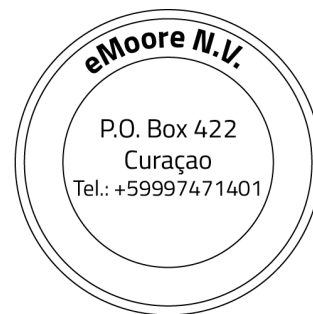


# OPERATIONAL MANUAL

**Osmila N.V.**

Signature: *C. Drommond, proxyholder of eMoore NV*  
Name: C. Drommond, Proxyholder of eMoore N.V.  
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## **1. INTRODUCTION**

This Operational Manual describes the operational, technical, compliance, responsible gaming, and governance procedures implemented by Osmila N.V. (the “License Holder”) in connection with its online Games of Chance operations conducted under the Curaçao Landsverordening op de Kansspelen (“LOK”).

This manual is intended to demonstrate compliance with:

- Curaçao gaming legislation;
- Applicable ministerial regulations;
- Conditions attached to the License Holder’s gaming license;
- AML/CFT legislation;
- Data protection obligations;
- Responsible gaming obligations; and
- Applicable technical and operational standards.

This manual applies to all gaming operations conducted through the License Holder’s approved URLs, domains, software applications, and related operational infrastructure.

## **2. CORPORATE INFORMATION**

### **2.1 Legal Entity Details**

Osmila N.V.

Registration Number Chamber of Commerce: 102267

Address: Groot Kwartierweg 10 Livestrong Building, Curaçao.

Website(s)/URL(s): Dafabet.com, NextBet.com and more

### **2.2 Shareholding structure and infrastructure**

The License Holder maintains an up-to-date register of:

- Shareholders;
- Ultimate Beneficial Owners (UBOs);
- And Directors;

All changes are reported to the Curaçao Gaming Authority in accordance with applicable requirements.

In addition to corporate records, the License Holder shall maintain an up-to-date register of its technical infrastructure, including:

- Core platform architecture and system components;
- Hosting environments, including cloud service providers and data center locations;
- Critical systems such as gaming platforms, wallet systems, and databases;
- Network architecture, including security layers and access controls;
- Third-party service providers involved in infrastructure, hosting, or system operations; and
- Backup, redundancy, and disaster recovery configurations.

Such records shall ensure full visibility of the operational environment and support effective risk management, security oversight, and regulatory compliance. A copy of this infrastructure is

**APPENDIX A.**

### **3. DESCRIPTION OF THE GAMES OF CHANCE**

#### **3.1 Categories of Games Offered**

The License Holder offers the following Games of Chance:

##### **Casino Games**

Slots: Digital reel-based games where players spin to match symbols and win prizes based on predefined paylines or bonus features.

Roulette: A wheel-based game where players wager on where a ball will land, including numbers, colors, or combinations.

Blackjack: A card game where players compete against the dealer to achieve a hand value closest to 21 without exceeding it.

Baccarat: A card game where players bet on the outcome of the Player or Banker hand, or a tie.

Live Casino Games: Real-time casino games streamed from studios or gaming facilities, featuring live dealers and interactive gameplay.

##### **Betting Products**

Sports Betting: Wagering on the outcome of sporting events across various markets, including match results, scores, and player performance.

In-Play Betting: Real-time betting during live sporting events with dynamically updated odds.

Virtual Sports: Computer-generated sporting events with randomized outcomes available for continuous betting.

Esports Betting: Betting on competitive video gaming events, including tournaments and matches across various esports titles.

Exchange Betting: A betting platform where players place bets against each other and set their own odds rather than betting against the License Holder.

##### **Additional Gambling Products**

Lottery Games: Games where players purchase entries for a chance to win prizes based on random draws.

Instant Win Games: Fast-play games where results are determined immediately, including scratch cards or digital equivalents.

Bingo Games: Number-based games where players match drawn numbers on cards to achieve predetermined winning patterns.

Keno: A lottery-style game where players select numbers and win based on matches with randomly drawn numbers.

Crash Games: Multiplayer games where players attempt to cash out before a rising multiplier crashes, combining chance and timing decisions.

Jackpot Games: Games featuring progressive or fixed jackpots that accumulate until won.

Other Approved Gaming Products: Any additional gaming products approved by the relevant regulatory authority under applicable legislation.

Skill-Influenced Games (where legally permissible): Games where player skill has a measurable impact on outcomes, alongside elements of chance, subject to regulatory approval.

### **3.2 Game Rules and Participation Conditions**

The rules applicable to each game shall:

- Be published on the License Holder's gaming website(s);
- Be made available to players prior to their participation in any game; and
- Be accessible in the English language and, where applicable, in any additional languages supported by the License Holder.

Such rules shall, at a minimum, include clear and comprehensive provisions specifying:

- The applicable minimum and maximum stake limits;
- The conditions governing the determination of winning outcomes;
- Any terms, limitations, or restrictions applicable to bonuses or promotional offers;
- The procedures governing the validation and settlement of bets; and
- The circumstances under which wagers may be deemed void, cancelled, or otherwise invalid.

The License Holder shall ensure that all game rules are transparent, accurate, and readily accessible at all times to ensure fair play and informed participation.

### **3.3 Bet Amounts**

The License Holder shall implement and maintain appropriate controls to ensure that all betting limits are defined, enforced, and monitored in accordance with regulatory requirements, risk management principles, and player protection objectives.

Betting limits shall be configured on a per-game and per-product basis and may vary depending on a range of factors, including:

- Risk management settings, reflecting the License Holder's internal risk tolerance, exposure limits, and trading strategies;
- Jurisdictional restrictions, ensuring compliance with applicable legal and regulatory requirements in the jurisdictions where services are offered;
- Player account status, including verification level, risk profile, and any applicable account restrictions or enhancements; and
- Currency denomination, taking into account differences in value and conversion rates across supported currencies.

The License Holder shall ensure that all betting limits are clearly defined within the relevant game configurations and are consistently applied across all channels and platforms.

Automated controls shall be implemented to:

- Prevent players from placing wagers outside the configured minimum and maximum thresholds;
- Enforce all applicable regulatory and operational limits in real time; and

- Detect and block any attempts to circumvent established wagering controls.

Such controls shall form part of the broader system integrity framework and shall be subject to regular testing, monitoring, and review to ensure ongoing effectiveness and compliance.

Any changes to betting limits shall be subject to formal configuration management and approval processes, with appropriate audit trails maintained to ensure transparency and traceability.

### **3.4 Payouts and Return-to-Player (RTP)**

Payouts and game outcomes shall be determined using fair, transparent, and independently verified systems and processes, including certified Random Number Generator (RNG) systems, approved sports odds engines, approved live dealer systems, official data feeds from licensed providers, and certified game logic in accordance with applicable regulatory requirements.

All systems used in determining outcomes and payouts shall be subject to independent testing, certification, and periodic verification by approved testing laboratories or competent regulatory authorities to ensure compliance with recognized standards of fairness, integrity, and reliability.

The applicable Return to Player (RTP) percentages shall be predefined within certified game configurations and shall comply with regulatory thresholds, remain unchanged without proper authorization and re-certification, and be disclosed to players where required.

The License Holder shall maintain effective controls to ensure accurate payout calculations, system integrity, protection against manipulation or unauthorized interference, and timely identification and resolution of any system malfunctions or irregularities. Affected games shall be suspended where necessary to protect players and maintain fairness.

The License Holder shall establish and maintain robust audit and compliance frameworks to ensure adherence to all applicable legal and regulatory obligations.

This shall include maintaining complete, accurate, and tamper-evident records of all transactions, outcomes, and payout calculations, as well as retaining audit logs and system data in accordance with regulatory requirements.

Internal audit procedures shall be implemented to periodically assess the effectiveness of controls governing game integrity, payout accuracy, and system security.

Independent external audits and certifications shall be conducted by accredited testing laboratories or qualified third parties at regular intervals.

The License Holder shall provide regulators with access to relevant records, systems, and documentation upon request to verify compliance.

Any material system failures, integrity breaches, or discrepancies affecting outcomes or payouts shall be promptly reported to the relevant regulatory authority in accordance with applicable reporting timelines.

Corrective and preventive actions shall be implemented to address any deficiencies or non-compliance identified. All systems, controls, and processes shall remain fully compliant with applicable Curaçao gaming legislation (LOK) and any directives or technical standards issued by the competent authority.

### **3.5 Software Providers**

Gaming software deployed by the License Holder shall be sourced from approved and certified software providers. The License Holder shall implement and maintain a robust governance framework to ensure that all third-party software providers are subject to appropriate due diligence, risk assessment, and ongoing oversight. This includes verifying that providers:

- Hold valid licenses or approvals in recognized jurisdictions;
- Maintain relevant certifications issued by accredited independent testing laboratories (e.g., for RNG integrity, game fairness, and system security); and
- Adhere to applicable standards relating to data protection, cybersecurity, and operational resilience.

The License Holder shall maintain comprehensive, accurate, and current records in respect of all software providers and their products, including but not limited to:

- The legal name, registration details, and corporate structure of each provider;
- The jurisdictions in which the provider is licensed, regulated, or otherwise authorized to conduct gaming-related activities;
- Certification reports, test results, and approval documentation relating to each game or software component;
- Version control information, including software release history, updates, patches, and any modifications affecting game logic or functionality;
- Integration and implementation records, including system testing results, acceptance criteria, and deployment approvals; and
- Details of any subcontractors or critical dependencies involved in the delivery of the software services.

All records shall be maintained in a secure, structured, and auditable manner to ensure full traceability of software deployment and changes throughout the system lifecycle. Such records must be readily accessible and available for inspection by the relevant regulatory authority upon request.

The License Holder shall further ensure that:

- Any software updates, patches, or changes are subject to formal change management procedures, including testing, approval, and, where applicable, re-certification prior to deployment;
- Continuous monitoring is performed to detect any anomalies, malfunctions, or integrity issues associated with third-party software;
- Appropriate contractual arrangements are in place with software providers, clearly defining responsibilities, service levels, compliance obligations, and audit rights; and
- Any incidents, defects, or vulnerabilities identified in relation to third-party software are promptly escalated, investigated, and resolved in accordance with the License Holder's incident management and regulatory reporting procedures.

Periodic reviews shall be conducted to assess the ongoing suitability, performance, and compliance status of all software providers. Where deficiencies or non-compliance are identified, the License Holder shall implement appropriate corrective actions, including suspension or replacement of the relevant provider where necessary.

An overview of all software providers engaged by the License Holder, including relevant licensing jurisdictions, certifications, and products supplied, is set out in **Appendix C**.

### **3.6 Outcome Determination**

Game outcomes shall be determined exclusively through secure, automated, and independently verified mechanisms, including:

- Independently certified Random Number Generator ("RNG") systems, ensuring that outcomes are random, unbiased, and not susceptible to prediction or manipulation;
- Official sports data providers, supplying accurate, verified, and timely event data for the settlement of sports wagers; and
- Algorithmic settlement engines, applying predefined rules and logic to ensure consistent, accurate, and auditable bet settlement processes.

Under no circumstances shall manual intervention be permitted in the determination, manipulation, or alteration of game outcomes. All outcome processes shall be fully automated and governed by certified systems and approved game logic.

