

Wainsworth Ludomatics N.V.

OPERATIONS MANUAL

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1. Introduction

This Operations Manual is submitted by Wainsworth Ludomatics N.V. ("the Operator" or "the Company") in respect of the online gaming operations conducted under the Ibiza Palace brand. It is prepared to satisfy the operator's licensing obligations under Article 5.9, paragraph 1 of the National Ordinance on Games of Chance (LOK) and is provided to the Curaçao Gaming Authority.

The manual sets out, in a single reference document (accompanied by appendices : (i) Supplier and Third-Party Technology Register v1.0 and (ii) Games Register v1.0), how the operator's gaming activity is structured, governed, and controlled. It describes the games of chance offered and the systems that support them, the way outcomes are determined and certified, the methods used to test and quality-assure the platform, how player personal data is stored and protected, the visual elements presented to players, and the technical infrastructure underpinning the operation together with its recovery arrangements in the event of a technical emergency. Across these areas, the operator's controls rest on a combination of certified third-party gaming and platform suppliers, defined internal change-management and access controls, and ongoing compliance, security, and responsible-gaming measures. The document demonstrates the manner and degree of compliance with the provisions of the LOK and the conditions attached to the Gaming Licence.

The manual covers the gaming operations of Wainsworth Ludomatics N.V., conducted through the Ibiza Palace website.

2. Games of chance offered

All of the offered games are defined as per following internal categories:

- Slots
- Crash games
- Table games
- Live dealers

*see attached Games Register v1.0

Basic rules of play

- Slots - The player selects a stake and spins a set of reels. Symbols land across defined paylines or ways-to-win, and the outcome is determined by a certified Random Number Generator (RNG). Wins are paid according to the game's payable; some titles include additional features (free spins, bonus rounds, multipliers).
- Crash games - The player places a stake before or during a round in which a multiplier rises over time. The player must cash out before the round randomly "crashes", cashing out in time pays the stake multiplied by the value at that moment, while failing to cash out before the crash loses the stake. The crash point is determined by a certified RNG / provably-fair mechanism.
- Table games - RNG-based digital versions of classic casino games (e.g. roulette, blackjack, baccarat, poker variants). The player wagers according to the standard rules of the specific game; outcomes are determined by a certified RNG and paid per the game's fixed odds and payable. Where player decisions affect the result (e.g. blackjack), standard house rules apply.
- Live dealers - Real-time games hosted by a human dealer and streamed from a licensed studio. The player places bets within each round's betting window; outcomes are determined by the physical action of the game (e.g. ball in a roulette wheel, dealt cards) rather than an RNG, and are settled per standard game rules. Covers live roulette, blackjack, baccarat and game-show-style titles.

Games supplied by third party suppliers

All games offered on Ibiza Palace are supplied by licensed third-party game studios - the operator does not develop or operate any proprietary or in-house games. Game content reaches the platform through two integration routes:

- Direct integrations - the operator integrates directly with the game studio, with content delivered straight from the provider to the platform.
- Aggregator integrations - content is delivered via one or more third-party game aggregation platforms, which provide a single technical connection to a wide catalogue of studios.

In both cases the games themselves, including their rules, paytables, and outcome-determining mechanisms (e.g. certified RNGs), are owned, operated, and certified by the third-party provider. The operator's role is to onboard, configure, and make available approved content, not to determine or influence game outcomes.

Game providers used

All game content is supplied by licensed third-party studios. The catalogue of 53 game studios is available: 1Spin4Win, Amatic Direct, AvatarUX, Aviatix, BarbaraBang, Betsoft Gaming, BGaming, Booming, Booongo, Clawbuster, EGT Interactive, ELK Studios, Evolution (EvoSW), Evoplay, FatPanda, Flatdog, Fugaso, Galaxsys, GameArt, GamingCorps, Gamzix, Hacksaw, ImagineLive, Jacks, Mancala, NetEnt (NetEntOSS), Novomatic, Peter & Sons, PenguinKing, PG Soft, Platipus, Platipus, Play'n GO, Playnetic, Playson, Playtech Casino Games, Playtech Live, PopiPlay, Pragmatic Play, Pragmatic Play Live, Quickspin, Rogue, Skywind, Slotmill, Smartsoft, Tada, Thunderkick, TomHorn Gaming, ToucanRoyale, Trifecta, VoltEnt, WickedGames, Yggdrasil.

Restricted jurisdictions for games or player categories

Rather than maintaining restrictions game-by-game, the operator applies them centrally at **provider/gateway level** through the platform's back-office (Celesta), which enforces them consistently across every title from that provider. Example in the following image:

Excluded countries AF, AG, BS, BH, BB, BW, KH, CN, CU, CY, CW, EG, GH, GT, HT, VA, HK, FR, I D, IR, IQ, IL, JM, JO, KW, LB, LY, MO, M Y, MV, MR, MU, MN, NM, NI, NG, KP, OM, PK, PA, PG, PE, PH, QA, SD, SY, T W, TR, UG, AE, VU, VE, YE, ZW

Ability to ensure that only approved and permitted games are made available

The operator controls game availability centrally through the platform back-office (Celesta), so that no game becomes available to a player unless it has been deliberately onboarded, approved, and enabled. This is enforced through several layers:

- Controlled onboarding - games are only added through licensed providers/gateways under contract. A title cannot appear in the player lobby until it has been integrated and explicitly switched live in the back-office; there is no path for an unapproved game to surface automatically.
- Provider-level permissioning - each provider carries its configuration parameters (excluded countries, gateway), which apply to every title from that provider and are validated against the player's verified country and session geo-IP before a game is served.
- Approval before go-live - new content is reviewed and enabled by authorised staff only.
- Compliance/market gating - games not certified or permitted for a given market are not enabled for that market, layering on top of the provider's own jurisdiction rules as a second line of defence.
- Access control - the ability to enable, disable, or configure games is restricted to authorised roles only.

The result is that the live game catalogue reflects only content that has passed onboarding, market permissioning, and explicit activation, and any change to that catalogue is traceable.

2.1 Payment Possibilities

The following Deposit methods are accepted :

- eZeeWallet
- Flexepin
- Maestro
- Mastercard
- Instant Banking
- VISA

The following withdrawal methods are available :

- Bank transfer
- eZeeWallet

Bank Cards, Bank Transfers, Fiat currencies, Vouchers and e-wallets are all used.

The following payment service providers are involved :

- Centrobill
- Paytech
- Genome
- TPF
- Emerchantpay
- Global Charge
- Paynt (Payon)

The minimum and maximum deposit and withdrawal limits are as follows :

min/max deposit limits:

- Ibiza Palace: 20 - 1000 EUR

min/max withdrawal limits:

- Ibiza Palace: 50 - 2500 EUR

Deposits and withdrawals only permitted through accounts held in the player's own name.

Handling of failed, reversed or suspicious payments

Failed: No action required, in the particular cases reconciliation is being made to confirm the final status of transaction.

Reversed: Bank Statement to be required from the customer in order to detect reversed payments. Gathered information to be checked together with related PSP.

Suspicious: In-depth review is being conducted following the external fraud monitoring system alert or manual spot, decision is taken on the payment or account based on the results of investigation.

Payment and fraud monitoring systems used

- Celesta
- Back offices of payment service providers
- SEON
- BI reporting

2.2 Bet Amounts

Minimum and maximum amounts per game

Bet limits are not configured per individual game. Minimum stakes are set by each game provider at game level and are surfaced to the player in-game. Maximum stakes are governed at game-category level (and, for real-money play, by the provider's own per-game limits) rather than per title. The operator-defined category limits are detailed in the following answer.

Limit differentiation per game, provider player category and jurisdiction

Operator-defined bet limits are configured by game category and currency, not per individual game or provider. The limits currently defined are maximum bonus-bet limits, the maximum stake permitted per round when wagering with bonus funds, applied as per the following table:

GAME CATEGORY	CURRENCY	MAXIMUM BONUS BET
Table games	EUR	50
Live dealers	EUR	50
Slots	EUR	5

Where no value is set, no operator-level category cap applies and stake limits fall back to the provider's per-game minimum and maximum.

Configuration of stake limits by the player

Within each game, players select their stake between the configured minimum and maximum amount. In addition, players can set their own responsible-gaming limits (deposit / wager / session) by setting the limits or contacting the customer support, which constrain overall play.

Risk limits applied by the operator

The Company may apply risk limits at three critical phases: at account setup, dynamically during play, and when predefined risk triggers (like loss spikes, AML anomalies, responsible gambling reasons or 'sharp' betting patterns) are met. These measures ensure legal compliance, financial integrity, and proactive player protection against gambling harm. Once triggered, the Company may pause the account or restrict deposits or bonuses, prompting mandatory interactions between the player and customer support staff.

Deposit and transaction limits may also be enforced when players hit specific financial thresholds to trigger Enhanced Due Diligence (EDD) or when attempting to verify source of funds.

Responsible gaming limits applied to deposits, stakes, losses, or session activity

The Company, following the guidelines as these are clearly set within the Responsible Gaming Policy for Licensed Operators, Version 1.0, 17th of April 2025 issued by the Curacao Gaming Authority, provides the mechanisms to the players directly available through their websites in assisting them to monitor and control their gambling behavior, including the ability to apply limits to deposits, stakes, losses and session activity. Please see section 8. - The implementation of responsible gaming in the operation, for further details.

Approval and recording of changes to betting limits

Betting limit changes may be either player-set (responsible gambling) or operator-set (risk management).

1. Player-Set Financial Limits (Responsible Gambling)

Decreasing limits: Requests to lower deposit or wagering limits are approved instantly and applied in real time.

Increasing limits: Requests to increase or remove limits require a mandatory 24-hour cooling-off period before they take effect.

Recording: All changes are automatically logged in the back office, timestamped, and tied to the player's account for compliance reporting.

2. Operator-Set Account Limits (Risk Management)

Approvals: If a player's behaviour gives rise to responsible gambling concerns or they are suspected of bonus abuse, the in-house risk management team may approve wagering caps.

Recording: Adjustments are recorded in the back office and logged in the customer's account history.

2.3 Payouts

Payout percentages, odds, prize structures, or return-to-player rates

Return-to-player (RTP) rates, odds, and prize structures are defined and certified by each game provider at game level, not by the operator. Each title ships with its own provider-set RTP and payable, independently tested and certified by the provider's accredited test labs. The operator does not set or alter payout percentages. Indicative RTP is published in each game's rules/info panel.

Payout rules displayed to players before participation

Each game's payable, rules, and RTP information are made available by the provider within the in-game rules/info panel, accessible before and during play. Promotional payout rules are published in the relevant promotion terms and conditions.

Winnings credited to player accounts

Winnings are settled by the game provider and credited automatically and in real time to the player's wallet balance upon completion of the game round. The funds are then available for continued play or withdrawal, subject to the standard KYC/AML checks.

Difference between jackpot, bonus, tournament and promotional payouts

Jackpots - offered where supported by the respective game provider; jackpot pools and payouts are funded and settled by the provider per that game's jackpot mechanics.

Bonus / tournament / promotional payouts - governed by the specific promotion's terms (eligibility, wagering requirements, max conversion), as published in the relevant T&Cs.

Maximum payout limits

Maximum payout limits are defined by the game providers at game level and applied within their game engines. The operator relies on the provider-set caps for individual game payouts; promotional winnings are additionally subject to any maximum-conversion limits set out in the relevant promotion terms.

2.4 Software

Platform software used

The core platform powering Ibiza Palace is Celesta, which provides the player account management, game aggregation, and back-office layers.

Game aggregation, wallet, payment, KYC, AML, fraud monitoring, reporting, responsible gaming, CRM, and back-office systems used

FUNCTION	SYSTEM
Platform / PAM	Celesta
Game aggregation	Celesta
Back-office / Administration	Celesta
Wallet	Celesta
Payments	Celesta, Back offices of payment service providers, SEON
KYC	Celesta 
AML	Celesta, Looker, Seon
Fraud monitoring	Celesta, Back offices of payment service providers, SEON
Reporting	Looker
Responsible gaming	Celesta, Looker
CRM	Optimove

*see attached Supplier and Third-Party Technology Register v1.0

Systems proprietary and third parties

The platform, aggregation, and back-office (Celesta), CRM (Optimove), reporting/monitoring tooling (Looker, GA4, Datadog), and the payment/KYC/AML/fraud systems are third-party solutions. Front-end and the integration layer are built fully in-house. Outcome-determining game logic is owned entirely by the third-party game providers.

Software maintenance updates

Third-party systems are maintained and updated by their respective vendors under contract/SLA (Celesta, Optimove, and the payment/KYC/AML/fraud providers). Internally maintained components are managed by the operator's engineering/DevOps team under defined change management.

Testing of software change prior to release

Changes are validated in a staging environment prior to release. High-risk changes, those touching shared platform components, payments, or KYC/AML flows, require an explicit review step with a smoke test on the affected integration path and a documented rollback action before deployment. Third-party engine (Celesta) changes affecting integration points are tracked and the affected flows are re-tested before and after the change lands.

STAGE	CONTROL
Development	Code review and unit tests; pull request approved before merge.
QA sign-off	Acceptance criteria verified; regression run for the affected areas; smoke scenarios defined; no open blockers.
Release preparation	Change classified by type and risk; release notes drafted; rollback plan documented for high-risk changes.
Deployment	Released into a controlled window with monitoring active and health checks passing.
Post-release verification	Production smoke test; error rates monitored against baseline in Datadog; the release is then marked complete or rolled back.

