two (2) weeks.

All decisions will be communicated in writing and will include either:

- A clear explanation of the final resolution and its justification; or
- A reasoned explanation for not handling the complaint (e.g., insufficient information).

4. Escalation to Alternative Dispute Resolution (ADR)

If a complaint is not resolved to the Customer's satisfaction and the complaint amount exceeds 500 EUR (such threshold will remain in force only if it is not objected by the CGA), the matter may be escalated to CADRE B.V. (License No. CGA/ADR/2025/01); postal address for correspondence: Scharlooweg 39, Curaçao.

ADR services are provided free of charge to the Customer.

5. Record-Keeping and Reporting

The Company maintains a detailed record of all received complaints for a minimum period of five (5) years, including:

- Resolved complaints (upheld or rejected);
- Unresolved complaints;
- Complaints escalated to ADR or legal action.

The Company submits regular reports on complaint statistics and outcomes to the appropriate regulatory body, as required.

9. LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT COMPENSATE YOU FOR ANY REASONABLY FORESEEABLE LOSS OR DAMAGE (EITHER DIRECT OR INDIRECT) YOU MAY SUFFER IF WE FAIL TO CARRY OUT OUR OBLIGATIONS UNDER THESE TERMS UNLESS WE BREACH ANY DUTIES IMPOSED ON US BY LAW (INCLUDING IF WE CAUSE DEATH OR PERSONAL INJURY BY OUR NEGLIGENCE) IN WHICH CASE WE SHALL NOT BE LIABLE TO YOU IF THAT FAILURE IS ATTRIBUTED TO:

(I) YOUR OWN FAULT; (II) A THIRD PARTY UNCONNECTED WITH OUR PERFORMANCE OF THESE TERMS (FOR INSTANCE PROBLEMS DUE TO COMMUNICATIONS NETWORK PERFORMANCE, CONGESTION, AND CONNECTIVITY OR THE PERFORMANCE OF YOUR COMPUTER EQUIPMENT); OR (III) ANY OTHER EVENTS WHICH NEITHER WE NOR OUR SUPPLIERS COULD HAVE FORESEEN OR FORESTALLED EVEN IF WE OR THEY HAD TAKEN REASONABLE CARE. AS THIS SERVICE IS FOR CONSUMER USE ONLY WE WILL NOT BE LIABLE FOR ANY BUSINESS LOSSES OF ANY KIND.

IN THE EVENT THAT WE ARE HELD LIABLE FOR ANY EVENT UNDER THESE TERMS, OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED:

(A) THE VALUE OF THE BETS AND OR WAGERS YOU PLACED VIA YOUR ACCOUNT IN RESPECT OF THE RELEVANT BET/WAGER OR PRODUCT THAT GAVE RISE TO THE RELEVANT LIABILITY, OR (B) EUR € 10,000 IN AGGREGATE, WHICHEVER IS LOWER.

WE STRONGLY RECOMMEND THAT YOU (I) TAKE CARE TO VERIFY THE SUITABILITY AND COMPATIBILITY OF THE SERVICE WITH YOUR OWN COMPUTER EQUIPMENT PRIOR TO USE; AND (II) TAKE REASONABLE PRECAUTIONS TO PROTECT YOURSELF AGAINST HARMFUL PROGRAMS OR DEVICES INCLUDING THROUGH INSTALLATION OF ANTI-VIRUS SOFTWARE.

10. INTELLECTUAL PROPERTY

Any unauthorised use of our name and logo may result in legal action being taken against you. As between us and you, we are the sole owners of the rights in and to the Service, our technology, software and business systems (the “**Systems**”) as well as our odds. you must not use your personal profile for your own commercial gain (such as selling your status update to an advertiser); and when selecting a nickname for your Account we reserve the right to remove or reclaim it if we believe it appropriate. You may not use our URL, trademarks, trade names and/or trade dress, logos (“**Marks**”) and/or our odds in connection with any product or service that is not ours, that in any manner is likely to cause confusion among Customers or in the public or that in any manner disparages us. Except as expressly provided in these Terms of Service, we and our licensors do not grant you any express or implied rights, license, title or interest in or to the Systems or the Marks and all such rights, license, title and interest specifically retained by us and our licensors. You agree not to use any automatic or manual device to monitor or copy web pages or content within the Service. Any unauthorized use or reproduction may result in legal action being taken against you.

11. MISCELLANEOUS PROVISIONS

11.1. Links to Other Websites

The Service may contain links to third party websites that are not maintained by, or related to, us, and over which we have no control. Links to such websites are provided solely as a convenience to Customers, and are in no way investigated, monitored or checked for accuracy or completeness by us. Links to such websites do not imply any endorsement by us of, and/or any affiliation with, the linked websites or their content or their owner(s). We have no control over or responsibility for the availability nor their accuracy, completeness, accessibility and usefulness. Accordingly when accessing such websites we recommend that you should take the usual precautions when visiting a new website including reviewing their privacy policy and terms of use.

11.2. Assignment

Neither these Terms nor any of the rights or obligations hereunder may be assigned by you without the prior written consent of us, which consent will not be unreasonably withheld. We may, without your consent, assign all or any portion of our rights and obligations hereunder to any third party provided such third party is able to provide a service of substantially similar quality to the Service by posting written notice to this effect on the Service.

11.3. Governing Law

These Terms of Service are governed by the law in force in Curaçao. Any dispute, controversy, or claim arising out of or in connection with these Terms of Service, including their validity, interpretation, performance, or termination, shall be subject to the exclusive

jurisdiction of the competent courts of Curaçao. The Customer expressly agrees that such courts shall have authority to hear and determine any proceedings arising out of these Terms of Service or the use of the services provided by the Company.

11.4. Severability

In the event that any provision of these Terms of Service is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms of Service shall not be affected.

11.5. Breach of These Terms of Service

Without limiting our other remedies, we may suspend or terminate your Account and refuse to continue to provide you with the Services, in either case without giving you prior notice, if, in our reasonable opinion, you breach any material term of these Terms of Service. Notice of any such action taken will, however, be promptly provided to you.

11.6. Waiver

No waiver by us, whether by conduct or otherwise, of a breach or threatened breach by you of any term or condition of these Terms of Service shall be effective against, or binding upon, us unless made in writing and duly signed by us, and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived. The failure of us to enforce at any time any term or condition of these Terms of Service shall not be construed to be a waiver of such provision or of the right of us to enforce such provision at any other time.

11.7. Acknowledgement

By hereafter accessing or using the Service, you acknowledge having read, understood and agreed to each and every paragraph of these Terms of Service. As a result, you hereby irrevocably waive any future argument, claim, demand or proceeding to the contrary of anything contained in these Terms of Service.

11.8. Language

In the event of there being a discrepancy between the English language version of these Terms of Service and any other language version, the English language version will be deemed to be correct.

11.9. Entire agreement.

These Terms of Service constitute the entire agreement between you and us with respect to your access to and use of the Services, and supersedes all other prior agreements and communications, whether oral or written with respect to the subject matter hereof.