The License Holder shall implement and maintain appropriate technical and operational controls to ensure the integrity of all outcome determination processes, including:

- The prevention of unauthorized access to systems responsible for outcome generation and settlement;
- Continuous monitoring for anomalies, irregular patterns, or potential integrity breaches;
- The immediate investigation and remediation of any identified system errors or inconsistencies.

All systems and processes involved in determining game outcomes shall be subject to independent testing, certification, and periodic audit to ensure compliance with applicable regulatory requirements and recognized industry standards.

Records of game outcomes and settlement activities shall be securely maintained to ensure full traceability, auditability, and availability for regulatory inspection.

## **4. PAYMENT METHODS AND FINANCIAL OPERATIONS**

### **4.1 Accepted Payment Methods**

The License Holder may offer and accept a range of payment methods, subject to regulatory approval and applicable legal requirements, including credit and debit cards, bank transfers, electronic wallets, cryptocurrency (where permitted), and other approved methods. All payment methods shall be provided through authorized and reputable payment service providers and integrated securely. An overview is provided in **Appendix D**.

### **4.2 Deposit Procedures**

Deposits shall only be accepted from identified player accounts. Controls include KYC verification, fraud monitoring, AML/CFT screening, velocity checks, and verification of payment method ownership. All deposit activities shall be monitored in accordance with the AML Policy of the License Holder.

### **4.3 Withdrawal Procedures**

Withdrawals shall be processed to verified payment methods, subject to fraud checks, AML/CFT controls, and internal policies. Requests exceeding thresholds shall undergo enhanced due diligence and manual review. Withdrawals shall be processed accurately and within reasonable timeframes.

### **4.4 Segregation and Safeguarding of Player Funds**

Player funds shall be administratively segregated from operational funds. Daily reconciliations must be performed to verify balances and identify discrepancies. Records shall be maintained for audit and regulatory inspection.

## **5. SOFTWARE AND OUTCOME DETERMINATION**

### **5.1 Gaming Platform**

The License Holder operates a fully integrated and scalable gaming platform designed to support licensed gaming services in a secure, reliable, and compliant manner. The platform includes a front-end player interface, wallet system, bonus engine, risk engine, reporting systems, and administrative backend. All components are developed in accordance with secure development principles and are subject to testing, validation, and change management prior to deployment. The platform supports high availability, redundancy, and operational continuity. Documentation of architecture, system dependencies, and data flows is maintained for audit and regulatory purposes.

### **5.2 Core Components**

Front-End Player Interface: Provides secure player access to gaming services.

Wallet System: Manages player balances and transactions.

Bonus Engine: Controls promotional offers and wagering requirements.

Risk System: Monitors player behavior for fraud and suspicious activity.

Reporting Systems: Generates operational and regulatory reports.

Administrative Backend: Enables system configuration and account management by authorized personnel.

### **5.3 Technical Security**

The License Holder maintains a comprehensive information security framework to protect systems and data. Security measures include encryption of data in transit and at rest, web application firewalls, DDoS protection, multi-factor authentication, role-based access control, and continuous monitoring. Access to critical systems is logged and auditable. Security testing such as vulnerability assessments and penetration tests are conducted regularly. Patch management processes ensure systems remain protected against known vulnerabilities.

### **5.4 Additional Controls**

Security incidents are managed in line with incident management procedures. Backup and disaster recovery mechanisms ensure system restoration. Third-party integrations undergo security assessments. All controls align with industry standards such as ISO 27001 and comply with Curaçao LOK regulatory requirements. Regular internal and external audits are conducted to validate effectiveness and compliance.

## 6. QUALITY MONITORING AND TEST METHODS

### 6.1 Testing Procedures

The License Holder shall implement and maintain comprehensive testing and monitoring procedures to ensure the integrity, security, and reliability of all gaming operations and supporting systems.

- RNG integrity
- System availability
- Payment processing
- Wallet functionality
- Access controls
- Security vulnerabilities
- Responsible gaming systems

### 6.2 Independent Testing

Critical gaming systems shall be independently tested and certified by accredited testing laboratories.

- RNG certification
- Penetration testing
- Security audits
- Source code review
- Fairness verification

### 6.3 Monitoring Frequency

| Monitoring Activity            | Frequency                                                                            |
|--------------------------------|--------------------------------------------------------------------------------------|
| Vulnerability Scans            | Continuous (automated scanning integrated into development and deployment processes) |
| Penetration Tests Annually     | Backup Restoration                                                                   |
| Testing                        | Continuous (automated backup validation and integrity verification)                  |
| Disaster Recovery Testing      | Annual tabletop exercise and recovery readiness review                               |
| Access Control Reviews         | Quarterly                                                                            |
| System Availability Monitoring | Continuous (24/7)                                                                    |
| Transaction Monitoring         | Continuous                                                                           |

|                               |                                                                                                                             |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Responsible Gaming Monitoring | Continuous (performed by responsible gaming service providers and monitored through operational processes where applicable) |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------|

## **7. STORAGE OF PLAYER PERSONAL DATA**

### **7.1 Personal Data Collected**

The License Holder shall collect and process personal data strictly in accordance with applicable legal, regulatory, and operational requirements.

- Identification data
- Contact information
- Date of birth
- Payment information
- Transaction records
- Gaming activity
- Device and IP information
- KYC documentation

### **7.2 Data Storage and Security**

Personal data shall be stored securely using appropriate technical and organizational measures.

- Encrypted databases
- Secure hosting environments
- Role-based access controls

Encryption shall be applied to:

- Data in transit
- Data at rest
- Backup storage

### **7.3 Data Retention**

Data retention shall comply with applicable legal and regulatory requirements.

- Curaçao legal requirements
- AML/CFT obligations
- Regulatory recordkeeping obligations

Archived records shall remain retrievable for regulatory review.

### **7.4 Access Logging and Control**

Administrative access to personal data shall be controlled and monitored.

- Logged
- Monitored
- Restricted to authorized personnel

## **8. PLAYER-FACING VISUAL ELEMENTS**

### **8.1 Website and Application Disclosures**

The License Holder ensures that the gaming website and applications provide clear, accurate, and accessible information to players.

- Account balances
- Active bonuses
- Betting history
- Responsible gaming tools
- Terms and Conditions
- Privacy notices
- Regulatory notices

### **8.2 Responsible Gaming Notices**

The following notices are prominently displayed on the websites:

- Minimum age restrictions
- Responsible gaming messages
- Self-exclusion information
- Player support resources

A copy of these notices is included in **Appendix E**.

### **8.3 User Controls**

The player has tools designed to support responsible gaming:

- Deposit limit tools
- Session reminders
- Cooling-off functionality
- Account closure requests
- Reality check notifications

## **9. PREVENTION OF ACCESS BY VULNERABLE OR EXCLUDED PERSONS**

### **9.1 Age Verification Measures**

The License Holder shall strictly prohibit access to its gaming services by individuals below the legal minimum age of 18 years, or such higher age as may be required by applicable law.

To ensure compliance with age restriction requirements, the License Holder shall implement robust verification measures, including but not limited to:

- Know Your Customer (“KYC”) procedures to confirm player identity and age;
- Verification of identification documents issued by recognized authorities;
- Automated age validation systems integrated within onboarding processes; and
- Screening against third-party databases and verification services, where applicable.

Access to gaming services shall not be granted until sufficient verification has been successfully completed. The License Holder shall maintain records of all verification activities for audit and regulatory purposes.

### **9.2 Self-Exclusion Procedures**

The License Holder shall provide players with the ability to voluntarily restrict their access to gaming services through a range of self-exclusion options.

Players may request:

- Temporary self-exclusion for a defined period;
- Permanent self-exclusion resulting in indefinite account closure; and
- Cooling-off periods designed to provide short-term breaks from gaming activity.

Players who are subject to self-exclusion measures shall be prevented from:

- Accessing or logging into their accounts;
- Depositing or transferring funds;
- Participating in any gaming activities; and
- Receiving marketing or promotional communications.

The License Holder shall ensure that self-exclusion requests are implemented promptly, consistently enforced, and maintained in accordance with regulatory requirements.

### **9.3 Vulnerable Player Detection**

The License Holder shall implement both automated systems and manual oversight processes to identify potential indicators of problematic or high-risk gambling behavior.

Monitoring mechanisms shall assess player activity and behavioral patterns, including but not limited to:

- Excessive or increasing deposit activity;
- Rapid or repetitive wagering behavior;
- Extended or continuous gaming sessions;
- Repeated failed deposit attempts or unusual payment patterns; and
- Other behavioral markers indicative of potential gambling-related harm.

Such monitoring shall be conducted on an ongoing basis, supported by risk-based thresholds and alert systems designed to facilitate early identification and intervention. In **APPENDIX F** the technical measures that are put in place to prevent admission are mentioned.

#### **9.4 Intervention Measures**

Where indicators of vulnerable or problematic gambling behavior are identified, the License Holder shall implement appropriate and proportionate intervention measures to mitigate risk and protect the player.

Such interventions may include:

- The provision of responsible gaming messaging and on-screen notifications;
- Direct communication with the player, including proactive outreach by trained personnel;
- The application of account-based limitations, including deposit, wagering, or session restrictions;
- The imposition of mandatory cooling-off periods; and
- The application of enforced or permanent exclusion measures where necessary.

All intervention actions shall be documented and subject to review to ensure effectiveness and consistency with responsible gaming obligations.

For further details, reference is made to the License Holder's Responsible Gaming Policy, which sets out the full framework governing player protection, monitoring, and intervention procedures.

### **10. TECHNICAL INFRASTRUCTURE AND BUSINESS CONTINUITY**

#### **10.1 Infrastructure Overview**

The License Holder operates a secure and resilient technical infrastructure to support continuous operations and regulatory compliance, which pertains to:

- Application servers
- Database servers
- Wallet systems
- Security infrastructure
- Cloud hosting
- Monitoring systems
- Backup systems

#### **10.2 Infrastructure Diagram**

##### **Core Platform Architecture and System Components**

The operational environment follows a layered architecture consisting of:

- Frontend Platforms
- Backend Application Services
- Customer Account Management Services

- Wallet and Payment Services
- Database Platforms
- Reporting and Operational Support Systems
- Monitoring and Logging Services
- Security Management Services
- Approved Third-Party Integrations

Security controls are implemented between infrastructure layers to support segregation of duties, access control, monitoring, operational resilience, and regulatory compliance.

### **10.3 Business Continuity Plan (BCP)**

The License Holder maintains a Business Continuity Plan addressing key disruption scenarios.

- Cybersecurity incidents
- Data corruption
- Hosting outages
- Payment interruptions
- System failures

A copy of the current Business Continuity Plan (BCP) is provided in **Appendix A**

### **10.4 Disaster Recovery**

Disaster recovery measures include the following:

- Geographic redundancy
- Automated backups
- Failover systems
- Recovery testing

## **11. RESPONSIBLE GAMING IMPLEMENTATION**

### **11.1 Responsible Gaming Policy**

The License Holder shall establish, implement, and maintain a comprehensive Responsible Gaming Policy forming an integral part of its governance and compliance framework. The policy defines the License Holder's commitment to player protection, outlines procedures for identifying and supporting vulnerable players, and ensures compliance with Curaçao gaming legislation (LOK). The policy is subject to periodic review and approval by senior management.