Documentation of software versions

- Version control - all code is managed in Git (GitHub), with reviewed, approved merges providing a full change history.
- Release notes - each deployment cycle carries release notes recording what changed, which brands are affected, and why.
- Change log - production changes, including configuration changes, are recorded with owner, scope, timestamp, and rationale.
- Documentation - shared components (platform APIs, integrations, configuration) are documented in the internal knowledge base (Confluence/Notion) and updated as part of the definition of done.
- Third-party platforms - Celesta and other vendors maintain version control for their own systems; the operator maintains compatibility notes for the integration points it depends on.

Control of access rights to software systems

- Role-based access - access to production systems, deployment pipelines, and the back-office is granted by role on a least-privilege basis. SSO/MFA is enforced on critical infrastructure access points.
- Release accountability - every deployment has a single named release owner accountable end to end; changes to shared systems require declared dependencies and coordination before release.
- Change traceability - production and configuration changes are logged (who, what, when, why), giving an auditable record of changes to each system.
- Vendor-managed systems - for third-party platforms (Celesta, CRM, payment/KYC/AML providers), access is governed under the respective vendor's controls and the operator's account-administration policies.

2.5 Outcome-determining Elements

Outcomes determined by random number generators, live dealer results, sports results, player decisions, algorithms, and other mechanisms

Game outcomes are determined entirely within the certified game engines of the third-party providers, not by the operator. Depending on the game type, outcomes are produced by: certified Random Number Generators (RNG) for slots, crash, and RNG-based table games; live dealer results for live casino (the physical action of a human dealer, streamed from a licensed studio); and player decisions where the game rules allow (e.g. blackjack). The operator records and settles the outcome but does not generate or influence it.

Outcomes determined by systems and providers

Outcomes are determined by the respective third-party game providers within their own certified game engines. The operator integrates this content via Celesta and the relevant gateways but has no role in determining results.

Randomness testing and certification

Randomness is tested and certified by the providers through independent, accredited test laboratories as part of each provider's certification. This testing covers the statistical randomness, unpredictability, and non-repeatability of the RNG. The operator relies on the providers' certifications and does not perform RNG testing itself.

RNG certification

RNG and game certifications are issued to and held by the respective game providers, and are available on request from them.

Documentation of game rules, payables, odds, and outcome logic

Game rules, paytables, odds, RTP, and outcome logic are defined, documented, and certified by each game provider for every individual title, and are surfaced to the player in-game via the rules/info panel. The authoritative documentation of outcome logic resides with the provider; the operator does not modify it.

Prevent of the manipulation of outcomes and the handling of how are incidents involving incorrect game outcomes

Outcomes are generated within the providers' certified, tamper-resistant engines, to which the operator has no access - the operator cannot view, alter, or influence a result, which is the primary safeguard against manipulation. Where an incident involving an incorrect outcome arises, it is investigated in collaboration with the platform provider and the relevant game provider against game round histories and logs; affected rounds are voided or corrected per the malfunction terms, the correct balance is restored, and the incident is recorded.

3. Periodically used test methods for quality monitoring

The operator's quality-monitoring activities cover the components within its control: the player-facing frontend (the brand websites/UI) and the integration layer connecting the platform to third-party systems. Components operated by third parties, the casino engine and player-account/data platform (Celesta), the game providers, and the payment/KYC/AML providers, are tested and certified by those parties under their own quality and compliance regimes. The operator tests everything on its own side and does not re-test certified third-party systems.

Systems that are periodically tested

- The frontend / player-facing UI across all brands (Wildsultan, WinOui, Madnix).
- The integration layer between the platform and Celesta, game providers, and payment systems.
- Payment flows.

Outcome-determining systems (RNG/game engines) and the player-data platform sit with third parties (game providers and Celesta respectively) and are covered under their certifications.

RNG tests, penetration tests, vulnerability scans, game certification tests, payment tests, load tests, disaster recovery tests, responsible gaming control tests, AML control tests and data integrity tests performed

Testing is performed on the components within the operator's control - the player-facing frontend and the integration layer - while tests of certified third-party systems are carried out by the respective providers.

The operator's dedicated Quality Assurance team performs functional and regression testing (on affected areas per release), smoke testing (on every deployment and at post-release verification), continuous production monitoring via Datadog (error-rate baselines, real user monitoring and health checks), integration testing across the platform's connections to Celesta, game providers, and payment systems, and payment-flow testing for changes affecting payment integrations. Load and stress testing is governed by a documented stress-testing procedure, executed against significant releases and anticipated growth or peak-traffic events. Data-integrity testing is not applicable on the operator's side, as player data is not stored operator-side, it resides within Celesta and is covered under that platform's controls. The following are performed by third parties under their own quality and compliance regimes: RNG and game-certification testing (by the game providers via accredited independent test laboratories), and AML control testing (handled through the payment/fraud and compliance providers).

Frequency of testing

TEST	FREQUENCY
Regression testing	Per release, on affected areas.
Smoke testing	On every deployment and at post-release verification.
Production monitoring	Continuous
Payment-flow testing	On changes affecting payment integrations.
Load / stress testing	Per the established procedure

Who performs the testing

All in-scope testing is performed in-house by a dedicated Quality Assurance team, in collaboration with the Product team. Third-party tests (RNG/game certification, and the AML/payment/data-platform controls) are performed by the respective providers, their accredited test labs, or specialist vendors.

Documentation of test results

- QA sign-off records and release notes per deployment.
- Defects and test outcomes tracked in Jira.
- Production metrics and error baselines in Datadog.
- Test plans and frameworks documented in the internal knowledge base, including the documented stress-testing plan.

Correction of deficiencies

Defects are logged and prioritised in Jira, corrected through the standard release/change-management process, and re-tested before closure. Production-impacting issues are addressed through the expedited hotfix path with post-incident notes.

Verification of corrective actions completed

QA re-tests the fix and provides sign-off; post-release verification confirms resolution in production against the monitored baseline. Each release has a named owner accountable end-to-end.

4. Storing Players' personal data

Player personal data is collected through the operator's registration flow and stored within the operator's player-account platform, Celesta, under a data-processing agreement. The operator acts as data controller, the platform provider processes and stores the data on its behalf. Operator-side systems access this data via API rather than holding their own copy of the player record.

Personal data collected from players

At registration, and throughout the player's lifecycle, the Company collects identity, contact, financial-profile, account, technical, and communication-preference data, together with KYC/AML and responsible-gaming attributes. The data is submitted through the registration flow and stored in the player record on Celesta.

Descriptions of stored data

- Identification - first name, last name, gender, date of birth, city of birth, country of birth, username.
- Verification / KYC-AML - KYC status, proof-of-identity, proof-of-address, payment methods verification, source-of-wealth indicator, T&C acceptance reference, registration date.
- Contact - email, phone number (with country prefix), residential address, city, postcode, country.
- Financial profile - currency, withdrawal thresholds.
- Account / gaming - account ID and status, VIP level, bonus eligibility, affiliate ID, referral token / referred-by, tracker, custom attributes.

- Responsible gaming - reality-check intervals, self-set RG limits, maximum session-time settings.
- Technical - IP address by session, language, session identifiers, internal player ID, last login date
- Communication preferences - email, SMS, post, call, and notification opt-ins.
- Credentials - account password (submitted at registration; see protection note below), 2-step verification opt-in, number of failed login attempts
- Restrictions and sanctions - Fraud risk score, RG score, AML score, bonus / deposit / bet sanctions

Data storage, systems and databases that contain player data

Player data is stored in the player record within the Celesta platform. Operator-side systems hold no primary store of player personal data; they retrieve it on demand via the platform API.

Data access

Access is limited to authorised operator personnel by role (e.g. customer support, compliance/KYC, payments/fraud, and relevant product/engineering staff) and to the platform provider as processor.

How access is controlled

Access to players' personal data is controlled through strict Identity and Access Management (IAM) frameworks and logged via automated audit trails to satisfy corporate security standards.

The Company uses a layered security strategy to guarantee that only verified, authorized personnel can view or amend players' data.

Authentication: Verifies user identity before any data is reached using secure combinations of usernames and passwords.

- Role-Based Access Control : Groups permissions into specific jobs, meaning a customer service agent only sees communication history and certain types of documents, while a payments analyst will not have access to AML account review data.
- Zero Shared Accounts: Assigns unique accounts to every employee so actions can never be anonymized or hidden.

How Access is Logged

Whenever an employee edits or deletes player data, an automated background system generates a secure tamper-proof record called a history log, which is visible on the Celesta back office.

Data encryption and protection

The PAM platform stores data encrypted at rest systematically (Database and file storage alike) relying on the AWS infrastructure.

Data Retention periods

The Company will store personal data for a maximum period of five years after an account is closed, after which the data will be permanently deleted from our database. This period of five years allows us to meet our obligations as a regulated entity and to reasonably allow applicable statutes of limitation to expire prior to deletion.

However, certain data may be deleted earlier or at a later stage, if there is a strong context which justifies deletion or retention over a different time frame.

Handling of data correction, deletion and access requests

Data correction, such as name changes or name corrections, are handled solely by the Fraud and Payments team to ensure that the player's amended details are passed through the screening tools in order to identify duplicate accounts, banned persons and other red flags.

Deletion of data occurs only after an account is closed and a 5 year period has passed.

Access requests are handled through a standardized 5-step workflow that ensures authorized, secure, and tracked permissions. Whether an employee needs IT system rights or an individual is requesting personal data, organizations follow these core stages to manage requests:

- **Submit:** The user submits a formal request via a self-service portal, ticketing system, or dedicated privacy channel, providing necessary justification.
- **Review:** The request is verified for validity, security risks, and business necessity by a manager, application owner, or data protection officer.

- Approve/Deny: Stakeholders evaluate the request and either approve or deny it based on the user's role and data privacy regulations.
- Provision: Once approved, permissions are manually or automatically granted within the required timeframe.
- Monitor: Access is tracked, periodically audited, and eventually revoked if no longer needed.

Protection of data against unauthorized access, loss, alteration or disclosure

Data is protected against unauthorized access through a combination of strict access controls, cryptographic methods, and continuous network monitoring.

The platform benefits from AWS backup and recovery methods for data loss protection.

Strong Authentication: The Company enforces the use of Multi-Factor Authentication (MFA), which requires multiple forms of identity verification (such as a password combined with a biometric fingerprint scan).

Role-Based Access Control (RBAC): Access is granted on a "need-to-know" basis. Users are restricted to the specific data and systems required to perform their job functions.

Physical Security: Unauthorized physical access to hardware, servers, and paper files is prevented using security card scanners, locked meeting rooms, and visitor logs.

5. Visual elements shown to players through the gaming website

Websites, domains, mobile applications and software interfaces

The operation is delivered to players through a responsive brand website, accessed via desktop and mobile web browsers. The domain used is ibizapalace.com.

The sites use a responsive web design that adapts to desktop, tablet, and mobile screens; there are no separate native mobile applications, with players accessing the platform through the mobile browser.

Branding, logos, license information, game pages, account screens, responsible gaming messages, warnings, pop-ups, banners, bonus displays, payment screens, terms links, complaints information and footer information

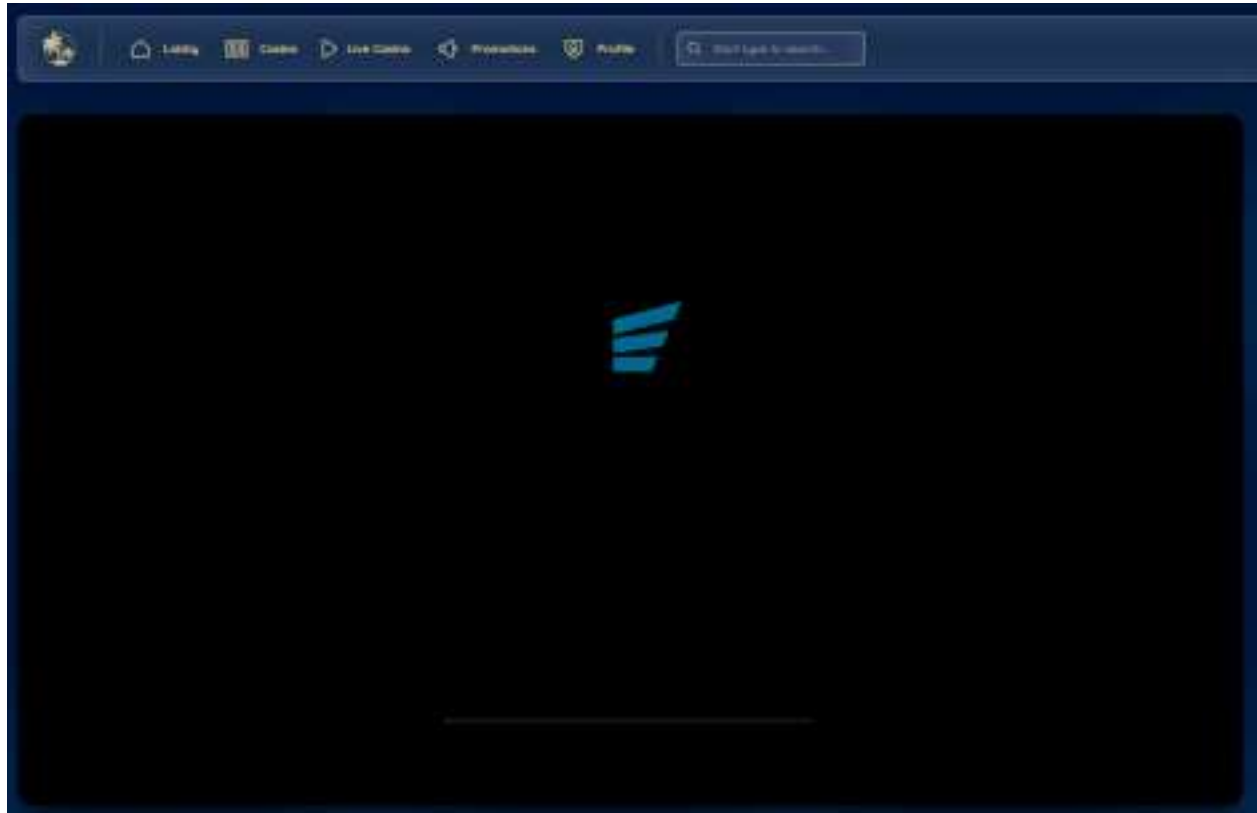
Branding and logos are available at all times via loading screen, login screen and opening the side menu.