### **11.2 Responsible Gaming Tools**

Players have access to the following responsible gaming tools:

- Deposit limits
- Loss limits
- Wager limits
- Session limits
- Self-exclusion tools
- Cooling-off functionality

All tools are designed to be easily accessible, enforceable, and subject to monitoring and periodic review to ensure effectiveness.

### **11.3 Staff Training**

The License Holder ensures that all relevant personnel receive ongoing responsible gaming training at onboarding and at least annually thereafter, regarding:

- Identification of problem gambling indicators
- Responsible gaming obligations
- Escalation procedures
- Handling of vulnerable player interactions
- Training records are maintained for audit and regulatory inspection.

### **11.4 Marketing Restrictions**

- Marketing practices must comply with responsible and regulatory standards:
- Must not target minors
- Must not be misleading or deceptive
- Must include responsible gaming messaging
- Must not promote excessive gambling

## 12. TERMS AND CONDITIONS

The most recent version of the Terms and Conditions shall be maintained and made available in a manner that ensures transparency, accessibility, and compliance with applicable regulatory requirements.

The Terms and Conditions shall:

- Be published on the License Holder's gaming website;
- Be made readily accessible to players prior to account registration and participation in any gaming activities; and
- Be subject to formal version control procedures, ensuring that all updates, amendments, and historical versions are properly recorded and traceable.

The Terms and Conditions shall, at a minimum, include clearly defined provisions relating to:

- Player eligibility criteria, including age and jurisdictional restrictions;
- Account registration, usage rules, and player responsibilities;
- Bonus terms and conditions, including wagering requirements and restrictions;
- Withdrawal rules and procedures, including verification requirements and processing conditions;
- Dormant or inactive account policies, including applicable fees or handling procedures; and
- Dispute resolution procedures, including escalation channels and timelines.

A copy of the current Terms and Conditions is provided in **Appendix G**.

The License Holder acknowledges that the current Terms and Conditions will be reviewed and updated to ensure full alignment with the applicable guidelines issued by the Curaçao Gaming Authority ("CGA"). Any required amendments shall be implemented no later than 30 September 2026, in accordance with regulatory expectations.

## **13. PLAYER DISPUTE RESOLUTION PROCESS**

### **13.1 Complaint Submission**

The License Holder shall establish and maintain effective and accessible channels through which players may submit complaints in a timely and efficient manner, in accordance with its internal Player Complaint Policy.

Players may submit complaints through the following communication channels:

- Email communication to designated support addresses;
- Live chat functionality available on the gaming website or application; and
- A dedicated support portal or ticketing system, where available.

All complaint submission channels shall be clearly disclosed to players and remain easily accessible at all times. Further details regarding complaint submission procedures, including required information and response timelines, are set out in the License Holder's Player Complaint Policy.

### **13.2 Internal Review Process**

All complaints received by the License Holder shall be handled in a structured, transparent, and consistent manner, in accordance with the procedures defined in the Player Complaint Policy.

Upon receipt, each complaint shall be:

1. Formally logged within the License Holder's complaint management system;
2. Assigned a unique reference or ticket number to ensure full traceability;
3. Acknowledged within a reasonable timeframe;
4. Investigated by appropriately qualified personnel, taking into account all relevant information, system logs, and supporting documentation; and
5. Resolved at the earliest possible opportunity or escalated where necessary.

The License Holder shall ensure that all investigations are conducted fairly, impartially, and in line with documented internal procedures and regulatory obligations.

### **13.3 Escalation**

Where a complaint cannot be resolved to the satisfaction of the player through the internal review process, the player shall have the right to escalate the matter in accordance with the escalation procedures outlined in the Player Complaint Policy.

Escalation options shall include:

- Referral to approved alternative dispute resolution ("ADR") mechanisms or independent adjudication bodies, where applicable; and
- Escalation to senior management, including the Managing Director or other designated senior representative of the License Holder.

The License Holder shall:

- Provide clear guidance to players on how to escalate complaints;
- Cooperate fully with any external dispute resolution processes; and
- Ensure that escalated complaints are handled in a timely and transparent manner.

#### **13.4 Recordkeeping**

The License Holder shall maintain comprehensive and auditable records of all complaints, investigations, communications, and outcomes, in accordance with applicable regulatory requirements and the provisions of the Player Complaint Policy.

Such records shall:

- Be securely stored in digital form within the License Holder's systems;
- Contain sufficient detail to demonstrate the full lifecycle of each complaint; and
- Be retained for the duration required under applicable laws, regulations, and internal policies.

The Player Complaint Policy further defines the classification of complaints, including the criteria for identifying Reportable Complaints, as well as any associated regulatory reporting obligations. All complaint-related records shall be made available to the relevant regulatory authority upon request for the purposes of audit, inspection, or investigation.

## **14. DIGITAL RECORDKEEPING**

### **14.1 Records Maintained**

The License Holder shall maintain comprehensive, accurate, and up-to-date records of all operational, financial, and compliance-related activities in accordance with applicable legal and regulatory requirements.

The records maintained shall include, but are not limited to:

- Player registration data, including account details and onboarding information;
- Know Your Customer (“KYC”) documentation and due diligence records;
- Transaction histories, including deposits, withdrawals, and payment activities;
- Betting activity, including wagers placed, outcomes, and associated game data;
- Audit logs capturing system access and operational activity;
- Complaint records, including all related communications and resolutions; and
- Anti-Money Laundering and Counter-Terrorist Financing (“AML/CFT”) monitoring records, including alerts, investigations, and reporting outcomes.

All records shall be maintained in a structured and secure manner, ensuring completeness, accuracy, and traceability for audit and regulatory inspection purposes.

### **14.2 Security of Records**

The License Holder shall implement appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of all records.

Such measures shall include:

- **Encryption**, to protect data both in transit and at rest against unauthorized access;
- **Robust backup procedures**, ensuring the regular and secure replication of critical data and the ability to restore records in the event of data loss;
- **Immutable logging mechanisms**, where applicable, to prevent unauthorized alteration or deletion of critical records; and
- **Access controls**, including role-based access restrictions to ensure that records are only accessible to authorized personnel on a need-to-know basis.

The License Holder shall also implement monitoring mechanisms to detect unauthorized access, data breaches, or irregular activities involving maintained records.

### **14.3 Audit Trails**

The License Holder shall maintain comprehensive and tamper-evident audit trails to ensure the accountability and traceability of all key system and user activities.

Audit trails shall be maintained for, at a minimum:

- Administrative and privileged user actions within the platform and systems;

- Financial adjustments, including manual corrections and operational interventions affecting player balances;
- Changes to account status, including account creation, suspension, limitation, or closure; and
- Security-related events, including access attempts, system alerts, and detected incidents.

All audit trail records shall:

- Be securely stored and protected against unauthorized modification or deletion;
- Include sufficient detail to reconstruct events and support investigations; and
- Be retained for a period consistent with regulatory, audit, and legal requirements.

The License Holder shall ensure that audit trails are regularly reviewed and are readily available for internal audits, external audits, and regulatory inspections.

## **15. AML/CFT COMPLIANCE**

### **15.1 AML Framework**

The License Holder shall establish, implement, and maintain a comprehensive Anti-Money Laundering and Counter-Terrorist Financing (“AML/CFT”) framework in accordance with applicable Curaçao legislation and relevant regulatory requirements.

The AML/CFT framework shall be designed to prevent, detect, and report money laundering, terrorist financing, and other forms of financial crime. It shall include documented policies, procedures, and internal controls governing customer due diligence, transaction monitoring, reporting obligations, and staff responsibilities. Responsibility for the effective implementation of the AML/CFT framework shall be assigned to a designated Money Laundering Reporting Officer (“MLRO”), who shall oversee compliance with all applicable obligations.

Further details are set out in the License Holder’s AML Policy, which forms an integral part of the overall compliance framework.

### **15.2 Risk-Based Approach**

The License Holder shall apply a risk-based approach (“RBA”) to AML/CFT compliance, ensuring that customer due diligence and monitoring measures are proportionate to the level of risk identified.

Risk assessments shall take into account, at a minimum:

- Customer risk, including player profile, behavior, and source of funds;
- Geographic risk, including the jurisdictions in which players are located or operate;
- Transactional behavior, including volume, frequency, and patterns of deposits, withdrawals, and wagering activity; and
- Payment methods, including the type and risk profile of payment instruments used.

Enhanced due diligence measures shall be applied to higher-risk customers or transactions, while simplified measures may be applied in lower-risk scenarios, where permitted under applicable regulations.

### **15.3 Transaction Monitoring**

The License Holder shall implement automated transaction monitoring systems to identify and assess potentially suspicious activity in real time and on a retrospective basis.

Monitoring systems shall be designed to detect, analyze, and flag:

- Unusual or inconsistent transaction patterns;
- Structuring or “smurfing” behavior aimed at avoiding reporting thresholds;
- Suspicious betting activity or irregular gameplay patterns; and
- Exposure to sanctioned individuals, entities, or jurisdictions.

Alerts generated by monitoring systems shall be reviewed promptly by qualified personnel, with appropriate escalation procedures applied where required.

#### **15.4 Suspicious Transaction Reporting**

Where suspicious activity is identified, the License Holder shall ensure that such matters are promptly escalated to the MLRO for assessment and determination.

Where required by applicable laws and regulations:

- Suspicious transactions shall be reported to the relevant competent authorities in a timely manner;
- Reports shall be submitted in accordance with prescribed formats and timelines; and
- Confidentiality shall be maintained to ensure that no unauthorized disclosure (including tipping-off) occurs.

The License Holder shall maintain records of all suspicious activity reports, including internal assessments and decisions, for audit and regulatory inspection purposes.

## **16. INCIDENT MANAGEMENT**

### **16.1 Incident Categories**

The License Holder shall identify, classify, and manage all incidents that may impact operations, system integrity, player protection, or regulatory compliance.

Incidents shall include, but are not limited to:

- Cybersecurity events, including unauthorized access, hacking attempts, or malware incidents;
- Fraud-related events, including payment fraud, bonus abuse, or collusion;
- Service interruptions impacting platform availability, transaction processing, or gameplay;
- Data breaches involving the loss, exposure, or compromise of personal or financial data; and
- Regulatory breaches, including failures to comply with Curaçao gaming legislation (LOK) or licensing conditions.

### **16.2 Purpose and Scope**

The purpose of the incident management framework is to ensure that all incidents are:

- Identified, assessed, and classified without undue delay;
- Logged, tracked, and managed throughout their lifecycle in a consistent manner;
- Resolved efficiently to minimize operational, financial, and reputational impact; and
- Documented and analyzed to support continuous improvement and regulatory compliance.
- 

This framework applies to:

- All operational, technical, and business incidents; and
- All internal personnel and third-party service providers involved in service delivery.

### **16.3 Incident Lifecycle Process**

The License Holder shall ensure that all incidents are managed through a structured lifecycle process to ensure consistent handling, timely resolution, and full regulatory compliance.