License information is available at all times in the footer or by accessing one of “Terms and Conditions”, “Privacy Policy” or “About us” pages.

Game pages are fully 3rd party controlled and serve as a gateway to open an external game in an iFrame form.



Account screens allow the player to view their data, verify their account by uploading the documents, modify their communication preferences or enable/modify their account security.

Personal Data

Email	joerg.mecherhous@gmail.com
Phone	+33 757325100
First Name	Joerg
Last Name	Mecherhous
Birthday	06/11/2000
Gender	Male

My Address

Country	France
City	East Ashby
Zipcode	990
Address	255 Ashb. Stationery

Account Verification

To insure your personal security we periodically verify and authenticate the identity, age, and financial information of all our users to prevent fraud and money laundering. Only once your account is fully verified including all required personal data can any withdrawal be fully processed.

Let's get you started

Verify identity

To verify your identity we require you to upload a copy of your Passport, National ID, Residence Card or Driving License.

Verify identity

Verify address

To confirm your address a supporting document such as a tax bill is needed. You will be able to upload a document from your personal account if needed.

Verify address

Verify payment methods

To further verify your account we require you to upload documents regarding your income sources such as salary, dividends etc.

Verify payment methods

Communication Preferences

Choose your preferred way to receive communications. This section sends about our online, service updates, exciting promotions, exclusive offers, event invitations, and both instant and summary messages.

☐ Email ☐ Text ☐ Push ☐ SMS

Password [Change Password](#)

In Review (0)

Other identity document (0)

Proof of residence (0)

Residence card

Approved (0)

Other document

Proof of residence

How it works

Step 1 of 3
Upload your required documents

Step 2 of 3
Get your documents verified

Step 3 of 3
Enjoy full experience of Blue Palace

Responsible gaming messages have a separate page and are accessible via a footer button at all times.

RESPONSIBLE GAMING

While gaming can be entertaining, you should play responsibly and be aware that gaming should be an enjoyable time and not a way to make money. It is important to set limits, keep it fun and avoid feeling that you can afford to lose. Responsible gaming helps increase fairness and enjoyment in enjoyable experiences without negative consequences.

Prevention of underage gambling

The Casino does not allow individuals under the age of 18 to register an account. As part of our player account verification policy, we regularly use different types of verifications. Please ensure your information and do not let a declining player get your account. Check your gaming session is not being out of the casino to ensure that no underage person has access to the system.

Responsible gaming control tools are the Blue Palace code of 8 games.

Play smart and set limits.

If you believe that your gaming habits are becoming problematic, you have the option to setting one of the following limits to your account:

Deposit Limits:

- Allow the player to limit the amount of money they can deposit on a daily, weekly or monthly basis.
- Once a deposit limit is reached, players will not be able to deposit additional funds until the limit has been reached.
- If the player no longer wishes to set a limit, they can request to increase the severity of a deposit limit when they return to the casino.

Cash-Out

You can request a cash-out or temporary suspension from all gaming activities, which you can increase or cash-out in a short-term temporary suspension from gaming activities. Cash-out suspension can be set for a period of maximum of 24 hours to 3 months maximum.

During the Cash-Out period:

- You will not be able to make deposits.
- You will not be able to play in your accounts.
- Your funds remain available for withdrawal.
- You will have the chance to set and then maintain a withdrawal limit.
- Your account will be automatically reactivated when the selected Cash-Out period expires.

Should you wish to take a break from gaming, following any of the above, you can contact our customer service by email or telephone and we ensure that you will be further informed to assist for your account and that the appropriate steps will be promptly taken.

Self Exclusion

Self exclusion can be set for a period of minimum of 1 year, 3 years, 5 years, 10 years or lifetime. Once your account has been self-excluded, it will be closed and the selected time period has elapsed. This request cannot be undone or shortened and the restriction will last for the entire period you have chosen. After the self-exclusion period ends, you may request to lifting by email or should the reactivation of your account.

During the self-exclusion period:

Warning and pop-up messages are displayed for particular scenarios, such as:

- Cookies confirmation

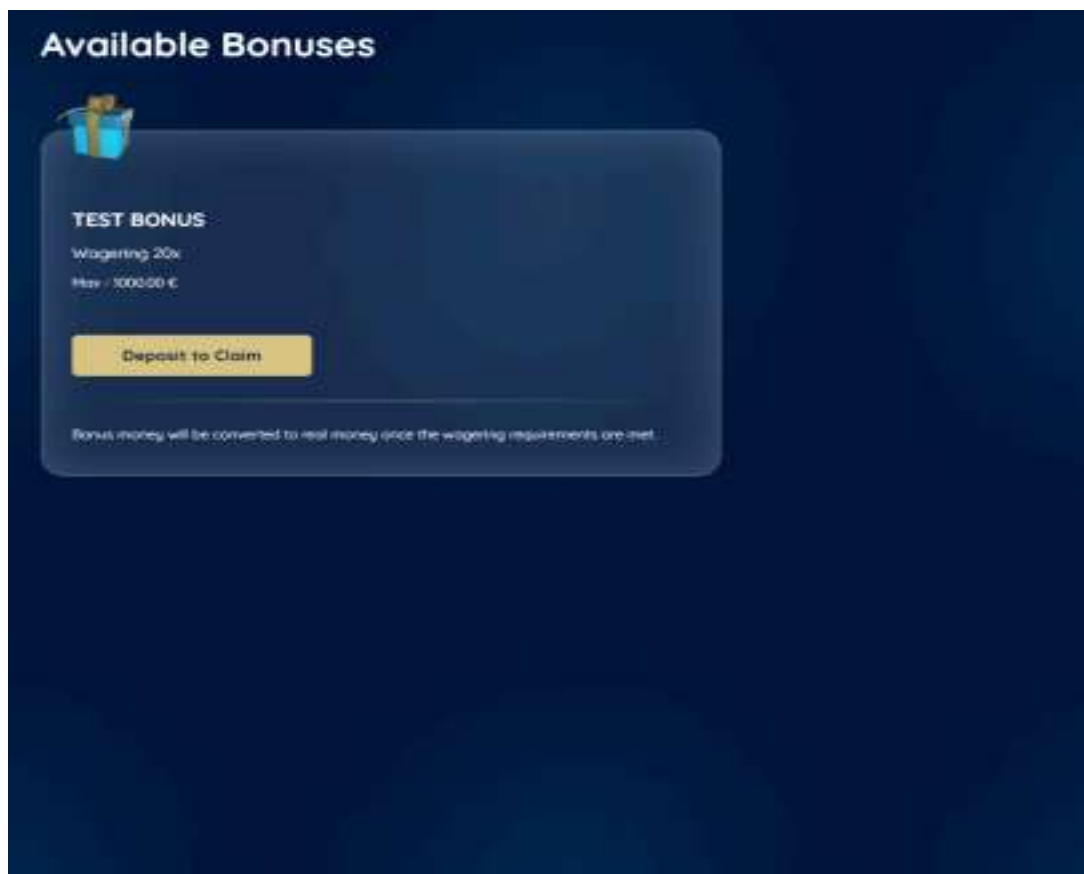
- © 2008 Blackwell Publishing Ltd, *Journal of Internal Medicine* 263: 105–114

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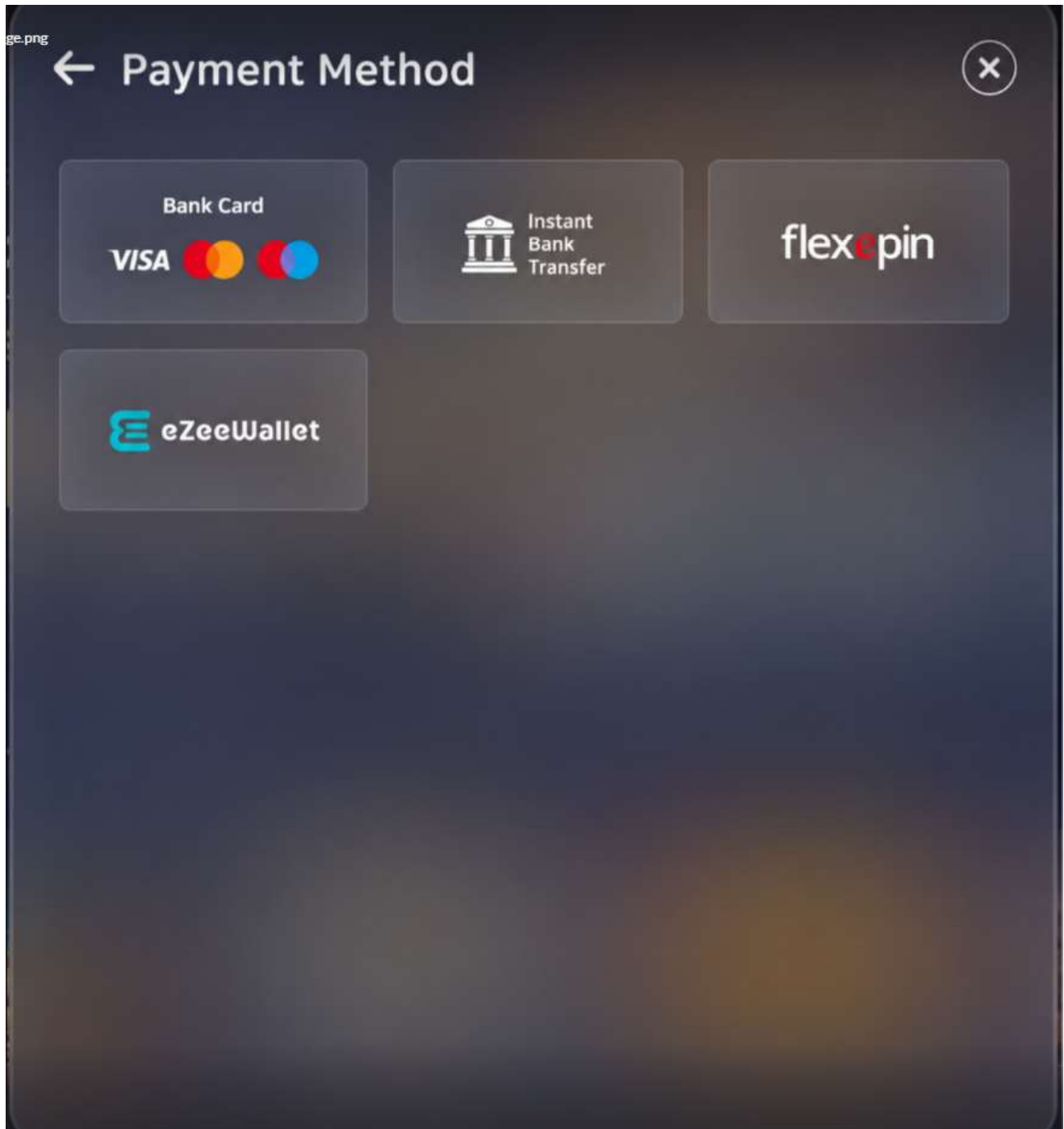
Not all of the pop-up scenarios are covered as there are too many to be mentioned. Banners are available exclusively in the header of the home screen as per following screenshot. If multiple banners are available, they function as a carousel with switches available both automatically and manually by the player.