#### *Step 1: Identification*

Incidents shall be identified through various detection mechanisms, including:

- Automated monitoring tools and system alerts;
- User or player reports; and
- Internal operational or security reviews.

All personnel and third-party providers shall promptly report any suspected or actual incidents upon detection.

### *Step 2: Categorization*

Each incident shall be categorized according to its nature and origin, including but not limited to:

- Technical (e.g., network, application, infrastructure);
- Security (e.g., cybersecurity, data breach);
- Operational (e.g., service disruption); and
- Compliance-related (e.g., regulatory breach).

Appropriate categorization shall enable consistent reporting, analysis, and prioritization.

### *Step 3: Diagnosis*

An initial assessment shall be conducted to:

- Determine the nature, scope, and impact of the incident;
- Identify affected systems, services, or users; and
- Apply initial troubleshooting steps using available documentation, including known error databases and resources.

Where possible, immediate corrective actions or workarounds shall be implemented.

### *Step 4: Escalation*

Incidents shall be escalated as necessary, depending on their severity and potential impact:

- To relevant technical or operational teams for resolution;
- To senior management for material or high-risk incidents; and
- To the Compliance function where regulatory implications are identified.

Major incidents shall trigger enhanced response procedures, including:

- Appointment of an Incident Manager;
- Activation of coordinated response activities (e.g., incident bridge calls); and
- Increased communication and monitoring.
- Informing Managing Director

### *Step 5: Resolution*

The responsible team shall:

- Investigate the root cause of the incident;

- Implement corrective actions or permanent fixes; and
- Ensure that any temporary workarounds are replaced with sustainable solutions.

All actions taken shall be documented, including:

- Resolution steps;
- Tools and system logs reviewed; and
- Technical or operational changes implemented.

#### *Step 6: Recovery*

Following resolution, the License Holder shall ensure full recovery of affected services by:

- Verifying system functionality and data integrity;
- Confirming that services have been restored to normal operational levels; and
- Monitoring systems for any residual issues or recurrence of the incident.

#### *Step 7: Closure*

An incident shall only be formally closed once:

- Resolution has been fully implemented and validated;
- Root cause analysis has been completed (where applicable);
- All required documentation has been finalized; and
- Relevant stakeholders or users have been informed, where appropriate.

Proper classification and tagging of the incident shall also be confirmed for reporting and audit purposes.

#### *Step 8: Continuous Improvement*

The License Holder shall conduct post-incident analysis to support continuous improvement, including:

- Reviewing incident trends and recurring issues;
- Identifying gaps in controls, processes, or systems; and
- Implementing corrective and preventive actions.

Findings shall be incorporated into:

- Problem Management processes;
- Change Management procedures; and

- Staff training and awareness programs.

#### **16.4 LOK-Aligned Incident Reporting and Escalation Thresholds**

The License Holder shall ensure that incidents are assessed against regulatory reporting thresholds and escalated accordingly.

##### **16.4.1 Reportable Incidents**

An incident shall be deemed reportable to the Curaçao Gaming Authority (CGA) where it involves, or is reasonably likely to involve:

- A material system failure affecting gaming operations, including outages or malfunction impacting fairness or availability;
- A cybersecurity incident compromising system integrity, availability, or confidentiality;
- A data breach involving unauthorized access, disclosure, or loss of personal or financial information;
- A failure affecting game fairness, including RNG issues, settlement errors, or incorrect payouts;
- Significant fraud or financial crime events, including large-scale fraud, AML/CFT concerns, or suspicious transaction patterns; and
- Any breach of regulatory obligations, license conditions, or player protection requirements.

##### **16.4.2 Reporting Timelines**

The License Holder shall ensure that reportable incidents are:

- Escalated internally without delay to senior management and the Compliance function;
- Reported to the CGA promptly, and in any event within regulatory timeframes applicable under LOK; and
- Followed by supplementary reporting, where required, providing updates on investigation outcomes, root cause, and remediation measures.

Where precise timelines are not explicitly defined, reporting shall occur as soon as reasonably practicable, taking into account the severity and impact of the incident.

##### **16.4.3 Reporting Content Requirements**

Reports submitted to the CGA shall include, at a minimum:

- A detailed description of the incident;
- Date and time of occurrence and detection;
- Systems, services, or players affected;
- Initial impact assessment (operational, financial, and regulatory);
- Immediate actions taken to contain the incident;
- Root cause analysis (where available); and
- Remediation and preventive measures implemented or planned.

#### **16.4.4 Internal Escalation**

All incidents shall follow structured escalation procedures, including:

1. Logging and classification within the incident management system;
2. Investigation and impact assessment;
3. Escalation to relevant technical, operational, and compliance teams;
4. Notification to senior management for material incidents; and
5. External reporting where required under regulatory obligations.

#### **16.4.5 Documentation and Audit**

The License Holder shall maintain complete and auditable records of all incidents, including:

- Incident logs and classifications;
- Investigation findings and supporting evidence;
- Communication records (internal and external); and
- Regulatory notifications and submissions.

All records shall be retained in accordance with applicable recordkeeping requirements and shall be made available to the CGA upon request.

#### **16.5 Continuous Improvement**

Incident data shall be analyzed on an ongoing basis to:

- Identify trends and recurring issues;
- Enhance controls, system resilience, and operational processes; and
- Inform updates to policies, procedures, and training programs.

### **17. APPENDICES**

#### **Appendix A – Infrastructure Diagram**

##### **1. Infrastructure Overview**

The License Holder maintains an operational technology environment designed to support sportsbook operations, account management, wallet services, reporting, monitoring, and associated business functions.

The infrastructure is managed under formal Information Security, Change Management, Incident Management, Backup, and Disaster Recovery procedures to ensure the confidentiality, integrity, availability, and resilience of critical systems and information assets.

##### **2. Core Platform Architecture and System Components**

The operational environment follows a layered architecture consisting of:

- Frontend Platforms

- Backend Application Services
- Customer Account Management Services
- Wallet and Payment Services
- Database Platforms
- Reporting and Operational Support Systems
- Monitoring and Logging Services
- Security Management Services
- Approved Third-Party Integrations

Security controls are implemented between infrastructure layers to support segregation of duties, access control, monitoring, operational resilience, and regulatory compliance.

### **3. Hosting Environment**

The operational environment is hosted using on-premises architecture in Taiwan DC, and the disaster recovery environment is hosted using Oracle Cloud Infrastructure (OCI).

Key hosting locations include:

- Primary Environment - Taiwan Datacenter
- Disaster Recovery Environment - Oracle Cloud Infrastructure Tokyo

Infrastructure services are managed through centralized operational, security, monitoring, and change management processes.

### **4. Critical Systems**

Critical systems supporting operations include:

- Sportsbook Platform
- Account Management Systems
- Wallet and Payment Services
- Database Platforms
- Reporting and Analytics Systems
- Monitoring and Alerting Platforms
- Backup and Recovery Services

These systems are subject to defined operational, security, backup, monitoring, and recovery controls.

### **5. Network Architecture, Security Layers and Access Controls**

The License Holder maintains a segmented network architecture designed to support security, operational resilience, and regulatory compliance.

Security measures include:

- Network segmentation
- Firewall and perimeter security controls

- Multi-factor authentication (MFA)
- Role-based access controls (RBAC)
- Centralized logging and monitoring
- Vulnerability management processes
- Secure change management procedures
- Encryption of data in transit and at rest where appropriate

Administrative access is restricted to authorized personnel and is periodically Reviewed.

## **6. Third-Party Service Providers**

The License Holder utilizes approved third-party service providers where necessary to support operational and business services.

Third-party providers may support:

- Cloud infrastructure hosting
- Data centre services
- Payment processing services
- Communication services
- Data and content service integrations

All third-party providers are subject to security assessment, contractual security requirements, and ongoing oversight.

## **7. Backup, Redundancy and Disaster Recovery**

The License Holder maintains documented backup and disaster recovery procedures to support business continuity and operational resilience.

Controls include:

- Scheduled backups of critical systems and data
- Secure backup retention processes
- Recovery and restoration testing procedures
- Disaster recovery planning
- Geographical redundancy for critical services
- Incident response and recovery processes

Backup and recovery arrangements are periodically reviewed and tested to support continuity of operations.

## **8. Governance and Compliance**

Changes to infrastructure and critical systems are managed through a formal Change Management process.

Security incidents are managed through a formal Incident Management process.

Information security governance is maintained through the organization's

Information Security Management System (ISMS), supported by periodic risk assessments, vulnerability management activities, business continuity planning, disaster recovery arrangements, and regulatory compliance reviews.

This appendix provides a high-level overview of the operational environment maintained by the License Holder. Detailed technical configurations, network diagrams, security configurations, and operational procedures are maintained internally and are available to authorized personnel as part of the organization's governance, risk management, security oversight, and compliance processes.

#### **Appendix B & C Third-Party Provider overview**

- Playtech (Golden Matrix Group Inc) - Nevada, USA
- Evolution Gaming - Curaçao
- GameArt - Curaçao
- PG Soft - Malta
- Asia Gaming - Republic of Seychelles
- Skywind - Cyprus
- TPG - Samoa
- OnlyPlay - Lithuania
- BetConstruct - British Virgin Islands

#### **Appendix D – Overview payment methods**

We offer customers some not all offer the full list of the following payments methods.

For customers to complete a Deposit or a withdrawal, they all follow the standard payment procedure to ensure accuracy and security. Payments can be accepted through a variety of methods, including:

- credit and debit cards
- bank transfers
- electronic wallets
- cryptocurrency (where permitted)
- and other approved methods

When processing a payment, we verify the customer's details, confirm the transaction amount, and follow the specific protocol for the chosen payment method. We ensure all receipts or confirmations are issued and properly recorded in the system to maintain accurate records and compliance.

#### **Appendix E – RG Notices**

We want our players to have fun while playing at Dafabet, so we encourage responsible gaming. We allow our players to define their own limits of responsible gaming, and then we help with management tools that allow you to set and control your own limits. Gambling is a form of entertainment, and should never place a burden on your life either financially or emotionally. Borrowing money to play, spending above your budget or using money allocated for other purposes is not only unwise but can lead to significant problems for you and others around you. We want you to enjoy playing on Dafabet, so bet responsibly and have fun!

All our Customer Service staff receive awareness training on problem gambling issues.

#### Getting assistance

There are many organizations that can provide support and assistance to people who develop a problem with gambling, and we recommend that players contact a self-help organization for additional help.

The following websites offer advice and guidance. Each one contains help line numbers and an e-mail address that you may contact if you would like confidential advice and support.

[www.gamblersanonymous.org](http://www.gamblersanonymous.org)

[www.gamcare.org.uk](http://www.gamcare.org.uk)

[www.gamblingtherapy.org](http://www.gamblingtherapy.org)

#### Do you have a gambling problem?

If you feel you may have a problem with your gambling, ask yourself the following questions:

Have others ever criticized your gambling?

Have you ever lied to cover up the amount of money or time you have spent gambling?

Do arguments, frustrations or disappointments make you want to gamble?

Do you gamble alone for long periods?

Do you stay away from work, college or school to gamble?

Do you gamble to escape from a boring or unhappy life?

Are you reluctant to spend 'gambling money' on anything else?

Have you lost interest in your family, friends or pastimes due to gambling?

After losing, do you feel you must try and win back your losses as soon as possible?

When gambling and you run out of money, do you feel lost and in despair, and need to gamble again as soon as possible?

Do you gamble until your last penny is gone?

Have you lied, stolen or borrowed just to get money to gamble or to pay gambling debts?

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

The more you answer 'yes' to these questions, the more likely it is that you have a serious gambling problem and may wish to seek help and advice through the channels outlined above.

### Managing your playing

For players who enjoy gambling frequently, it is not uncommon to spend over their budget some of the time. We advise that specific budget plans be made to ensure your gambling expenditure is affordable.

Sometimes people deny the extent of their own problems and seek help only in crisis. Ask yourself honestly, and if you think you might have a problem set yourself the goal of stopping gambling for two weeks or a month as a test. If you are unable to achieve this, you could have a problem and might benefit from discussing your situation with a counselor.

### Self exclusion

If you feel your gambling is getting out of control and you would like some play limitations, please contact our friendly Customer Support team who can advise you on available options.

### Self exclusion or Opt Out

If you believe you have a gambling problem or just wish to take an enforced break from gaming, Dafabet gives you the power to permanently exclude yourself from playing at Dafabet. If you choose to exclude yourself permanently, you will be barred from playing games at Dafabet. All you need to do is contact our Customer Services team.

If you would like to prevent access to gaming, wagering or gambling facilities on the Internet various software is available to do so, Gamblock™ [www.gamblock.com](http://www.gamblock.com) blocks access to Internet gambling sites on the World Wide Web. It can help problem gamblers avoid the dangers of unrestricted gambling.

### Preventing under age gambling

You must be at least 18 years old to play at Dafabet. We undertake checks to ensure that no person under legal age has access to our gaming sites. Provision of inaccurate or dishonest information about a player's age will result in forfeiture of any winnings and may result in civil and/or criminal prosecution.

### Parental Controls

In order to protect minors from accessing the site we recommend that responsible players install Internet filtering software on their computers. There are a number of third party applications available that parents or guardians can use to monitor or restrict the use of their computer's access to the Internet. These include:

Net Nanny filtering software protects children from inappropriate web content : [www.netnanny.com](http://www.netnanny.com)

CYBERSitter filtering software allowing parents to add their own sites to block : [www.cybersitter.com](http://www.cybersitter.com)

## **Appendix F – Technical measures vulnerable persons**

### **Excessive or Increasing Deposit Activity**

Our platform tracks all player deposit activity, including transaction amounts, successful and declined attempts, and any subsequent follow-ups. Additionally, we utilise a specialized Gaming tool configured with specific alerts for both crypto and fiat (non-crypto) transactions. These alerts monitor transaction velocity and volume to identify sudden shifts in deposit behaviour, which primarily helps us detect potential fraud or account takeovers (ATOs).

### **Rapid or Repetitive Wagering Behaviour**

We have configured behavioural alerts within our Gaming tool to identify fraudulent betting patterns. This includes detecting bonus abuse and collusion, such as users passing funds between accounts via opposite betting. These alerts allow us to pinpoint irregular wagering patterns and take immediate action.

### **Extended or Continuous Gaming Sessions**

Our gaming providers are B2B licensed with games that have built-in timers and alerts for extended and continuous gaming sessions. All web pages are designed so that customers can see the time and keep track of how much time they spend on their activities.

### **Repeated Failed Deposit Attempts or Unusual Payment Patterns**

We have developed advanced data tools for monitoring repeated failed deposit attempts or unusual payment patterns. We have recently improved these tools using Artificial Intelligence to identify and analyse failed deposits for both fraud and unusual deposit patterns.

The AI tool assists in alerting us about this malicious traffic in real-time. Furthermore, it helps identify early fraudulent deposit behaviour, allowing us to dynamically route suspicious users to different payment groups for manual review and monitoring by our expert teams.

### **Technical Measures to Prevent Circumvention of Account Closures (Self-Exclusion)**

This is the primary dedicated Responsible Gambling measure currently active on our platform, integrated via iCore. Once an account is closed or suspended, a hard system rule triggers to block the creation of any future accounts sharing the same core registration details: Full Name, Date of Birth, and Phone Number (note that email addresses are not currently verified).

While this system rule has been active and effective for several years, some users attempt to circumvent it by registering with fake or altered details. To counter this, we implement the following daily security protocols:

- **Profile Daily Task:** Every evening, the team manually reviews all new accounts created in the past 24 hours to investigate, identify, and act on linked or duplicate accounts attempting to circumvent our system.
- **Dup Check Daily Task:** A secondary daily review process specifically targeting duplicate accounts.
- **ConveyorBelt Bad Data List:** We have built a centralised database within ConveyorBelt to automatically flag and block fraudulent, duplicate, or restricted users who should not be permitted to play on our platform.

## Appendix G –Terms and Conditions

Terms and conditions copied from this page:

<https://www.dafabet.com/en/terms-of-use>

### Terms of Use

Please read carefully these Terms of Use (" **Terms** ") as set out below. By registering an Account (" **Your Account** " or " **Account** "), you are deemed to have accepted and understood them.

These Terms apply to all use by you of Dafabet goods and Services (" **Services** "), the Website (" **Website** ") and to any transaction in respect of any Services (" **Bet** "). These Terms, Rules and Regulations, and Privacy Policy are drafted in the English language. Any translation into another language is only for the convenience of the reader. In the event of any conflict or discrepancy the English language text shall prevail over any translated version.

#### 1. Introduction to the Terms of Use

1.1 Dafabet (the " Company ") operates this online sports betting and gaming Website (the "Website") [www.dafabet.com](http://www.dafabet.com) and is regulated and licensed in compliance with the laws and regulations of Curacao to conduct remote betting and gaming business. Dafabet is also licensed and regulated by the following bodies:

- In the case of gambling activity by persons located in Great Britain, Dafabet ([www.dafa.co.uk](http://www.dafa.co.uk)) is operated by SCGO a Maltese registered company with registration number C4592 and is licensed and regulated by the UK Gambling Commission, under account number 44662,
- In the case of gambling activity by persons located in Spain, Eurasia Solutions PLC is a holder of a General Gambling License by the General Directorate for the Regulation of Gambling.
- In the case of gambling activity by persons located in the Kenya, Asian Betting and Gaming Enterprises Africa Ltd is licensed and regulated by the Betting Control and Licensing Board of Kenya (BCLB) Licence Number: 845.

#### 2. Contracting Parties

2.1 These [Terms of Use](#) shall be agreed between you and the Company (referenced in these Terms as " **Us** ", " **Our** " or " **We** ").

#### 3. Applicability of these Terms of Use

3.1 By proceeding to access the Website and/or the Services, and/ or otherwise by opening an Account with Us, and/or placing a Bet with Us, you are deemed to have read, understood and accepted these Terms. By agreeing to these Terms and/or because of your continued use of the Website and/or the Services, you are bound by these Terms and by Our Rules and Regulations and Privacy Policy that are incorporated by reference herein (and any amendments thereto). If there is any inconsistency between these Terms and any document incorporated by reference, these Terms will prevail at all times.

3.2 The Terms will come into effect on 1st March 2024. We may need to change the Terms from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms can be accessed from the Terms of Use link in the footer section of the Website, and the date on which they will come into force is noted at the start of this paragraph 3.2.

3.3 Where We wish to make substantial changes to the Terms, We will give you as much prior notice of such changes as is reasonably practicable via one of the methods set out below. For minor or insubstantial changes, We may not give you any notice of such changes, so you are advised to review the Terms through the link on the Website on a regular basis. Your continued use of the Website and/or the Services after these changes have been made shall be deemed as your acceptance thereof.

3.4 Where We make changes to the Terms which We wish to notify you of, We will do so by such method of notification as We may, in Our discretion, deem appropriate, which may comprise: email (to the email address you have supplied Us with); a message to your Account on the Website; or notice on the Website and We may, at Our discretion, invite you to accept the new Terms by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of confirmation by you. If you provide Us with any such confirmation, or continue to use the Website and/or the Services after notification under this paragraph, you shall, from such time, be deemed to have accepted, and be bound by, the new Terms, including (for the avoidance of doubt), whether or not you have read the revised Terms. If any change is unacceptable to you, you may either cease using the Services and/or close your Account.

3.5 Notwithstanding this clause 3, should We wish to make any changes to the Terms upon which your funds are held under clause 7, We shall notify you in advance by such method as We may, in Our discretion, deem appropriate, but such method shall require You to acknowledge receipt of such information by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of acknowledgment by you. If you provide Us with any such acknowledgment, you shall, from such time, be deemed to have accepted, and be bound by, the new Terms. If any change is unacceptable to you, you may either cease using the Services and/or close your Account.

#### 4. Opening and Maintaining your Account

4.1 To access Our Betting Services, you must first register and open an Account with Us.

4.2 You agree to provide all relevant Personal Information to Us on registration and it is your responsibility to ensure that your Personal Information are kept up-to-date, especially address, telephone number and payment/bank details (if applicable). You must provide truthful information when opening an Account and failure to do so will result in a breach of these Terms of Use and immediate closure of the Account forfeiting all money available in the Account to Us. You agree upon request by Us to provide Us with any documentation to verify the Personal Information you have provided to Us. You authorise Us to use any lawful means that We consider necessary to verify the Personal Information you have provided as set out in the online enrolment form ( " Personal Information " ). Such Personal Information includes all required information from you, as determined by Us in Our sole and absolute discretion, so as to allow Us to properly identify you. When the

aforementioned online enrolment form has been submitted to, and accepted by, Us, you will be deemed a Registered Customer ( " Registered Customer " ). We reserve the right of accepting or rejecting registration for any reason whatsoever. Only Registered Customers may use Our Services and Bet only up to their Bet limit or monetary amount available in their Account.

4.3 In opening an Account with Us you warrant that:

4.3.1 If you wish to place a Bet with the Company, you should note that there may be specific laws in your country, place of residence, or the place where such Bets are placed from, which prohibit online betting and/or online gaming (collectively, "gambling") or the use and access of the Website and/or the Services. You irrevocably and unconditionally represent and warrant, without reservation or limitation, to the Company that you will not access or register an Account at any time:

- a. from within a jurisdiction that prohibits the access or use of the Website and/or the Services for any reason whatsoever;
- b. from within a jurisdiction that prohibits gambling;
- c. if you are a resident of a nation state that prohibits its citizens from participating in gambling and
- d. if you are a resident in either Great Britain Spain and Kenya you are trying to register or access your Account from outside these jurisdictions.
- e. if you are resident in any of the following countries or jurisdictions: United States of America or its territories, the United Kingdom, France, Belgium, The Netherlands, Ireland, Germany, Spain, Portugal, Italy, Switzerland Cyprus, Czech Republic, Ukraine, Romania, Estonia, Bulgaria Poland, Columbia, Dutch West Indies, Aruba, Bonaire, Saba, Statia, Dutch St Martin, Curacao, Israel, Turkey, Australia, Singapore, Hong Kong S.A.R, Macau S.A.R., Taiwan, and the Republic of the Philippines (collectively " Prohibited Jurisdictions " ).