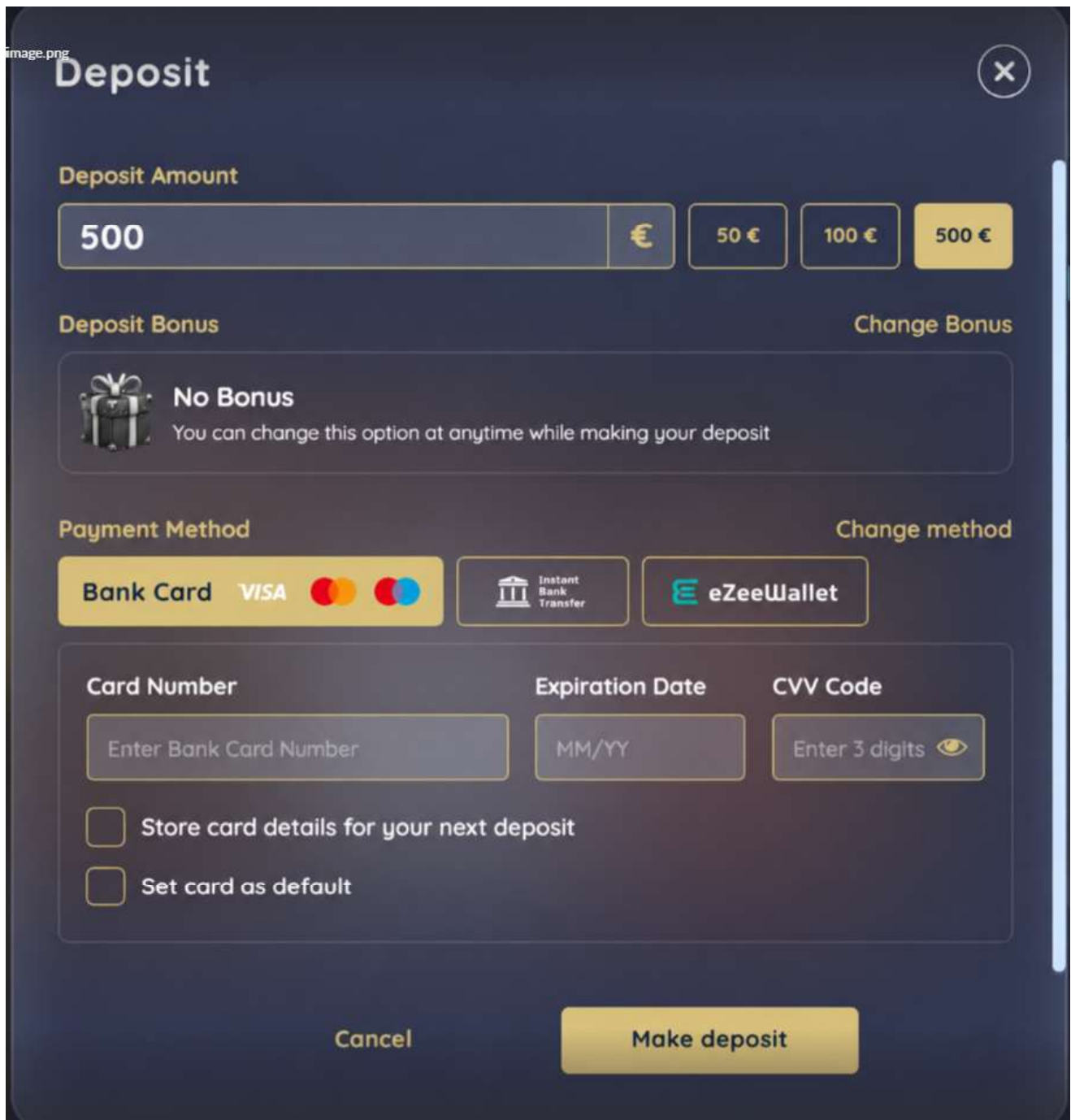


Bonuses are available on a dedicated "Bonus" page as per following screenshot:



Payment screens are displayed based on the country, currency and player segment in order to filter the bonuses and available payment methods to individual players:





The image shows a 'Deposit' modal form with a dark blue background. At the top left is the title 'Deposit' and a close button (X) at the top right. The form is divided into three main sections: 'Deposit Amount', 'Deposit Bonus', and 'Payment Method'. The 'Deposit Amount' section has a text input field with '500' and a Euro symbol, followed by three buttons: '50 €', '100 €', and '500 €'. The 'Deposit Bonus' section shows 'No Bonus' with a gift icon and a note that the option can be changed. The 'Payment Method' section has three buttons: 'Bank Card' (with VISA and Mastercard logos), 'Instant Bank Transfer' (with a bank icon), and 'eZeeWallet' (with its logo). Below these are three input fields for 'Card Number', 'Expiration Date', and 'CVV Code'. At the bottom are two buttons: 'Cancel' and 'Make deposit'.

Deposit

Deposit Amount

500 € 50 € 100 € 500 €

Deposit Bonus [Change Bonus](#)

 **No Bonus**
You can change this option at anytime while making your deposit

Payment Method [Change method](#)

Bank Card VISA   Instant Bank Transfer  eZeeWallet

Card Number **Expiration Date** **CVV Code**

Enter Bank Card Number MM/YY Enter 3 digits 

☐ Store card details for your next deposit

☐ Set card as default

[Cancel](#) [Make deposit](#)

The footer comprises of the following elements:

- Supported payment methods logos
- Language selector
- Individual pages buttons:
 - Responsible Gaming

- Contact
- Account, Pay-out and Bonuses
- Terms and Conditions
- Dispute Resolution
- Casino Guide
- Privacy Policy
- AML/KYC
- About Us
- License information
- Copyright
- “Gamblers Anonymous” logo
- “Gamcare” logo
- “18+” logo
- CGA certificate



Visual elements consistency across desktop and mobile versions

Ibiza Palace runs on a single responsive web design, so the same branding, navigation, legal notices, game information, and responsible-gaming tools are presented consistently across desktop, tablet, and mobile. Rather than maintaining separate desktop and mobile products, the layout adapts to screen size from one shared codebase.

Visibility of legally required notices

The legally required notices and mandatory information are displayed persistently and at the relevant points in the player journey. These include the licensing information and licence seal, age restriction (18+), responsible-gaming messaging and links to RG tools, and links to the Terms & Conditions, Privacy Policy, and complaints/contact information, presented in the site footer.

Ability to easily find game rules, risks, odds, limits, and responsible gaming tools

Player-facing information is presented so that the essentials are never more than a few interactions away. Each game's rules, payable, odds, and return-to-player information are accessible directly within the game via its rules/info panel, available before and during play. Stake limits are shown in-game at the point of play, and responsible-gaming tools - deposit, loss and session limits, reality checks, time-out and self-exclusion - are reachable from the dedicated responsible-gaming section, with supporting information and external help resources linked persistently in the site footer.

Review and approval of changes to visual elements

Changes to player-facing visual elements follow a defined chain of approval rather than going live ad hoc. Proposed changes pass through product review, design and quality assurance, and are validated in a staging environment before release. Any change that touches legally required notices, licensing information, responsible-gaming messaging, or other regulatory-relevant elements is subject to additional scrutiny and explicit sign-off before it can be deployed, ensuring compliance-critical content is never altered without review. Each change is version-controlled and recorded, so every modification to the player-facing presentation is traceable to its owner and approval.

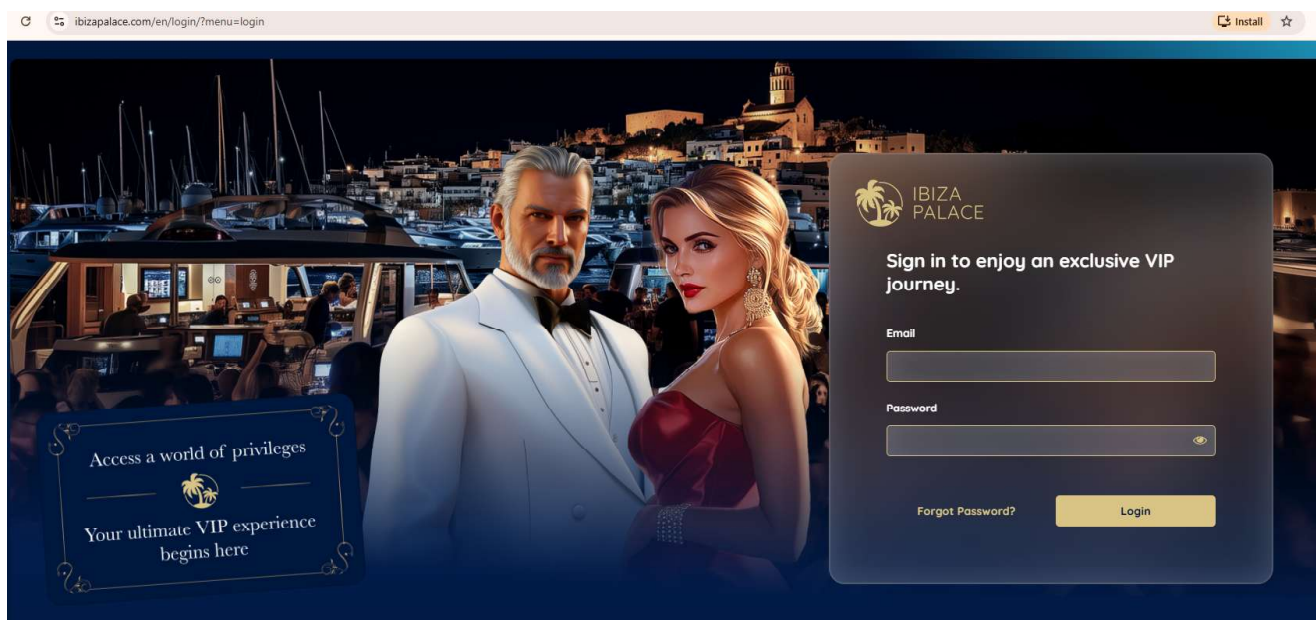
6. Technical measures in place to prevent the admission of persons who are banned

6.1 Restricted Countries

Prospective customers from countries that pose high ML/TF risks, and which lie outside of the business risk appetite, will be blocked from registration and login. The Compliance department reviews the list of accepted countries on a regular basis, in line with certified and credible sources of information regarding the level of ML/TF risks, corruption, political unrest, and countries subject to sanctions.

The Company continually observes relevant international standards such as the recommendations of the Financial Action Task Force on Money Laundering ("FATF") and the Caribbean Financial Action Taskforce ("CFATF") and updates lists of prohibited countries accordingly.

Upon attempting to access the website from a restricted country, the message in the screenshot below appears.



6.2 Customer Acceptance Policy

Wainsworth Ludomatics N.V. customer acceptance policy is based on what is required under law and in line with the Company's risk appetite and the risk assessment of the business. Certain types of individuals will not be accepted as customers, by either being prevented from registering or blocked from using our site, such as:

- Under 18s;
- Residents of Curacao (in line with licence restriction)
- PEPs. Politically Exposed Persons may be subject to pressure and vulnerable to corruption. It is at the sole discretion of the Management to accept or deny PEPs as customers. The decisions are taken on a case-by-case basis depending on factors such as i) PEP class level. ii) value of transactions history. iii) deposit limits imposed on the account. iv) adverse media checks results and other mitigating factors resulting from full review of the account and available information on the individuals on UN, EU or OFAC sanctions lists.
- Residents, in countries deemed to be high risk, to measure AML/CFT risk;
- Individuals where we have reason to suspect involvement in ML/TF or other types of criminal activity;
- Self-excluded customers, excluded from our site or any national self-exclusion register available within the licence conditions;
- Individuals who have submitted documentation or information which we have reasonable grounds to suspect is fake or fraudulent.

Other types of individuals will be investigated before a decision is made whether to block them from using our site, such as :

- Persons who repeatedly attempt to fund their gambling with deposits from business accounts;
- Customers identified as having abnormal amounts of multiple income sources, irregular income streams, high value depositors and disproportionate spenders;
- Customers, where an increased risk level in the customer profile for any reason warranted us taking action or terminating the customer relationship.

The risk level will be decided by a combination of automated monitoring matrices and manual account reviews. Wainsworth Ludomatics N.V. utilises its internal country risk assessment to determine the risk level of each country, and from which countries it will and will not accept customers. For full details, please refer to the Wainsworth Ludomatics N.V. Country Risk Assessment. Active customers are monitored, in terms of behaviours and transactions, and should the risk level in the account increase we may apply enhanced measures for due diligence or terminate the customer relationship. The expected nature of the customer relationship is that of entertainment. Based on this expectation information is collected, and the profile of a player is assessed, in order to identify deviations from the expected customer profile.

The Company uses an ecosystem of identity verification (IDV), behavioral analytics, and regulatory databases to flag banned individuals. A banned individual could be an underage minor, a customer on a fraud watchlist, or a player enrolled in a voluntary self-exclusion program.

During Registration (Onboarding)

This is the most rigid gate. Minors (below 18 years of age) are not allowed to register as the website registration process prevents the input of a date of birth meaning they are below 18. The Company uses Know Your Customer (KYC) compliance layers to catch banned players before they can open an account:

- Identity Verification: If suspicions arise during registration, players must upload a government-issued ID alongside a selfie+ID.
- Device and Network Fingerprinting: The platform checks the user's IP address, device ID, and browser fingerprint. If the device signature matches a previously banned account, the sign-up is flagged or outright blocked.

During Login

Banned players may attempt to bypass restrictions.

- Geolocation Compliance Verification: The Company continuously verifies location data during log-in. If a login is routed through a Virtual Private Network (VPN), a proxy, or an unexpected geographic region, the system flags the account for investigation.
- Continuous Device ID Logs: If a player logs into an active account using a device previously associated with a fraudulent account or self-excluded individual, security alerts are automatically triggered.

During Deposit

Financial checks act as a fallback network to catch identity masking:

- Closed-Loop Payment Matching: The platform forces a name match between the casino account profile and the funding source (such as a credit card or bank account). If a self-excluded player attempts to use their real bank card on a falsified profile, the payment method is blocked on the gateway and the account suspended and investigated.

6.3 Prevention of underage persons

The Casino does not allow individuals under the age of 18 to register an account. At step 1 of the registration process, it is mandatory for the user to accept the Terms and Conditions and confirm that they are 18 years of age or older.

At step 2 of the registration process, the user must enter their birthdate. If the birthdate entered is less than 18 years of age, the system will not allow the user to continue to complete the registration.

Wainsworth Ludomatics N.V. recognizes that risks related to the customer are the highest where it is possible to gamble anonymously, and the company does not allow for this. The remote setup of a gambling operation also carries risk due to the lack of physical meetings with the customer.

Every player is required to register and identify themselves with Wainsworth Ludomatics N.V.. Further details of the Know Your Customer ("KYC") process are set out in Wainsworth Ludomatics N.V. - Operational KYC Procedure document. A registered account is only allowed to be operated by the registered individual, and we do not allow for third-party use of an account. A customer is only allowed to hold one account and an email can only be used once to register. The system is regularly scanned for links between accounts in their registered details.

6.4 PEPs and Sanctioned Individuals

Screening for Politically Exposed Persons ("PEPs") and Sanctioned Individuals is conducted at intervals using reputable 3rd party software and if a match or potential match should be found the account is placed under full review to also include open source media checks. Depending on the results the account can be immediately frozen (i.e. if found to be a potential or definite sanctioned individual) or escalated to senior management for a decision on whether to continue the business relationship, request EDD or close the account. The Company will not rely solely on open-source information and will make regular contact directly with any customer identified as potentially risky to verify the customer information provided and obtain further documentation where required. Following the initial screening each customer is continuously monitored for any changes to their PEP/Sanctions' status and in instances where a change does occur, the above process is followed.

Targeted financial sanctions require countries to freeze funds and assets and to ensure that no funds and other assets are made available, directly or indirectly, to or for the benefit of any designated persons or entities in accordance with the Process for the freezing of resources for the implementation of sanctions imposed by international organizations (process of asset freezing of funds) (July 2016). All natural and legal persons in Curaçao are required to freeze without delay and without prior notice, the funds or other assets of designated persons and entities. This is to comply with United Nations Security Council resolutions and the Common Foreign and Security Policy of the European Union. Compliance with sanctions imposed by the UN Security Council is mandatory under the Charter of the United Nations. EU sanctions are binding for Curaçao on the basis of the Kingdom Sanctions Act.

Wainsworth Ludomatics N.V. checks for amendments of Sanctions Decrees and Regulations on a regular basis and updates the CDD- and AML/CFT-policies and procedures accordingly to reflect such amendments.

Additionally, sanctions screening shall be performed on customers at the moment they request to withdraw funds from their accounts and in instances whereby the legislative framework governing sanctions applicable to Curaçao is subject to amendments or expansions. As a company complying with Curaçao legislation, Wainsworth Ludomatics N.V. shall immediately and without prior notice freeze the funds or assets of designated sanctioned persons and entities in accordance with United

Nations Security Council resolutions and the European Union’s Common Foreign and Security Policy. In such cases, a report shall be filed with the FIU and Wainsworth Ludomatics N.V. shall immediately proceed to freezing the resources of the customer concerned. When and if a match is confirmed by the supervisory organisation, Wainsworth Ludomatics N.V. shall terminate the provision of services to the customer and shall inform the supervisory organisation on the type and amount of the frozen resources and on the actions that are being undertaken to implement the sanctions order or sanction decree on the basis of which the resources have been frozen.

When a potential match for a sanctioned individual is returned via the Seon screening interface (screenshots 3 and 4 below), this causes the ability to deposit to be automatically blocked in the user's account on the back office. Only after a review of the user's identity documents to confirm whether they are or are not the same person as the sanctioned individual, can the deposits then be manually unblocked.

Screenshot 1

AML information

Refresh data

Screening Dates 552/13/25, 9:40:23 AMMonitoring Turned onSearch profile of the next screeningChange

HitsView hits

SanctionsFALSE MATCH

Crime listsNo hit

PEP listsFALSE MATCH

WatchlistsFALSE MATCH

Input Data

Full name

TypePerson

First name

Last name

Date of birth

User ID93122

Search typeFuzzy

Sanction sources

Screenshot 2

Active

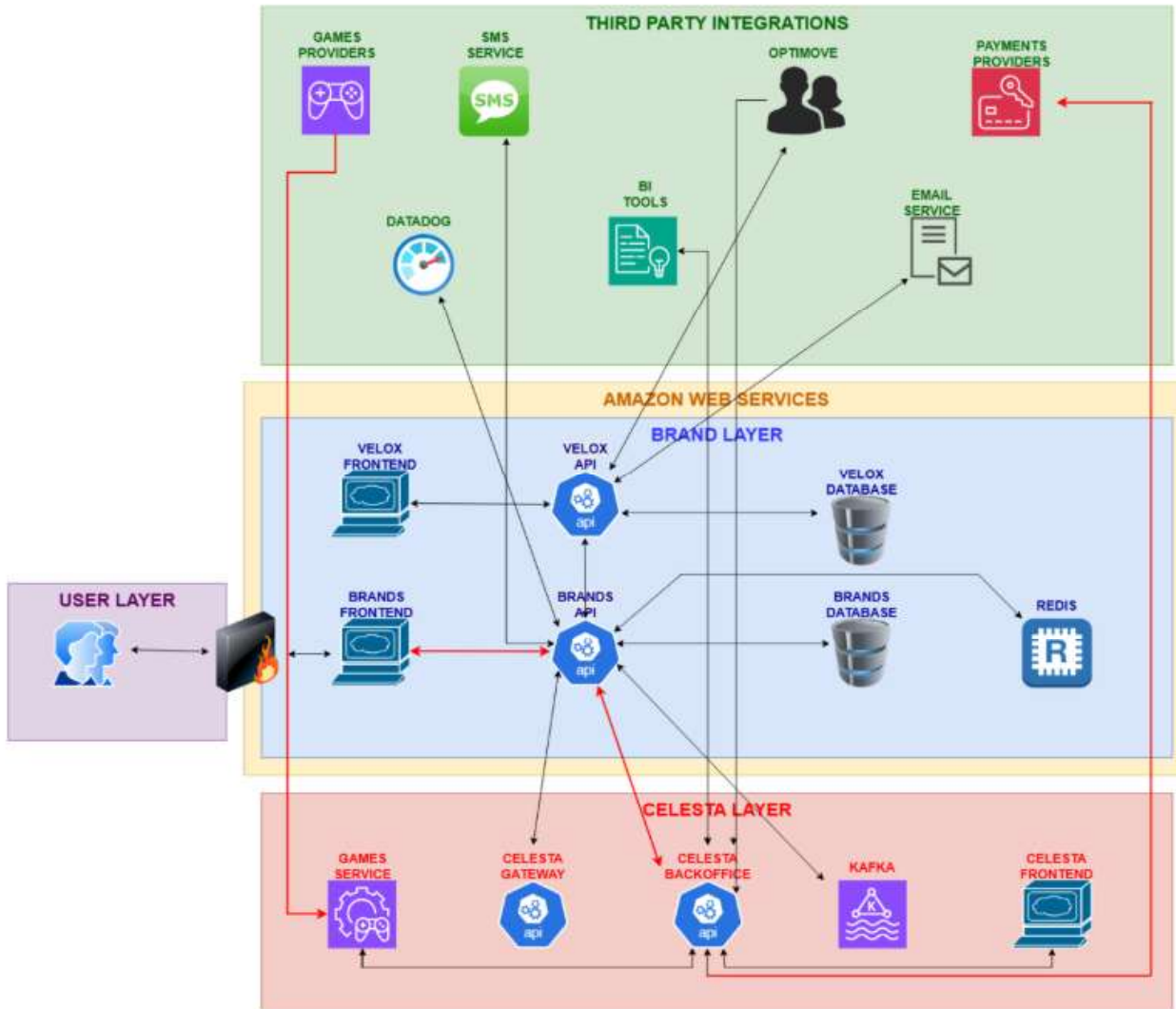
+ Add tag

History

Filters

Created at	Event	Source	Description
14/02/2025 - 10:27:06	Enter segment	System	Segment id: #4581
13/02/2025 - 21:48:01	Logout	Player	N/A
13/02/2025 - 21:47:44	Login	Player	Device: mobile Platform: AndroidOS IP: 80.214.75.1
13/02/2025 - 07:40:24	Watchlist updated	SEON	To screen → Hit Fraud alert ID: #50145814
13/02/2025 - 07:40:24	Deposit allowed updated	SEON	True → False Fraud alert ID: #50145813
13/02/2025 - 07:40:24	Sanctions updated	SEON	To screen → Hit Fraud alert ID: #50145813
13/02/2025 - 07:40:24	PEP updated	SEON	To screen → Hit Fraud alert ID: #50145811
13/02/2025 - 07:40:23	Crimelist updated	SEON	To screen → No hit Fraud alert ID: #50145810
12/02/2025 - 21:33:50	Logout	Player	N/A

7. Technical infrastructure and restoration possibilities in the event of an emergency



The above architecture diagram shows the platform across three layers: the third-party integrations, the operator's Brand layer, and the Celesta layer, within the AWS hosting boundary, with player traffic entering through the edge firewall.

The diagram shows the hosting environment (AWS), the application services and APIs (Velox API, Brands API, Celesta Gateway/Backoffice), the operational databases and cache (Velox DB, Brands DB, Redis, Kafka), the edge firewall, the back-office, monitoring (Datadog), and the third-party

integrations (game providers, payment providers, SMS, email, BI, Optimove). Data centres and backup systems are not depicted as operator-side components because the operator hosts no player data. Backups of player and transaction data are handled by the platform provider (Celesta).

Critical systems

The critical-path systems are the Brands API (the backbone of brand-to-engine communication), the Celesta Gateway and Celesta Backoffice (the player-account and engine layer), and the payment integrations. The critical connections between components are marked with a bold red line.

Storage of player data, transaction data, and gaming data

Player data and transaction data are stored by the platform provider (Celesta), not on operator infrastructure. The operator is a data controller; Celesta processes and stores the data.

- The operator's own databases (Velox DB, Brands DB, Redis) hold no player records. They provide temporary/operational storage for configuration, bonuses, promotions, and bootstrap data, used to serve the frontends quickly. They are operational caches, not a player-data store.
- Gaming/outcome data resides with the respective game providers.

Data flows between systems

The diagram shows directional flows: player → firewall → frontends → Brands/Velox API → operational DBs/cache, and API → Celesta layer and third-party integrations (payments, game providers, messaging, analytics/BI).

System owners and responsible parties

Responsibility is defined by architectural layer, with a clear boundary between the components the operator owns and operates and those operated by third parties on the operator's behalf:

- User layer - the player's own access channel (browser/device). Outside the operator's infrastructure; secured at the point of entry by the operator's edge controls.
- Edge / hosting layer - the AWS hosting environment and the edge firewall that fronts player traffic. Owned and operated by the operator, who is responsible for the hosting boundary, network edge protection, and infrastructure availability.
- Brand layer - the operator's own application stack: the brand frontends, Velox and Brands APIs, and the operational databases and cache (Velox DB, Brands DB, Redis, Kafka). Owned and operated by the operator, who is responsible for development, deployment, configuration, and monitoring of these components.

- Celesta layer - the third-party casino engine and player-account platform, including the player-data store and its backups. Operated by the platform provider as the operator's processor; the operator remains accountable as data controller and governs the relationship through the applicable agreement (DPA/SLA).
- Third-party integrations - game providers (game content and outcome determination), payment providers (payment processing, and the associated KYC/AML controls), and the messaging, analytics/BI, and CRM services. Each is operated by its respective provider under contract; the operator is responsible for the integration and for ensuring each provider is appropriately licensed/compliant.

Across all layers, the operator retains overall accountability for the operation as the licence holder, including for components operated by third parties on its behalf.

Types of emergency situations

Any emergency or disruptive incident that impacts the continuity of the gaming operation, including but not limited to:

- Infrastructure & Technical Failures:
 - Server and database failures or corruption.
 - Platform and network outages.
 - Significant Service Level Agreement (SLA) infringements by cloud providers (e.g., AWS).
- Cyber & Data Security:
 - Significant cyberattacks resulting in data loss, codebase loss, or backup loss.
- Third-Party Disruptions:
 - Outages affecting critical third-party dependencies (game providers, payment service providers, celesta or other integrations).
- Facilities & Physical Emergencies:
 - Total loss of communications or power.
 - Physical threats to the premises, including flooding or the total loss of the building.
- Operational Incidents:
 - Critical failures in application services or deployment processes that impede normal business operations.