The availability of Our Website or Services in certain areas or jurisdiction does not constitute an offer, invitation or solicitation from Us in any area or jurisdiction in which the use of Our Website or Services is prohibited by law.

4.3.2 You agree that your use of this Website and/or the Services is at your sole risk and further understand and agree that by using the Website and/or the Services offered herein, you may lose money on Bets placed and you accept full responsibility for any such loss.

4.3.3 You are (a) over 18 years of age; or (b) above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to you; whichever is the greater between the two (" **Relevant Age** ");

4.3.4 You have not been excluded from gambling;

4.3.5 You are legally capable of entering into binding contracts, including these Terms of Use and each of your activity with Us or using Our Services; and

4.3.6 You have not already had an Account closed by Us.

4.4 You may open only one Account with Us. Any additional Accounts that are opened may be closed by Us and any outstanding amount returned to you or all such Accounts may be treated as

one joint Account and merged together by Us, in either case at Our sole and absolute discretion. You agree that We shall use any method it deems reasonable to determine if two or more Accounts belong to the same customer.

4.5 To maintain a high level of security to protect customer funds, We may perform random security checks. You hereby accept that We maintain the right to demand additional information and/or documentation from you in order to verify your identity as the Account holder in the event of such a security check.

4.6 You should check your Account balance each time you access the Website and/or the Services. In the event of any discrepancies in your Account balance, it is your responsibility to forthwith notify Us at the earliest opportunity of such discrepancy in your Account balance and provide Us with your record of transactions since the date when you last verified your Account balance. Should We not receive any notification of any such discrepancies in your Account balance for a particular month within thirty (30) calendar days from the last day of the said month, you agree to forfeit any and all claims for any discrepancies in your Account balance and accept all information in your Account at the end of the said period.

## 5. Verification of Identity/ Anti Money Laundering Requirements

5.1 You warrant that:

5.1.1 the name and address you supply when opening your Account are correct; and

5.1.2 you are the rightful owner of the money which you deposit at any time in your Account.

5.2 By agreeing to these Terms, you authorise Us to undertake any such verification checks from time to time as We may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "Checks"). You agree that from time to time, upon Our request, you may be required to provide additional details in respect of any of such information you have provided Us, including in relation to any deposits which you have made into your Account.

5.3 Whilst We are undertaking any Checks from time to time, We may restrict you from withdrawing funds from your Account and/or prevent access to all or certain parts of the Website and/or the Services. Please note that We may from time to time re-perform the Checks for regulatory, security or other business reasons. If any such restrictions cause you a problem, please contact Our [Customer Support Team](#).

5.4 In certain circumstances We may have to contact you and ask you to provide further information to Us directly in order to complete the Checks. For this purpose, We will be entitled, at Our sole discretion, to require that you provide Us with a notarised ID or any equivalent certified ID according to the applicable law of your jurisdiction or otherwise, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied to Our satisfaction We may prevent any activity to be undertaken by you in relation to the Account or We may, where We reasonably believe that deliberately incorrect information has been provided by you, keep any amount deposited on the Account following the closure of the Account by Us.

5.5 It may be an offence for persons under the Relevant Age to make use of the Website and/or the Services. If We are unable to confirm that you are the Relevant Age, then We may suspend your Account until such time that We are able to confirm that you are the Relevant Age. If you are subsequently proven to have been under the Relevant Age at the time you made any gambling or gaming transactions with Us, then:

5.5.1 Your Account will be closed;

5.5.2 all transactions made whilst you were underage will be made void, and all related funds deposited by you will be returned by the payment method used for the deposit of such funds, wherever practicable;

5.5.3 any deposits made whilst you were under the Relevant Age will be returned to you; and

5.5.4 any winnings which you have accrued during such time when you were under the Relevant Age will be forfeited by you (and may be deducted from the amount of any deposit returned under paragraph 5.5.3) and you will return to Us on demand any such funds which have been withdrawn from your Account.

## 6. Username, Password, Pin and Customer Information

6.1 In order to protect your funds and personal information, as a Registered Customer, you will be presented with a username and password ( " **Account Access Information** " ) which is for your personal use only. It is your responsibility to ensure that the Account Access Information remains confidential at all times and you shall be fully responsible for any misuse and/or unauthorised disclosure of Account Access Information to any third party. If you are concerned that your Account Access Information has been made available, its security has been compromised or has been accessed by any third party without your knowledge or consent, you should forthwith notify Us immediately whereupon new Account Access Information may be provided by Us to you. Any Bets or requests made online where the correct Account Access Information has been used will be considered valid and binding to you and Us. Only after your notification to Us that your Account Access Information has been compromised and Us suspending the Account will Bets or requests made online with the Account Access Information be deemed void.

6.2 We may require you to change your password or your Account Access Information from time to time or We may suspend your Account if We have reason to believe that there is likely to be a breach of security or misuse of the Website and/or the Services. We may, at Our sole and absolute discretion, change your Account Access Information upon prior notice to you

## 7. Account Funds

7.1 To bet or to play games for money, you will need to deposit funds with Us. Except as provided herein, all funds in Customer Accounts are held and processed by a group company pursuant to a Services Agreement.

If you reside in either Great Britain, Spain or Kenya your funds will be processed through approved third-party payment processors as determined by that jurisdictions regulations.

If you wish to participate with Our Services you may only deposit money with the Us through the pre-approved payment methods available in the Website or the Services, you must only deposit and receive money through the same Payment Solution Companies authorised by Us ( " **Authorised Payment Solutions** " ), except where you deposited money directly with Us. Authorised Payment Solutions cannot represent themselves as authorised to receive funds on behalf of Us without a previous written statement to that effect from Us; and furthermore, Authorised Payment Solutions cannot in any way market, advertise, publicise, or promote Us or Our Services without the previous written consent by Us. Further details of how to deposit and withdraw along with information regarding minimum and maximum deposit limits can be found in the payment options page of the Website or Services.

7.2 If you use a payment method in respect of which you are not the Account holder, We reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks as per Clause 5.2.

7.3 We do not offer credit. All Bets must be supported by sufficient funds in your Account. We reserve the right to void any Bet which may have inadvertently been placed when the Account does not have sufficient funds to support the Bet.

7.4 If We incur any charge-backs, reversals or other charges in respect of your Account, We reserve the right to charge you for the relevant amounts incurred. For the avoidance of doubt your Account shall not be used by you as a bank Account and, should We become aware of deposits into and withdrawals from your Account without commensurate Betting or gaming activity, We reserve the right to deduct an administration charge (whether or not We close or suspend the Account). Funds deposited with Us in your Account shall not attract interest.

7.5 We reserve the right to apply a handling charge on deposits and withdrawals to cover third party transactions costs depending on the selected payment method. We shall inform you if you will be subjected to this handling charge.

7.6 To the extent required by your local law or tax or other authorities you are responsible for reporting your winnings and losses arising from Our Services.

7.7 All winnings from settled Bets will be credited to the balance of your Account. Should funds be credited to your Account in error, it is your responsibility to inform Us without delay. We reserve the right to void Bets placed using funds credited to your Account in error and to recover such funds by Account adjustment at any time.

7.8 It is your responsibility to actively maintain your Account with Us. In this regard, you have to have at least logged in once to your Account and utilized Our Services in any twelve (12) month period to maintain an active Account. If your Account is inactive for twelve consecutive (12) months or longer, We reserve the right to close your Account with Us and you agree to forfeit any outstanding balance and all claims against Us.

7.9 We will review Our Customer Database annually in order to identify any 'inactive' Accounts where funds may still be available for withdrawal. If Your Account is identified as being in-active We will attempt to contact you using the registered details you have provided to Us by methods such as

telephone, e-mail or written letter. If We have not established contact with you by such means within 12 months after We have identified your Account as inactive, any outstanding funds held in your Account will be set aside, the Account will be closed and the funds will be made available for distribution to a nominated charity chosen by us.

## 8. Bet Acceptance and/or Use of Service

8.1 We will only accept Bets from Registered Customers made online via the Website or the Services. In order to place a Bet or access a Service you should follow the instructions provided at the Help section. It is Your responsibility to ensure that the details of any Bet, stake or similar transaction that you place using the Services (a "Transaction") are correct in accordance with the relevant Betting Rules or Game Rules, as appropriate.

8.2 You are only deemed to have placed a Bet if you are a Registered Customer at the Website or Services, and your Bet is deemed to be placed from the jurisdiction of the Internet Protocol Address recorded by Us from where you are accessing the Website or Services. A Bet is deemed accepted only when it has been accepted and recorded by Our gaming server in the jurisdiction where Our gaming server is located. When you have successfully placed a Bet using the Website and/or the Services, you will receive an electronic acknowledgement (notice), which is confirmation of acceptance and record of the Bet by Us. A Bet is deemed completed when accepted and recorded in the jurisdiction where Our gaming server is located and you have been notified of said acceptance and recording, all in accordance to these Terms.

8.3 A Bet will be deemed void if it is not transmitted in full, including but not limited to instances where the Bet transmission has been disrupted or interrupted due to technical problems.

8.4 You will not be allowed to cancel or change your Bets once these Bets have been placed, accepted and recorded by Us and We are under no obligation to cancel Bets that have been validly placed, accepted and recorded in accordance with these Terms. If there is any dispute relating to the placement of a Bet, you should notify Us before the finalisation of the acceptance of such Bets and/or before the event on which the Bet has been placed occurs. We shall investigate such disputes accordingly and resolve them reasonably in Our sole and reasonable discretion.

8.5 We reserve the right to suspend or prohibit further Betting on a market at any time without prior notice to you at Our sole and absolute discretion. When a market is suspended or access to it prohibited, any attempted Bets entered thereafter will be rejected.

8.6 We reserve the right, at Our sole and absolute discretion, and without explanation given to you, to refuse any Bet or part of any Bet without explanation and/or suspend or close an Account at any time for any reason, if We have reasonable belief that continued use of the Account would create damage or loss of any kind to you or to Us; or during the investigation of a breach of the Terms, Rules and Regulations, or Privacy Policy; if We confirmed a breach of these Terms; or, if you have filed a complaint.

8.7 We do not accept any responsibility for failure in any equipment or telecommunication that prevents the correct placing, accepting, recording or notification of Bets.

8.8 We shall not, in any event, be liable for any damages or losses that are deemed or alleged to have resulted from or been caused by the Website and/or the Services or their Content, including but without limitation to, delays or interruptions in operation or transmission, communications lines failure, any person's use or misuse of the Website and/or the Services or their Content, or any errors or omissions in Content in relation thereto.

8.9 Bets will be accepted up to the advertised deadline of until when Bets are accepted (" deadline ") for any given event. Such deadlines are deemed to be incorporated by reference into these Terms and you have agreed to. If a Bet is inadvertently accepted after its deadline, the Bet shall be deemed void and We reserve the right to void any such Bet.

8.10 Bets placed by credit or debit card do not become valid until We (or Our Authorised Payment Solutions) have received payment in full, subject always to Clause 8.2 above. In the event that you have placed a Bet prior to payment in full, then such Bet shall be automatically voided.

8.11 Your Account must have a positive funds balance reflected in excess of the Bet amount in order for you to be able to place Bets. Otherwise Bets will not be allowed.