Emergency Category	Details	Restoration possibilities
Infrastructure & Technical Failures	Server and database failures or corruption; platform and network outages; significant SLA infringements by cloud providers (e.g., AWS).	Re-provisioning of resources via IaC; traffic rerouting to secondary availability zone; Daily/weekly backups with automated monitoring and alerts ensure data is protected and verifiable. Service Availability: Multi-vendor CDN strategies (e.g., AWS/Cloudflare) allow for seamless traffic redirection in the event of a provider outage.
Cyber & Data Security	Significant cyberattacks resulting in data loss, codebase loss, or backup loss.	Data Integrity (Backups), Infrastructure, Version-controlled codebase (GitHub), and verified Docker images (ECR) for rapid deployment.
Third-Party Disruptions	Outages affecting critical third-party dependencies (game providers, payment service providers, Celesta or other integrations).	For third parties we're relying on their systems and teams to restore activity in case of downtime.
Facilities & Physical Emergencies	Total loss of communications or power; physical threats to the premises, including flooding or the total loss of the building.	Infrastructure (multi-availability zone deployment) has no dependency on local suppliers or equipment
Operational Incidents	Critical failures in application services or deployment processes that impede normal business operations.	Monitoring and applications' health checks; Applications: microservices auto-healing, rollbacks to previous stable versions; Green-blue deployments and rollouts

Disaster recovery scenarios

The recovery strategies cover these scenarios through:

- **Infrastructure:** Usage of Infrastructure as Code (IaC) via Terraform allows for rapid environment replication and deployment across multiple regions, data centers, availability zones, and cloud providers to mitigate vendor lock-in and single-region outages.
- **Applications (Orchestration & Self-Healing):** Microservices provide automated orchestration and continuous reconciliation of the desired system state. It ensures high availability through automated self-healing, resource scaling, and real-time pod health monitoring.
- **Deployments (GitOps & Declarative Deployments):** ArgoCD facilitates GitOps-driven deployment management. By maintaining a single source of truth in Git, it enables automated, reproducible rollouts, instantaneous version rollbacks, and mandatory configuration drift detection.
- **Data Integrity:** Daily/weekly backups with automated monitoring and alerts ensure data is protected and verifiable.
- **Service Availability:** Multi-vendor CDN strategies (e.g., AWS/Cloudflare) allow for seamless traffic redirection in the event of a provider outage.
- **Monitoring:** Datadog provides vendor-neutral, multi-cloud monitoring to detect failures across the entire stack.

Backup procedures

We perform automated daily backups. Our procedure includes rigorous restoration and verification tests, specifically, daily restoration tests per brand and additional weekly cross-account verification to ensure data integrity. This process is supported by proactive monitoring and multi-channel alerting systems that notify the team immediately if a backup fails or if any verification step fails.

Frequency of backups

Backups are performed on an automated daily schedule.

Storage of backups

Backups are stored in AWS Backup Vaults.

Recovery time objectives and recovery point objectives

- **Recovery Point Objective (RPO):** Defined by the platform provider's (Celesta) data persistence agreements. As the primary player and transaction data are hosted within the

Celesta-managed environment, our RPO is aligned with their certified backup and retention SLAs.

- Recovery Time Objective (RTO): 60 minutes for standard operational service restoration. This includes the recovery of core operator-managed services, such as RDS database restoration and Kubernetes microservice redeployment.
- Note: This RTO pertains to standard service-level incidents within our infrastructure. In the event of catastrophic regional infrastructure failure or total cloud provider outages, restoration timelines are subject to the broader Disaster Recovery Plan and external vendor availability.

Responsibility for activating recovery procedures

The DevOps Engineering team is responsible for monitoring alerts and activating recovery protocols. In the event of a critical outage, the designated incident commander leads the recovery effort.

Communications to players during service interruptions

Communication during service interruptions is handled based on the nature of the event:

- Planned Activities: A maintenance page is displayed to inform players of currently running updates.
- Unexpected Failures: An error page is displayed to provide feedback and maintain user experience in the event of unforeseen outages. Contact support feedback is available on this page.

Handling of unfinished games, pending bets, deposits, withdrawals, and balances handled after restoration

Regarding deposits and withdrawals - reconciliation is run by a dedicated team and potentially missing / stuck funds are credited & statuses synced.

Depending on the situation we may cancel the unfinished round or pending bet and return the funds to the user. Alternatively, it expires and money is returned.

8. The implementation of responsible gaming in the operation

Wainsworth Ludomatics N.V. undertakes to uphold the high standards of player protection and social responsibility with regulatory commitments to ensure that players play in a safe and secure environment. The Company implements responsible gaming obligations operationally through a documented Responsible Gaming Policy, player-facing Responsible Gaming Section, responsible gaming tools, internal monitoring procedures, escalation protocols, and staff training. Wainsworth Ludomatics N.V. integrates responsible gaming principles into its business model and takes proactive steps to protect vulnerable persons, promote responsible gambling, and prevent or mitigate problem gambling behaviour.

All of the Games of Chance offered on the casino website(s) are fair and clear to players.

Wainsworth Ludomatics N.V. informs players about responsible gaming risks through a clearly identifiable and easily accessible Responsible Gaming Section on the website. The Responsible Gaming Section provides clear and understandable information enabling players to make informed decisions about their gambling behaviour. It includes information on gambling-related risks, signs of problematic gambling, the prohibition of underage gambling, available responsible gaming tools, and how players may contact the Operator regarding responsible gaming concerns by email or chat. A clear and visible link to the Responsible Gaming Section is displayed on the homepage and in the footer of the website or application. The Responsible Gaming Section is also referenced in the Terms and Conditions, which are accessible no more than one click away from the homepage. The information is made available in English and in the language of the Operator's target market, with the English version prevailing in case of discrepancy. The footer of the website or application includes a clear visual indication that gambling by minors is prohibited, the Operator's license details, the CGA digital seal, a link to the Responsible Gaming Section, and links to gambling addiction support resources, including international and, where available, local support services.

Whilst a majority of players are able to enjoy gambling within the limits of their control, there are groups of individuals that can be considered vulnerable, and it is the responsibility and the Company to protect the vulnerable and reduce the risks connected to gambling. Precisely, vulnerable players are considered (but not only limited to):

- Individuals under eighteen years of age;
- Individuals who have no, or insufficient, control over their gambling behaviour, or which they threaten to become addicted to one or more Games of Chance and as a result may cause harm to themselves or other people;
- Individuals who have been banned from playing any Game of Chance either by force or at their own request;
- Any individual that has been declared bankrupt.

Wainsworth Ludomatics N.V. prohibits any person under the age of 18 from registering, depositing, wagering, or otherwise participating in games of chance. During registration, the player must enter their date of birth and confirm that they are over 18 by selecting a designated checkbox. Additional checks are performed to obtain sufficient certainty that the player is not a minor. At a minimum, government-issued valid identification, such as a passport, national ID card, or driver's license, is verified upon reaching specified thresholds and in all cases before the first withdrawal.

We may also use secondary verification measures such as electronic verification systems, payment validation, government or third-party database checks, selfie and OSINT verification. If we become aware that a player is a minor, the account is closed immediately, the reason for closure is communicated, and the civil law implications are considered, including potential refund of deposits and forfeiture of winnings.

Records of age verification checks and outcomes are retained and made available for regulatory review.

8.1 Mandatory Responsible Gambling Limits

The Company, following the guidelines as these are clearly set within the Responsible Gaming Policy for Licensed Operators, Version 1.0, 17th of April 2025 issued by the Curaçao Gaming Authority, provides the below mechanisms to the players directly available through their websites in assisting them to monitor and control their gambling behavior:

Deposit Limits:

- Allows the players to limit the amount of money they can deposit on a daily, weekly or monthly basis.
- Once a deposit limit is reached, players will not be able to deposit additional funds until the specified period resets.
- If the option to change limits exists while a limit is already in place, any request to increase the severity of a deposit limit takes effect immediately, while requests to decrease the severity of a limit are subject to a 24-hour waiting period before implementation.
- Any resolved or unresolved wagers made prior to the deposit limit being set in place remains unaffected regardless of the limits set.

Self-exclusion:

- Players can request to self-exclude from participating in gambling on our site for a definite or indefinite period. A self-exclusion is a long-term, irrevocable exclusion from all gambling activities.
- Players can request a self-exclusion for a period of minimum of 1 year, to 3 years, 5 years, 10 years or indefinite.
- Deposits are not allowed.

- Players will no longer be able to log in to their accounts.
- Players will not be receiving any marketing messages during the self - exclusion period.

Upon receiving a self exclusion request from a player, the Company will exclude the individual from all brands and domains operating under its license.

After the self-exclusion period ends, players must request in writing (by email or chat) the unblocking of their account.

Cool-off:

- Players can request a short - term temporary restriction from all gambling activities, which the players can customize. A cool-off is a short term, temporary restriction from gambling activities.
- Cool-off restriction can be set for a period of minimum of 24 hours, to 7 days, to 1 month or to 3 months maximum.
- Deposits are not allowed.
- Players can log in to their account.
- Player funds remain available for withdrawal.
- Players have the choice to opt out from receiving marketing materials. Any restrictions imposed by the players, either in regards to cooling off or self exclusion, shall take effect immediately and be enforced according to the player's selections.
- Players' accounts will be automatically reactivated after the selected Cooling - off period expires.
- When the player requests a cool-off, the player has the option to be excluded either from the current brand or from and/or all selected brands.

Players' requests for self-exclusion and/or cool-off periods will be actioned as promptly as possible, and no later than 24 hours from the time the request was received.

Other Limits:

Further, the Company has the discretionary power to evaluate on a case by case basis the player and its behavior and accordingly offer additional options in the limits offered, in order to better facilitate and protect their game play and/or gambling activity.

➤ Bet/Wager Limits: allows the players to limit the amount of money they can bet on a daily, weekly or monthly basis.

➤ Reality Check: During a game session, the player will receive a notification reminding the time logged into their account, a summary of the bets, wins, and losses.

➤ Time session limit: During a game session, the player will be automatically logged out and will receive a notification reminding the time logged into their account, a summary of the bets, wins and losses.

8.2 Vulnerable Persons

The company displays links and contact details to help organizations on our website(s), as well as on the responsible gambling page on each site. During communication with players, we aim to promote responsible gambling and will provide contact details to help organizations for individuals who may need to seek help or advice.

Vulnerable persons are identified via communications and by business information reports.

Signs of risk and vulnerability

- Displays of agitation/ distress.
- Intimidation/ aggression.
- Mentioning negative effects of gambling, regrets over gambling, and upset over losses.
- Blaming the casino for losses.
- Frequent complaints, for example, complaints about not winning or games being rigged.
- Pushing to have a withdrawal paid immediately.
- Multiple bonus requests, especially following losses.
- Several contacts at night for complaints or bonuses.
- Gameplay during odd hours, for example, at night or during working hours. ● A significant change in gameplay pattern, especially an increase in deposit/betting pattern. ● Previous self-exclusions or cool-offs.
- Frequently cancelled withdrawals.
- Poor health condition, or behavior-altering medication, such as Parkinson's medication. ● Disclosure of financial difficulties or loss of income.
- Life-changing experiences such as loss, death in the family, a breakup, illness, loss of job, or bereavement.
- High-pressure/stressful situations, such as a high-pressure type of job.
- High appetite for risk-taking.
- Difficulty in accessing/interpreting information, for example, due to poor literacy.
- Bank statement in overdraft or showing debts / quick loans.
- Denied deposits due to not having enough funds.
- Mentions of other addictions / co-dependencies.
- Mentions of previous self-exclusions on other sites.
- Mental health struggles.

Apart from the signs of vulnerability, the responsible team, when reviewing an account, will take into consideration the following:

- Rejected Deposits
- Historical Rejected Deposits
- Self-exclusions (if previously applied)
- Cool-Offs (if previously applied)

- Applicable Limits
- Historical Limit Changes (if previously applied)
- Cancelled Withdrawals
- Historical Cancelled Withdrawals
- Last High Losses
- Late-night betting

With these facts, the team will be able to take a complete overview of the player and will take action accordingly to ensure a high level of player protection.

For players with a higher risk level, or where the information in the account is not enough to make a decision, we will seek to obtain additional information directly from the player, via third-party tools, or from other available sources.

Additionally, we have in place credit health risk score-based limitations. Open sources may be consulted to better build a profile of the customer, and under certain circumstances, documentation will be requested from the player to establish the financial situation of the player.

8.3 Interaction and intervention

The goal of the responsible team is to interact with those players at risk of suffering gambling problems in order to prevent and protect them from further negative consequences.

Based on the review carried out by the responsible team, the player interaction includes:

- **Contacting the player:** When a player displays at-risk behavior, the responsible team will reach out to the player in order to secure an interaction.
- **Restrictions:** In some cases, implementing restrictions may be warranted by arising triggers or red flags on the player's behavior.
- **Proactive Closures:** for players with a particularly high-risk level, we may need to prevent access to gambling on the site completely, for a shorter break, or in some cases permanently.
- **Continued Monitoring:** players with a higher risk level will be put under continuous monitoring, in order to review changes in behavior and also to evaluate changes following interactions carried out by dedicated staff.

All responsible gaming interactions are documented in the Zendesk system and/or summarised on the Celesta back office system. This includes interactions initiated by the player and by the Operator.

Records include the date and time of the interaction, the staff member or system involved, the indicator or concern identified, the information provided to the player, tools discussed or applied, any player response, escalation steps, account restrictions, temporary suspensions, exclusions, and follow-up actions.

Operator-initiated exclusions are formally documented and retained for at least five years. Records are maintained so that they can be reviewed internally and made available to the CGA upon request where required.

8.4 Self Assessment & Help resources

The Company provides the players the option to access a detailed record of their account history of at least 6 months.

Players are encouraged to assess their gaming habits to determine whether their gambling remains within healthy limits. A series of questions designed to identify signs of potential problematic behavior are available in the Company's websites. They are also being advised to seek for additional assistance through redirecting them to a 20-question quiz published by Gamblers Anonymous, which is available on their official website.

A player who has admitted to problematic gambling behavior , or has been deemed to be a high risk by the Responsible Gambling team, will also be referred to appropriate independent help organizations that specialize in gambling problems. Wherever possible, we will direct players to localized help assistance.

8.5 Marketing and Advertising

We aim for a high standard in our marketing initiatives and comply with current legislation on marketing and further requirements set out in the jurisdictions we operate in. Advertising does not portray gambling as an investment, a route to financial success, a solution to financial or emotional difficulties, or a substitute for well-being. Marketing does not misrepresent the role of chance, does not suggest that skill can influence purely chance-based games, and does not include minors, explicit content, or links between gambling and harmful behaviours.

Bonuses and promotions are communicated transparently with clear terms and conditions and are not used to encourage excessive gambling. All advertising includes a clearly visible responsible gaming message or slogan. Affiliates, influencers, ambassadors, representatives, and other third parties involved in marketing are informed of the Company's Responsible Gambling Policy and are required to comply with it.

We always formulate our marketing with fairness and transparency in mind and make sure to avoid any misleading or aggressive marketing that may encourage excessive gaming.

Wherever possible, we make sure to utilize available means to "age-gate"; to limit the audience and avoid marketing material being seen by minors, younger individuals or any other vulnerable persons.

A filter is applied to ensure that self-excluded individuals, individuals identified as high-risk within the system, and players who have unsubscribed from marketing communications do not receive any news.

9. General terms and conditions used by the operation

Terms and Conditions

Please read these Terms and Conditions before you start playing at Ibiza Palace Casino as they contain an explanation of your rights and obligations as an Ibiza Palace player. In addition to our Terms and Conditions, you must also read our Privacy Policy with caution.. These Terms and Conditions together with additional obligations, including but not limited to our Privacy Policy that is placed on the Ibiza Palace Casino website constitute a legally binding agreement between Ibiza Palace Casino and you as the user.

Last updated: 4.10.24

1. Introduction

1.1 By using the site and/or any services provided by www.ibizapalace.com ("Wainsworth Ludomatics N.V ", "Ibiza Palace", 'We', "Our", "Us"), you ("You,' User', "Account holder") agree to be bound by the following terms and conditions and privacy policy laid out on this website.

1.2 If at any point You disagree with these terms, we ask You not to use this website.

1.3 Ibiza Palace is operated by Wainsworth Ludomatics N.V registered under No. 146549 at Kaya Richard J Beaujon Z/N Landhuis Joochi II. Wainsworth Ludomatics N.V. has an application, OGL/2024/1216/0465, for a gaming license in progress with the Curaçao Gaming Control Board. Until that process is concluded, based on a transitional arrangement, the company is permitted to continue its operations under this Certificate of Operation.

1.4 The payments services to cardholders are provided by Wainsworth Netvisionprocessing Limited, Cyprus company with registered address at: Agathonos 11, Kapsalos, 3087, Limassol, Cyprus. All legal disputes related to card processing are handled under the laws of the Republic of Cyprus.

1.5 Wainwright Ludomatics N.V, a company regulated by the laws of ., processes payments exclusively for Paysafecard, Skrill, Neteller, Interac and eZeeWallet.

1.6 We reserve the right to amend, modify, update and change the Terms and Conditions from time to time. We will notify You of any such amendment, update, modification or changes by posting a new version of the Terms and Conditions Agreement on a page of Our website, or by notifying you by email. Any new version of the Terms and Conditions agreement comes into force 14 days after its updating and publication (or earlier if required by any law, regulation or directive) on the site. Your continued use of Our services after the above period constitutes acceptance of a new version of these Terms and Conditions. For this reason, we strongly recommend that You constantly check for updates to Our Terms and Conditions.

In case you disagree with a newly updated version of the Terms and Conditions agreement you may discontinue using our services by contacting customer support by email at support@ibizapalace.com for account closure.

1.7 The games supplied, leased, developed, and transferred for management and operations to Ibiza Palace casino by third-party providers may come with terms and conditions of their own. If there is a conflict between their terms and conditions and these terms and conditions, such terms and conditions shall prevail.

1.8 Ibiza Palace provides support from 10 a.m. to 10 p.m. CET 7 days a week.

1.9 You can send an email to support@ibizapalace.com, or chat.

1.10 Ibiza Palace takes full responsibility for its employees, agents, branch or entity to which it may outsource business activities.

1.11 It is prohibited to assign, pledge or transfer any ownership under any title whatsoever to claims or right of action arising from these Terms and Conditions, the use of the Website or participation in the games without consent of Ibiza Palace. This prohibition includes the transfers of assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial, or otherwise, on the penalty, that these potential claims shall lapse.

2. Registration.

2.1 To register on Ibiza Palace, You are required to complete a form with the following information: first name, last name, date of birth, address, email, telephone number, gender, password.

2.2 By registering on Ibiza Palace, You hereby declare and warrant that You:

2.2.1 are 18 years old or more and You do not have an account.

2.2.2 are not permanent resident or citizen of Curaçao.

2.2.3 are solely and entirely responsible for compliance with laws governing the jurisdiction where you live. Internet Gambling may be illegal in the jurisdiction in which you are located; if so, You are not authorized to deposit on Ibiza Palace.

2.2.4 have submitted all personal information on your account accurately and truthfully.

2.2.5 take part in bets in your own name and not for commercial use or on behalf of third parties.

2.2.6 understand in full the methods, rules, and procedures for taking part in bets.

2.2.7 are aware that you can lose money by making a bet.

2.2.8 have not deposited money that is derived from any activity which is illegal.

2.2.9 agree to indemnify and hold harmless Ibiza Palace, Wainsworth Ludomatics N.V and its officers, directors, employees, agents, licensors, suppliers and any third-party content and service providers to the site from and against all losses, expenses, damages and costs resulting from his violation of the Terms & Conditions.

2.2.10 are prohibited to collude, by acting either as a team or group, with or without prior agreement by Ibiza Palace. In addition, you are prohibited to work with other End Users in order to gain any advantage (including the chance to win a jackpot or increase gains with a bonus).

2.2.11 are strongly prohibited from using bot software, artificial intelligence, and any other type of software which gives you any sort of unfair advantage (including but not limited to software-assisted registration, logins and gameplay, creation of multiple accounts and attempts to bypass any fraud-detection tools).

2.2.12 are expressly prohibited from using a VPN, proxies or devices such as robots, any other external player assistance (EPAs) program, or techniques that distort normal gameplay and give the player an unfair advantage. The use of a Martingale system is prohibited.

2.3 You should not communicate or give access to your password to anyone. It is your sole and exclusive responsibility to ensure that the login details are protected and kept securely.

2.4 Where Internet Gambling is illegal in the jurisdiction in which you are located, you are prohibited from using Ibiza Palace Casino services.

2.5 By accepting these Terms and Conditions, You confirm that You know and fully understand the Laws concerning online gambling in your country of residence.

2.6 You are strictly prohibited from joining Our casino or playing the games if You are located or residing in the following countries: United States, Curaçao, Democratic People's Republic of Korea (DPRK), Great Britain, Italy, Israel, Myanmar, Turkey, Iraq, Iran. Some jurisdictions have their own regulations for instance (France, Spain, etc.). It is the User's sole responsibility to check if their country of residence allows gambling.

2.7 You are permitted to open one account only.

2.8 If You have opened multiple accounts Ibiza Palace reserves the right to close those accounts, confiscate winnings derived from multiple accounts and ban You from Ibiza Palace.

2.9 Accounts are not transferable. You shall not grant access to your account to any third party.

2.10 When making changes to your account, You may be required to submit updated information as may be requested to verify your account.

2.11 If You disagree with the outcome of any particular gambling offered by Our Casino, you must notify us as a complaint, not later than seven calendar days after the date of your session.

2.12 If You don't agree with any other matters, not directly related to the outcome of a particular game of chance offered by Our casino You must submit your complaint not later than one calendar month after the session date.

2.13 We recommend that You print (or save) rules, policies and transaction records.

2.14 User confirms not to be an employee or a relative of an employee and not be an ex-employee or a relative of an ex-employee of Wainsworth Ludomatics N.V or any group company of Wainsworth Ludomatics N.V and their associate entities. This breach may result in the permanent closure of your account and confiscation of any winnings.

3. Account Verification and Anti-Money Laundering Policy

3.1 By agreeing to the Terms and Conditions, You authorise Ibiza Palace to undertake verification checks as we may require or may be required by third parties (such as regulatory bodies) to confirm your age, identity, payment method, contact details for the prevention of Money Laundering and Terrorist Financing.

3.1.1 Identification takes place at registration, when the customer is asked to provide personal details, including:

- first and last name
- date of birth
- email
- home address
- country

3.1.2 Verification takes place at the first request for withdrawal of real money or at intervals defined by the regulatory bodies, this includes:

- Proof of Identity, in the form of a valid identity document;
- Proof of Address, in the form of a credible and up to date document (not older than 6 months) to confirm the residential address of a customer.
- Copies of all credit cards used (photo or scan of the card, both sides (front and back) and the 4 corners of the card need to be visible -entire image of the card). Due to PCI DSS Compliance, it is mandatory that the copy of the card that we have stored in our Back Office is hiding 6 middle digits.

3.2 Please note that other documents could be requested; as this list is not exhaustive.

3.3 We reserve the right to request additional documentation and use any tool and/or service to successfully verify Your identity, source of funds and/or source of wealth when deemed necessary.

3.4 We reserve the right to withhold any payment to/from a player's account until the verification checks are deemed satisfactory.

3.5 Any attempt to circumvent or elude any security checks will result in the closure of the account and the confiscation of any winnings.

4. Privacy & Management of Personal Data

4.1 Ibiza Palace collects, processes and uses your Personal Data in accordance with all the applicable laws. For further information please read our [Privacy Policy](#).

5. Deposits

5.1 No cash payments are accepted. Only the encrypted methods mentioned on the payment page are accepted on Ibiza Palace.

5.2 The minimum deposit amount is 20 EUR/CAD. The maximum standard deposit is 1,000 EUR/CAD. For other currencies, the information is mentioned on the deposit page.

5.3 Ibiza Palace reserves the right to subcontract third-party payment processors and/or financial institutions referred to as 'Electronic Service Providers' (ESPs), in order to process such financial transactions.

5.3.1 Thus for the furtherance of such processing, You irrevocably authorize Us, as necessary, to instruct such ESPs to handle account deposits and withdrawals from your account, and irrevocably agree that Ibiza Palace may give such instructions on your behalf.

5.3.2 Furthermore You agree to be bound by the Terms and Conditions of each applicable ESP and in the event of a dispute between this Agreement and the ESP's terms and conditions, this Agreement shall prevail.

5.4 You may set daily, weekly or monthly limits on deposits.

5.5 As part of our fight against fraud, terrorist financing and money laundering, all deposits must be wagered at least once before they can be withdrawn.

5.6 Ibiza Palace does not accept cancellations of bets or stakes on any games except for in exceptional circumstances. Such cancellation is solely at Ibiza Palace's discretion.

5.7 Ibiza Palace does not issue refunds except for in exceptional circumstances. Such a decision is solely at Ibiza Palace's discretion.

5.8 You are prohibited from using deposit methods if Internet gaming is illegal in the jurisdiction you are located.

5.9 Ibiza Palace recommends You retain a copy of transaction details, together with policies and rules.

5.10 You confirm that deposits made are legitimate and will not be used as fraudulent transactions/chargebacks.

5.10.1 You are only allowed to deposit and withdraw with payment methods that are valid and lawfully belong to You.

5.10.2 Funding from a business account, even if it belongs to You, or with a payment method that belongs to a 3rd party is prohibited and breaches Our Terms and Conditions. This breach may result in the permanent closure of your account and confiscation of any winnings.

6. Withdrawals

6.1 You may request a withdrawal at any time from your real money balance (excluding the bonus wallet).

6.1.1 The minimum withdrawal amount is 50 EUR/CAD. For other currencies, the information is mentioned on the withdrawal page.

6.2 Your account must be verified, i.e. all verification documents must have been sent and further approved in order to process your withdrawal.

6.3 The maximum amount of withdrawal is 5,000 EUR/CAD per 7 rolling days.

6.3.1 Different conditions may apply depending on the different status of the player.

6.3.2 For other currencies information can be found on the withdrawal page.

6.4 Withdrawals will be processed within 2 business days (different conditions may apply pending on the different status of the player) if all the documentation requested has been accepted and verified by Us. It can take between 1 and 5 days to receive the funds depending on the method.

6.4.1 For unusual/large winnings, an additional delay may take place in order to verify the conformity of the winnings.

6.5 To withdraw funds, You are instructed to use the same method that was used to deposit if it is available. Otherwise, You may select the bank transfer option.

6.5.1 Occasionally, and as an exception due to the technical restrictions and at our sole discretion, the payment method used for a withdrawal may be different from the one used to deposit.

7. Bonus

7.1 Ibiza Palace offers a 'Real Money Wallet' made of all funds available to withdraw and 'Bonus Wallets' made of bonus money. You can check the wagering requirements for each bonus in your account.

7.2 The bonus wagering may vary according to the country You are located in.

7.3 Not all games contribute the same percentage to the bonus wagering requirements unless otherwise stated. Slot Machine games contribute 100%. All other games contribute 5%.

7.4 The bets from the Real Money Wallet will not count in the wagering requirements of any given bonus.

7.5 If you did not make a deposit prior to receiving a bonus, you would not be able to withdraw more than 50 EUR/CAD.

7.6 If You request a withdrawal, all pending bonuses will be voided.

7.7 Free rounds or free spins bonuses are exempt from wagering requirements unless stated otherwise in the terms and conditions of the given promotion.