8.12 All prices/lines displayed on the Website are subject to variation but become fixed at the time a Bet is placed, accepted and recorded in accordance with Clause 8.2 above. We reserve the right, at Our sole and absolute discretion without explanation, to change the odds, prices, or any information on a Bet type, market or event at any time without prior notice to you. We likewise reserve the right at Our sole discretion to either void or reject any affected Bets at any time or to correct any error when by error, omission or mistake the incorrect odds, prices, or any information on a Bet type, market or event at any time where displayed. We will place a prominent notice on the Website in such events.

8.13 The maximum Bet amount that you may place on any market or event varies according to the specific Bet type and is subject to change without prior notice at Our sole and absolute discretion.

## 9. Collusion, Cheating, Fraud and Criminal Activity

9.1 The following practices (or any of them) in relation to the Services:

- abuse of Bonuses or other promotions; and/or
- using unfair external factors or influences (commonly known as cheating); and/or
- taking unfair advantage (as defined in paragraph 9.5.3);
- opening any Duplicate Accounts; and/or
- undertaking fraudulent practice or criminal activity (as defined in paragraph 9.5)

The above activities constitute "Prohibited Practices" and are not permitted. They will constitute a material breach of the Terms. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, We will not be liable for any loss or damage which you may incur as a result of any Prohibited Practices, and any action We take in respect of the same will be at Our sole discretion.

9.2 If you suspect a person is engaged in any Prohibited Practice, you shall as soon as reasonably practicable report it to Us by e-mailing Us or telephoning Our Customer Support Team.

9.3 You agree that you shall not participate in or be connected with any form of Prohibited Practice in connection with your access to or use of the Services.

9.4 If We have reasonable grounds to believe that you have participated in or have been connected with any form of Prohibited Practice (and the basis of Our belief shall include the use by Us (and by Our gaming partners and Our other suppliers) of any fraud, cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time); or if you have placed Bets and/or played online games with any other online provider of gambling Services and are suspected (as a result of such play) of any Prohibited Practice or otherwise improper activity; or if We become aware that you have "charged back" or denied any of the purchases or deposits that you made to your Account; or if in Our reasonable opinion your continued use of the Services may be detrimental to Our regulated status, including Our continued ability to be licensed or if you become bankrupt or suffer analogous proceedings anywhere in the world, then, (including in connection with any suspension and/or termination of your Account) We shall have the right, in respect of your Account (and/or any other Account held by you with an Operator Group Company) to withhold the whole or part of the balance and/or recover from the Account the amount of any deposits, pay-outs, Bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 10.4. The rights set out in this paragraph 9.4 are without prejudice to any other rights (including any common law rights) that We may have against you, whether under these Terms or otherwise.

9.5 For the purposes of this paragraph 9:

9.5.1 fraudulent practice means any fraudulent activity engaged in by you or by any person acting on your behalf or in collusion with you, and shall include, without limitation: (a) fraudulent charge-backs activity; (b) the use by you or any other person who was participating in the same game as you at any time, of a stolen, cloned or otherwise unauthorised credit or debit card, as a source of funds; (c) the collusion by you with others in order to gain an unfair advantage (including through Bonus schemes or similar incentives offered by Us); (d) any attempt to register false or misleading Account information; any (e) any actual or attempted act by you which is reasonably deemed by Us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud Us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes Us any damage or harm;

9.5.2 criminal activity shall include, without limitation, money laundering and any offence that violates the criminal law of any country.

9.5.3 unfair advantage shall include, without limitation: the exploitation of a fault, loophole or error in Our or any third party's software used by you in connection with the Services (including in respect of any game); the use of any Bots for skill games and Bots for any other use which would otherwise constitute any other Prohibited Practices; the use of third party software or analysis systems; or the exploitation by you, of an Error as defined in paragraph 12, in any case either to your advantage and/or to the disadvantage of Us or others.

9.6 In exercising any of Our rights under paragraph 9.4 in relation to a Prohibited Practice, We shall use all reasonable endeavours to ensure that, while complying with Our regulatory and other legal obligations, We exercise such rights in a manner which is fair to you and to Our other customers.

9.7 We reserve 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 Prohibited Practice by you, and you shall cooperate fully with Us to investigate any such activity.

## 10. Account Closure; Termination of the Terms of Use

### Closure or Termination by you

10.1 You may withdraw money from your Account provided that there is sufficient balance in your Account and this has been confirmed by Us, and in accordance with posted Guidelines for withdrawals, if any, available on the Website.

10.2 You may cancel your Account with Us at any time by informing Us in writing of your intention to do so by contacting Us at **support@dafabet.com**. If you decide to cancel your Account with Us, you must stop using the Website and/or the Services immediately. Only after notification by Us that your Account has been cancelled will Bets or requests made online with the Account be deemed void. You will continue to be liable for any activity on your Account until such notification of Account cancellation from Us.

10.3 Upon any termination of Your Account under this paragraph 10 We shall be entitled (without limiting Our rights under paragraph 10.5) to withhold, from the repayment of the outstanding balance on Your Account, any funds: (a) pursuant to paragraph 9 (Collusion, Cheating, Fraud and Criminal Activity); (b) pursuant to paragraph 17 (Breach of the Terms of Use); (c) as otherwise provided by these Terms as (including, as appropriate, paragraph 5.4); or (d) as required by law or regulation.

10.4 When repaying the outstanding balance on your Account, We shall use the same method of payment which you provided upon registration of your Account, or such other payment method as We may reasonably select.

### Closure or Termination by Us

10.5 We reserve the right, at Our sole and absolute discretion, to close your Account and terminate the Terms with Us (notwithstanding any other provisions contained in the Terms of Use) on written notice (or attempted notice) to you using your contact details. In the event of any such termination by Us, We shall, subject to paragraph 10.6, as soon as reasonably practicable following a request by you, refund the balance of your Account.

10.6 Where We close your Account and terminate the Terms pursuant to paragraph 9 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 17 (Breach of the Terms of Use), the balance of your Account will be non-refundable and deemed to be forfeited by you. Closure of your Account and Termination of the Terms, other than pursuant to paragraphs 9 or 17 of these Terms, will not affect any outstanding Bets, provided that such outstanding Bets are valid and you are not in breach

of the Terms in any way. For the avoidance of doubt, We will not credit any Bonuses into your Account, nor will you be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by Us pursuant to the Terms, or in response to your request).

#### Suspension by Us

10.7 We shall be entitled to suspend your Account in the circumstances expressly set out in these Terms or at Our sole and absolute discretion as the circumstances may reasonably warrant. Upon the suspension of your Account: (a) no activity shall be permitted (including deposits, withdrawals, Betting or gaming) until the date upon which it is re-activated by Us; (b) no Bonuses or contingent winnings will be credited to the Account; and (c) We shall address the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

#### 11. Third Party Suppliers

11.1 We receive information and Services from third party suppliers which includes sportsbook, poker and casino games. In some instance where systems are provided by third party suppliers, you may be unable to access all Account history and transactional information via systems controlled Us. In the event that you do require further information concerning game play or any other element of your Account history please contact Our [Customer Support Team](#) who will be able to assist.

11.2 In order to use the Services offered by Us, You may be required to download and install software supplied by third parties on to Your Access Device ("Software"). Software may include, but is not limited to Access Device applications, and any promotional, marketing and/or facility applications, Services and software In such circumstances, You may be required to enter into a separate agreement with the owner or licensor of such software in respect of your use of the same (a "Third Party Software/ End User Agreement"). In case of any inconsistency between the Terms and any Third Party Agreements, these Terms will prevail in so far as the inconsistency relates to the relationship between you and Us.

11.3 We do not allow any employee, anyone else in any way connected to such employee or anyone otherwise connected to the service provider (to be determined by Our absolute discretion) to Bet on any market or event where the service provider is providing a service to Us. We will void any Bet where We determine in Our absolute discretion that such Betting has taken place.

11.4 You acknowledge that Our random number generator will determine the outcome of the games played through the Services and you accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on your screen and the game server used by Us, the result that appears on the game server will prevail, and you acknowledge and agree that Our records will be the final authority in determining the Terms and circumstances of your participation in the relevant online gaming activity and the results of this participation.

11.5 Links to third party websites are provided solely as a convenience to you. If you use these links, you will leave this Website and different terms of use will apply for those websites. Some links to other websites, even if operated by Us, may provide content not suitable for everyone, upon

following a link on this Website you must read and accept the terms of use of the website you're accessing.

## 12. IT Failures/ Errors

12.1 Where problems occur in the Software or hardware used by Us to provide the Services, We will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to you or other players, We will take all reasonable steps to treat you in a fair manner (which may include reinstating the balance on your Account to the position existing following completion of the last Bet or game logged on Our server immediately prior to the occurrence of the problem).

12.2 A number of circumstances may arise where a Bet or wager is accepted, or a payment is made, by Us in error. A non-exhaustive list of such circumstances is as follows:

12.2.1 where We misstate any odds or Terms of a Bet or gaming wager to you as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;

12.2.2 where We have made a 'palpable error'. A palpable error occurs where:

12.2.3 in relation to Bets placed prior to an event taking place, the prices/Terms offered are materially different from those available in the general market; or

12.2.4 in relation to any event, the price/Terms offered at the time the Bet is placed are clearly incorrect given the probability of the event occurring;

12.2.5 where We have continued to accept Bets on a market which should have been suspended, including where the relevant event is in progress (except where 'in-running' Bets are accepted) or had already finished (sometimes referred to as 'late Bets');

12.2.6 where an error has been made as a result of a Prohibited Practice under paragraph 9.1

12.2.7 where We should not have accepted, or have the right to cancel or re-settle, a Bet pursuant to the Betting Rules (for example due to 'Related Contingencies');

12.2.8 where an error is made by Us as to the amount of winnings/returns that are paid to you, including as a result of a manual or computer input error; or

12.2.9 where an error has been made by Us as to the amount of free Bets and/or Bonuses that are credited to your Account, any such circumstances being referred to as an "Error".

12.3 In the event of an Error, We reserve the right to:

12.3.1 correct any Error made on a Bet placed and re-settle the same at the correct price or Terms which were available or should have been available through Us (absent the publishing error) at the time that the Bet was placed and the Bet will be deemed to have taken place on the Terms which were usual for that Bet; or

12.3.2 where it is not reasonably practicable to correct and re-settle under 12.3.1 above, to declare the Bet void and return your stake into your Account; or

12.3.3 in circumstances where the Error has resulted from a Prohibited Practice, to take the steps set out in paragraph 9.4.

12.4 Any funds which are credited to your Account, or paid to you as a result of an Error shall be deemed, pending resolution under paragraph 12.3, to be held by you on trust for Us and shall be immediately repaid to Us when a demand for payment is made by Us to you. Where such circumstances exist, if you have funds in your Account, We may reclaim these funds from your Account. We agree that We shall use all reasonable endeavours to detect any Errors and inform you of them as soon as reasonably practicable

12.5 Neither Us (including Our employees or agents) nor Our partners or suppliers shall be liable for any loss, including loss of winnings, that results from any Error by Us or an error by you.