7.8 Any User seeking and using tactics to take advantage of the bonus system by using an unusual pattern will be highly monitored. Ibiza Palace reserves the right to void any winnings derived from abusive behaviour. Users that abuse the bonus system are negatively affecting the potential winnings of Our users that play fairly.

7.9 For the full terms and conditions per bonus or promotion, please visit the Terms and Conditions under the promotion section.

7.10 All of our deposit offers are valid for between 1 and 7 days and can only be used once unless stated otherwise.

7.11 The maximum bet, when playing with bonus funds is 5 EUR/CAD on slot machines and 50 EUR/CAD on table games or live casino. Placing bets above that limit may result in the confiscation of any winnings and the closure of the account.

7.12 The maximum wagering bonus that can be converted into real money is 1,000x the original bonus amount.

7.13 All our bonus funds expire after 30 days.

7.14 Bonus offers are limited to one user per: household, postal address, IP address or phone number.

8. Inactive accounts

8.1. An account that is inactive greater than 6 months after the latest active session will be considered inactive.

8.2. We may apply a monthly administration fee of 5.00 Euros or equivalent in other currency for inactive accounts until such accounts are once again active or are no longer in credit.

9. Responsible Gaming

9.1 Gamble responsibly and in moderation. Do not consider gambling as a way of earning money, and only play with money that you can afford to lose. Gambling is and should remain entertainment.

9.2. Age allowed: 18+ only

9.2.1 You shall not play on Ibiza Palace if your age is under 18.

9.2.2 You shall not communicate your password or let somebody play on your account. You shall log yourself out of the casino once you finish playing. You may also wish to use parental tools like CyberPatrol.com.

9.2.3 As part of our account verification process, we use different types of checks to make sure that no underage person has access to the casino.

9.3 Play under good conditions

9.3.1 We recommend you avoid playing if:

- a) You are under the influence of alcohol or drugs;
- b) You are feeling depressed;
- c) You are taking any medication that can affect your ability to think and/or act rationally.

9.4 Set Limits

9.4.1 We recommend that You set limits on your account.

- Self - Exclusion

If you believe that your gaming habits are becoming problematic, we recommend that you proceed with a request for self-exclusion.

Self-exclusion can be set for a period from minimum 6 months. Once your account has been self-excluded, it will be closed until the selected time period has elapsed. This request cannot be undone or shortened and the restriction will last for the entire period you have chosen.

During the exclusion period:

- You will not be able to log in to your account
- You will not be able to deposit funds
- You will not be able to place bets
- You will not be able to participate in any gaming activities
- You cannot create a new account during this period. Any such attempt may have as a consequence your permanent ban from the Casino
- You will not receive any marketing or promotional communication from us during this period
- Deposit Limit: Limit the amount of money you can deposit on a daily, weekly, or monthly basis.
- Bet Limits: Limit the amount of money you can bet on a daily, weekly, or monthly basis.
- Loss limit: Limit the amount of money you can lose per day, week, or month.
- Reality Check: After a set amount of time during your gaming session, the system will send you a notification to remind you how long you have been playing along with the summary of the bets, wins, and losses.
- Time session limit: After a set amount of time during your gaming session, the system will automatically log you out. You'll receive a notification detailing your playtime, along with a summary of your bets, wins, and losses.

Shall you wish to take a break from gambling, following any of the above, you can contact our customer service by email via [to enter support email] and we ensure that you will be further informed in detail for your options and that the appropriate steps will be promptly taken.

For further information please read our Responsible Gaming page.

10. Fairness & RNG Testing Methods

10.1 It's important for us that every user that plays at Ibiza Palace has an equal chance of winning. That's why Ibiza Palace does not control the results of games, as each of them uses a Random Number Generator (RNG), a computer algorithm that generates a random number, to randomise the result of each game. Thanks to RNG all spins or any other activities are truly random and unable to be predicted or manipulated.

10.2 As the games on our website are provided by our duly licensed partners, we verify that all the games provided apply RNG to their product in order to secure the fairness of your game experience on our website.

10.3 In the event you have any suspicions about the unfair play of any game, please, send us an email to support@ibizapalace.com, use the contact form available at Ibiza Palace website or chat.

11. Interpretation

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

12. Dispute Resolution

12.1 Ibiza Palace aims to provide an unparalleled customer experience. We hope that the players have no complaints. In the event of a complaint, we kindly ask You to follow the steps below:

a) E-mail Ibiza Palace at: complaints@ibizapalace.com

12.2 In order to proceed with the complaint and resolve it in a timely manner, You must be able to provide the following:

- Your identity
- Clear and concise details of the complaint
- Screenshots
- If you require further information on what information to provide, please ask the support team to send an email with all information required.

12.3 If you disagree with the outcome of a specific Game of Chance, the complaint must be filed within seven (7) calendar days after the session date.

12.4 If you disagree with any other matters not directly related to the outcome of a particular Gambling Game, but related to your Account, such as but not limited to, Payouts, Suspensions and Calculations of Bonuses, you must notify us of a Complaint within one (1) calendar month after the session date.

12.5 We shall use our reasonable endeavors to review and respond to your complaint (via e-mail) as soon as practicable and in no event no later than within eight weeks.

13. Copyright/Trademark

13.1 Ibiza Palace holds directly or under licence from third-party rights owners the copyright of all the text, images, and videos provided on this website. You must respect these copyright and/or trademarks.

14. Limitation of liability

14.1. The website and the games are provided with no implied or express warranty. Players enter the website and participate in the games at their own risk.

14.2. Without prejudice to the generality of the preceding provision, the online casino, our partners, employees, directors and service providers do not warrant that the games, software and websites are: a) accessible without interruptions; b) free from errors; c) fit their purpose.

14.3 In the event of a game error, bets may be voided, rounds reset, and winnings may be cancelled.

14.4 In the event of a payment error, you agree to reimburse the difference in the case of:

1. Deposits are not debited but the player account is credited
2. Winnings paid in error

14.5. The online casino, our partners, employees, directors and service providers shall have no liability for any possible direct or indirect, incidental, special, consequential or otherwise costs, loss, damages or expenses arising in relation to your participation in the games or using the website.

14.6. Hereby You agree to hold Us, our partners, employees, directors and service providers harmless and to fully indemnify Us for any loss, costs, damages, expenses, claims and liabilities that may arise in relation to your participating in the games or using the website.

14.7. Regardless of the cause of action, Our liability arising in connection with You using the website shall not exceed one hundred euro.

14.8. You take full responsibility for using the website or participating in the games, in case such activity is lawfully prohibited in your country of residence.

14.9. We shall not be responsible for possible omissions or actions made by your ISPs (Internet Service Providers). The possible disputes between the ISPs and you will not involve Us.

15. Termination

15.1 You may close your account at any time by contacting customer support. The closure of an account may take up to one business day.

15.2 If Ibiza Palace becomes aware of suspicious activity that might indicate fraud, money laundering, collusion or cheating, Ibiza Palace reserves the right to freeze your account until investigations have concluded. This may result in the permanent closure of your account and the confiscation of any winnings.

15.3 Ibiza Palace reserves the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity, and You agree to cooperate fully with Us to investigate any such activity.

15.4 Ibiza Palace reserves the right to decline the opening of an account or close an existing account without explanation.

15.4.1 All contractual obligations previously made to the account holder will be honoured on the closure of such an account.

15.5 In the event of a breach of Our Terms of Conditions, we reserve the right not to refund your deposit. Refunds of the deposit upon your request will be solely at the discretion of management. If the requested refund has been approved by Ibiza Palace, it will only be processed using the same deposit method and only after confirmation of the origin of funds and account. Refunds can be made no earlier than seven days after making a deposit.

15.6 If You close Your account, Your participation in any current or future marketing offer, as well as any pending or granted bonus, will be cancelled.

16. Customer Support

16.1 Customer support is available every day from 10 a.m. to 10 p.m. CET on live chat, or by email.

16.2 Spamming, insulting or harassing the customer support agents is prohibited. This may result in the closure of Your account.

16.3 If You want to submit a complaint about any issues related to Ibiza Palace Casino, please contact support@ibizapalace.com. We will make all efforts to resolve your issue in the shortest possible time where possible.

17. Applicable Law

17.1 This Agreement, its interpretation, implementation, and the relations that bind the parties are governed by the laws of Curaçao. The courts of Curacao have exclusive jurisdiction to settle any disputes between the parties.

10. Settlement of disputes with players

At Wainsworth Ludomatics N.V., we are committed to providing a fair and secure gaming experience. However, if a customer at any point feels dissatisfied with any aspect of our service, we ensure that they have a clear, transparent and fair way to raise their concerns.

A complaint is any written expression of dissatisfaction submitted by a registered player regarding the Operator's services, decisions, terms, conduct, or any incident connected to the player's participation in games of chance, where the player expects a response or resolution. This includes, but is not limited to, complaints relating to deposits, withdrawals, bonus terms, account closures or restrictions, alleged game errors or unfair game outcomes, responsible gaming matters, treatment of player balances, KYC and verification, data protection, technical or software issues, AML

concerns, minors, fraudulent games or practices, licensing or regulatory issues, and unfair terms and conditions. A dispute is a complaint that has not been resolved to the player's satisfaction through the Operator's internal complaints process and has been escalated internally, to an independent ADR provider, or to a court of law.

All complaints are free of charge and must be submitted within 6 months from the date of settlement of a bet or the date of the incident about which the customer wishes to make a complaint. Complaints may only be submitted by the registered player. If the complaint is not submitted within the stipulated timeframe of 6 months, we may not be able to process or investigate the case.

If the Complaint is related to any matter other than responsible gaming, we will use our best endeavors to resolve the complaint within four (4) weeks (this may be extended once, in writing, by four (4) weeks).

Information on how to contact the Operator, how to access the Complaint Submission Form, and how to escalate unresolved complaints is included in the Terms and Conditions and made visible and accessible on the website, either as a standalone complaints link or document.

Upon receipt of such a complaint, we will confirm receipt of the complaint within one (1) week and provide the customer with an explanation of how the complaint will be processed and provide the customer with a notice of the average timeline for resolution of the complaint.

Information in the communication to the customer shall include :

- a. if a decision was made not to process the complaint, of the reason for not processing the complaint;
- b. if a decision was made to process the complaint, of the final ruling on the complaint referred to in the first paragraph, including supporting particulars, recorded in writing by the licensee.

When filing a complaint (whether by email to the customer support team or via the official Complaint Form), the customer should include the following information :

Full name and address.

Date of complaint and date of disputed event.

Description of the complaint.

As per CGA guidelines the complaint should be written in one of the official languages, i.e. English, Dutch, or Papiamentu.

The Operator may request supporting documents or additional information that are reasonably required to investigate and resolve the complaint. Any request for additional information must be proportionate and relevant to the complaint.

Complaints and disputes are investigated according to their subject matter and escalated to the relevant internal department.

Bet and game outcome disputes are reviewed against game logs, transaction records, game rules, provider records, settlement data, and any relevant technical evidence. Winnings and balance disputes are reviewed against the player wallet, game history, payout rules, bonus rules, and payment records. Deposit and withdrawal complaints are reviewed by Payments and Compliance against transaction references, payment provider records, AML/KYC status, withdrawal rules, and any relevant delays or restrictions. Account closure or restriction complaints are reviewed against the Terms and Conditions, account history, security records, responsible gaming records, AML/KYC findings, and compliance grounds for the action taken. Bonus complaints are reviewed against the applicable bonus terms, wagering requirements, eligibility criteria, communications, and player activity. Responsible gaming complaints are prioritized and reviewed by trained staff, particularly where the complaint concerns vulnerable players, self-exclusion, cooling-off, or the timely implementation of responsible gaming measures. KYC and verification complaints are reviewed against the Operator's verification requirements, documents submitted, requests for additional information, and any applicable legal or regulatory obligations.

In all cases, the Operator provides a written, reasoned decision and does not use the complaints process to unfairly delay legitimate withdrawals or avoid valid obligations to the player.

If, at any time, a customer is not satisfied with our response to the complaint, or if we fail to respond within the expected timeframe, the customer has the right to escalate their complaint to an Independent Alternative Dispute Resolution (the "ADR") provider licensed and approved by our regulator.

ADR is free of charge, and once the process is initiated, the decision issued is final, binding, and enforceable on both the customer and Wainwright Ludomatics N.V.; however, customers must act in good faith and provide truthful, complete information throughout the process.

The Company documents all complaints and complaint decisions in a complaint register. Each record includes the player details, account number (where applicable), complaint date, disputed event date, complaint category, summary of the issue, supporting documents requested and received, internal departments involved, investigation steps, decision, outcome, response date, escalation history, and whether the complaint was upheld, rejected, settled, pending, unresolved, referred to ADR, or subject to legal action.

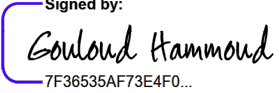
The player always receives a final determination in writing. The written response includes either a reasoned final assessment of the complaint and outcome, with supporting evidence where necessary or applicable, or detailed reasons why the complaint is not being handled.

Records of unresolved complaints and complaints escalated to ADR or legal proceedings are retained for the required period, as the CGA may request access to complaint and dispute records at any time.

Name : Gouloud Hammoud

Date : 6/30/2026

Position : representative corporate director

Signature :  Signed by:
Gouloud Hammoud
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