12.6 You shall inform Us as soon as reasonably practicable should you become aware of any Error.

12.7 Where you have used funds which have been credited to your Account or awarded to you as a result of an Error to place subsequent Bets or play games, We shall cancel such Bets and/or withhold any winnings which you may have won with such funds, and if We have paid out on any such Bets or gaming activities, such amounts shall be deemed to be held by you on trust for Us and We can immediately reclaim these funds from your Account if you have sufficient balance or you shall be immediately repay to Us any such amounts when a demand for repayment is made by Us to you

### 13. Events Outside Our control

13.1 Without prejudice to Our obligations contained within the various laws and regulations of the jurisdictions where We are licensed, We are not liable for any loss or damage that you may suffer caused by events outside Our reasonable control, including (without limitation) power failure; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication Services; or any other delay or failure caused by a third party or otherwise outside of Our control. In such an event, We reserve the right to cancel or suspend Our Services without incurring any liability.

13.2 We are not liable for the failure of any equipment or Software howsoever caused, wherever located or administered, or whether under Our direct control or not, that may prevent the operation of the Services or prevent you from being able to contact Us.

13.3 We will not be liable for any failure to perform by a third party to Our Agreement.

### 14. Virus, Hacking and Other offences

14.1 You shall not attempt to attack, hack, make unauthorized alterations to, or introduce any kind of malicious code to the Website or Services. As such, you will not, without limitation:

14.1.1 reverse engineer or decompile (in whole or in part) any Software available through the Website; or

14.1.2 make copies, modify, reproduce, transmit, alter, use or distribute all or any part of Our Services or Website or any material or information contained on it; or

14.1.3 disclose Account information to any third party; or (d) contravene any of the provisions stated herein; or

14.1.4 cheat, deceive, trick, misinform or defraud Us in any way through use or abuse of Our Services or the Website or.

14.1.5 attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach of the Computer Misuse Act 1990 to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website and/or the Services will cease immediately.

14.2 Should We suspect that you have failed to abide by the Terms of this provision We shall have the right, in addition to any other remedy, to freeze or suspend your Account with Us in order to carry out further investigations. If it is confirmed that you failed to abide by the Terms of this provision, this will result in the termination of the Services to you, closure of your Account and forfeiture by Us of any amounts in your Account.

## 15. Claims and Disputes

15.1 We will seek criminal and contractual sanctions against you if you are found to have been involved in fraud, dishonesty or criminal acts. We will withhold payment to you as well where any of these are suspected. You shall indemnify and shall be liable to pay to Us, on demand, all costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal act.

15.2 We reserve the right to withhold payment and to declare Bets on an event void if We have evidence that the following has occurred: (i) the integrity of the event has been called into question (ii) the price(s) or pool has been manipulated (iii) match rigging has taken place. Evidence of the above may be based on the size, volume or pattern of Bets placed with Us across any or all of Our Betting channels. A decision given by the relevant governing body of the sport in question, Our licensing authority and/ or any relevant industry association (if any) will be conclusive.

15.3 You will not be allowed to cancel or change your Bets once these Bets have been placed, accepted and recorded by Us and the We are under no obligation to cancel Bets that have been validly placed, accepted and recorded in accordance with these Terms of Use. If there is any dispute relating to the placement of a Bet, you should notify Us before the finalization of the acceptance of such Bets and/or before the event on which the Bet has been placed occurs. We shall investigate such disputes accordingly and resolve them reasonably in Our sole, absolute and reasonable discretion.

## 16. Complaints

16.1 If you wish to raise a complaint about any aspect of Our Services please contact Our Customer Support Team with details about your complaint, which will be escalated as necessary within Our [Customer Support Team](#), until resolution.

16.2 If you do not agree with the decision of Our Customer Support Team, you may then request that the matter is escalated further. In order to escalate a complaint, you will need to clearly state your reasons for not agreeing with the previous decision, and any other relevant information. The decision of Our Head of Customer Support (having completed such escalation as We consider reasonable in the circumstances) will be considered as Our final decision.

16.3 When We wish to contact You, We may do so using any of Your Contact Details at Our sole and absolute discretion. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after We have communicated with You directly by telephone (including where We leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent

## 17. Breaches of the Terms of Use

17.1 We may suspend or cancel at any time your Account if you breach any of your obligations under these Terms, Rules and Regulations, and Privacy Policy. In case of your material breach of any of the provisions of these Terms, as determined by Us in Our sole and absolute discretion, We reserve all Our rights and remedies against you under these Terms and at law. Further, We reserve the right to retain any outstanding funds from you as a guarantee of your obligations hereunder and/or any liability arising from the said breach of these Terms.

## 18. Your Personal Information

18.1 Your Account information is securely stored and remains confidential except were otherwise stated in these Terms of Use (including for avoidance of doubt, the Privacy Policy). Prior to your use of and when you use the Services it will be necessary for Us to collect certain information about you, including your name and date of birth, your Contact Details, and may also include information about your marketing preferences (all of which shall be known as "**Your Personal Information**").

18.2 We may from time to time ask you to provide Us with additional details and any such additional information will be also kept confidential.

18.3 We reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. (for example, to bodies or authorities whose purpose is to investigate money laundering, fraud and other criminal activity) to the extent required by law.

## 19. Use of Cookies on the Website

19.1 Customers should note that personal information and data may be automatically collected and stored during the registration process through the use of Cookies. Further information on deleting or controlling cookies is available within Our [\*\*Privacy Policy\*\*](#)

## 20. No Warranty

20.1 We shall endeavour to provide the Services used by Us with reasonable skill and care. We make no further warranty or representation, whether express or implied, in relation to the Services. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded.

20.2 We make no warranty that the Services will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the Services.

20.3 In the event of systems or communications errors relating to the generation of random numbers, Bet settlement, race result or other element of the Services, We will not be liable to you as a result of any such errors and We reserve the right to void all Bets on the draws or races (as applicable) in question.

## 21. Limitation of Liability

21.1 Winnings will be credited or losses reflected to your Account following confirmation of the final result from the relevant, reasonably appropriate, source (which in the case of a sporting event is most likely to be the sports governing body).

21.2 Should funds be credited to or debited from your Account in error, it is your responsibility to notify Us of the error without delay. Any sums credited to you due to the error will be deemed invalid and must be returned to Us. You may not dispose of or place Bets using funds credited to your Account in error and We reserve the right to void any transaction (including Bets) involving such funds. You hereby agree to the return of any erroneously credited funds that you may have withdrawn and winnings from Bets placed using such erroneously credited funds

21.3 We will not be held responsible for any typographical, technical, or human error in posting odds and/or handicaps. In the event of error, We reserve the right at its sole discretion to either void any affected Bets at any time or to correct the error.

21.4 We will under no circumstances be held liable in equity, contract, tort, negligence, or otherwise (or any theory of law) for any damages or losses whether direct, indirect or any other nature, without limitation, that are deemed or alleged to have resulted from or been caused by the Website and/or the Services or their Content including, but without limitation to, errors, inaccuracies or ambiguity in the Website and/or the Services or their Contents, failures, malfunctions, delays or interruptions in operation or transmission, communication line failure, any persons, use or misuse of the Website and/or the Services or their Content, any errors or omissions in Content, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or

consequential loss or damage (even where you have notified Us of the possibility of such loss or damage).

21.5 We will not be responsible for any breach of these Terms caused by circumstances beyond Our reasonable control.

21.6 We reserve the right to withdraw the Website or Services or elements of these at any time, and save for any rights that you may have over deposited funds in its Account, We will not be liable to you in any other way as a result of any such action.

## 22. Indemnity

22.1 You agree to fully indemnify, defend and hold Us, and Our officers, directors, employees, consultants, advisors, agents and suppliers harmless, immediately upon demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, (regardless of theory of law) arising out of your breach of any of the Terms or the Rules and Regulations or any other liabilities arising out of your use of the Website and/or the Services or use by any other person accessing the Website or Services using your Account Information details.

## 23. Law and Jurisdiction

23.1 The construction, validity and performance of this agreement will be governed by the laws of England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief. The English language version of this Agreement will prevail over any other language version issued by Us.

## 24. Intellectual Property

24.1 The Contents of the Website and Services are protected by international copyright laws and other Intellectual Property Rights. The owner of these rights is Dafabet or other third-party licensors

24.2 Except to the extent required to use a Services for the purpose of placing Bets or wagers, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other Website or in any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or Software without Our express prior written consent

24.3 Any commercial use or exploitation of the Website or Services or their Content is strictly prohibited.

## 25. Responsible Gambling

25.1 If You require any information relating to this facility please speak to Our Customer Support Team or view Our **Responsible Gambling** section found on the Website.

25.2 We will use Our reasonable endeavours to ensure compliance with self-exclusion. However, self-exclusion requires the joint commitment of both you and us. During the self-exclusion period you must not attempt to try to open new Accounts and you accept that We have no responsibility or

liability whatsoever if you continue gambling and/or seek to use the Website and/or the Services and We fail to recognise or determine that you have requested self-exclusion in circumstances which are beyond Our reasonable control including, but not limited to you opening a new Account or over the telephone rather than over the internet or using a different name or address.

25.3 We are committed to supporting **Responsible Gambling** initiatives.

## 26. Contacting Us

26.1 Our Customer Support Team can be contacted 24/7 by e-mail and/or telephone. Details are outline on the Contact Us section of the Website. Please note that all calls to Our Customer Support Team are recorded for training and security purposes.

## 27. Definitions

The following definitions are used in these Terms of Use:

**"Access Device"** means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

**"Your Account or Account"** means an Account opened by you to be used to manage the payment of funds to and from Us in relation to your use of the Website and Services which We agree that you may open and operate;

**"Bet"** means a Bet, wager or stake placed via the Website on the outcome of any event and/or market referred to on the Website;

**"Bonus Terms"** means any Terms of Use and/or Rules with regard to promotions, bonuses and special offers which may apply to any part of the Services from time to time;

**"Company"** means Dafabet;

**"Content"** all text, information, data, Software, executable code, images, audio or video material in whatever medium or form made available by Us on the Website;

**"Intellectual Property Rights"** patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer Software, database rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Privacy Policy"** means the Companies Privacy Policy accessed via the **Privacy Policy** link;

**"Rules"** the Betting Rules and Gaming Rules specifically applicable to the relevant type of betting and/or gaming made available by Us on the Website;

**"Services"** means as appropriate, the Services offered by Us through the Website or Software made available by Us from time to time;

**"Software"** means any computer program downloaded accessed or otherwise utilizes by you from the Website made available by Us from time to time;

**"Terms"** means (a) these Terms and Condition or Terms of Use; (b) the Privacy Policy; (c) where appropriate the relevant Rules, Bonus Terms and any additional Terms applicable to the Services that are being used by you;

**"Third-Party Terms"** means any additional end user Terms and Conditions or Use of use which you are required to confirm your agreement to as part of the use of any software which you may access on Our Website, including the Playtech End User Licence Agreements;

**"Us"/"We"/"Ours"** means Dafabet

**"Website"** the domain name dafabet.com (<http://dafabet.com>) through which We provide Our online sports betting and gaming Services. including all pages with these domain names and all computer programs used to run or that are accessible on these domain names and all material and data made available at these domain names, including, but not limited to, text, photographs, graphics, video and audio content.